

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 27, 2023 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 13, 2023

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement of Purchase and Sale, with Blurock Development, LLC, pertaining to 10.4 acres within Parcel ID 15-19-25-0003-000-00500, and an Airport Parcel Covenant restricting residential use, and a FAA Letter of Release for sale of surplus property; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between the School Board of Lake County, Florida, Blue Cedar Investments, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Blue Cedar Proportionate Share)**
- 3. Resolution of the City Commission of the City of Leesburg, Florida approving the purchase of a Utility Easement from Infinity Holdings III, LLC for use in connection with the US Highway 27 Bypass Force Main Project in the amount of \$50,000.00; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Management Services Agreement with Facci Bella, Inc. to manage LakeFront TV; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, approving an Access Parcel Transfer Agreement for the transfer of an access parcel described in the agreement from Park Square Enterprises, LLC to 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, annexing certain real property consisting of approximately 4.9 +/- acres; and being generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, 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. (Electrical Works)

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 4.9 +/- acres from Lake County Urban Low Density to City of Leesburg General Commercial, for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4.9 +/- acres from Lake County LM (Light Industrial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and light industrial uses for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)**
4. **An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Tara Oaks Community Development District established pursuant to Ordinance 21-17; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Tara Oaks)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 135 +/- acres from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development for a property generally located south of Florida Turnpike and east of County Road 33, lying in Sections 27 and 34, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Tierra Vista PUD)**
2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing approximately 36.96 +/- acres from Neighborhood Mixed Use to General Commercial, for a property generally located east the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (470 Leesburg, LLC SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 36.96 +/- acres from PUD (Planned Unit Development) to**

PUD (Planned Unit Development) to allow for commercial and multi-family residential uses for a property generally located east of the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida, and providing an effective date. (470 Leesburg, LLC PUD)

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:

A. Lake Square Mall Utility Update

10. ROLL CALL:

11. ADJOURN:

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

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

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

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, November 13, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 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

Mayor Burry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

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

2. PROCLAMATIONS:

There were none.

3. PRESENTATIONS:

A. Susan Street Sports Complex Project

Recreation Director (RD) Travis Rima provided updated information on the Susan Street Complex project. They have previously reviewed this project and the footprint has not really changed. However, he was looking to get some further directions, as they are entering the thirty percent portion of the design phase. The objective of this project is to demo the existing facility and create a destination facility to include rectangle sports. The rectangle fields will be used for football, seven on seven football, soccer, rugby, and lacrosse. Any sport that can be played on a rectangle, can be played in this complex. They are entering the Construction Manager at Risk (CMAR) process. He is looking for approval so they can move forward. They need to move forward with the CMAR so they can get the first budget estimates.

There are three deliverables; thirty, sixty, and good manufacturing practice (GMP). They would like to take the first step and get the first budget estimate. The numbers he will show later are the architect and engineer numbers and that was estimated. It is not the CMAR.

The complex has not changed much since it was first presented a couple of years ago. The fields have been moved around a little and the parking lot was switched to a different area. However, they are still looking at a stadium that includes a grand stand, turf surface, and four multi-purpose fields that are rugby-sized. As previously discussed, any field that is rugby size, can have any other rectangle sport played on it. There will be a multi-purpose field in the middle which will be used for soccer. There would be a fieldhouse with concessions, restrooms, and locker rooms. The only big change from the last time this was brought to the commission is the parking lot. That has been moved to the northeast corner of the facility. That was a good change because it would allow for an entrance coming off US 27. There was previous discussion about it coming off of Red Raider Road. They are now looking at it coming through Susan and Williams Streets. They would like the entrance to come in off US 27. It would be between the Pizza Hut and the Big Lots shopping center. This would allow them to have a marquee sign out front. It will be interesting to watch this come together, because in order to have the entrance off US 27 they need to acquire some land. There are three business entities that own the area they are looking to come in on. The city will need to purchase or negotiate some right of way to acquire that. Pizza Hut owns a square, Pat Sales owns a weird triangle, which comes off Pat Sales, and then Big Lots. The people that own the area own this part and we will need to negotiate with all of them. If we can get this done, it will provide good access to come in and out of Susan Street. It would almost have its own private type entrance into the facility. In the budget we have seven point nine million dollars and two million of that will come out of the FY 25 budget. They have worked with the Lake County Tourism Development Council where they allocated nine hundred and ninety-six thousand dollars. There is another million dollars that the commission will see in that contract. He spoke with their director from the Lake County Tourism Development Council and he said a contract would come before them at the next couple of meetings. That will get them another million dollars for this project. There is a legislative priority grant that comes in at seven hundred and fifty thousand dollars and that will take us to seven point nine million dollars, which is the cost of the complex. The proposed entrance road would be another quarter, but they still need to see how much the property acquisition will be. They are looking for approval to move onto the CMAR budgeting. **Someone from the audience** asked what CMAR stood for and **RD Rima** responded it stood for Construction Manager at Risk. **Commissioner Pederson** pointed out that the city does not have to have an entrance off US 27, because we already have another ingress/egress. However, he hopes they can pull that off because it would make a much nicer entrance. **Commissioner Connell** asked if they end up going with the new entrance, will they have to negotiate with the property owners? Will that drive the costs up higher than the number in the packet? **RD Rima** answered if the city has to purchase property, yes. They have not gotten into surveying or appraisals yet, so they do not know what those costs might be. **Commissioner Connell** inquired if they wanted to purchase the land or just gain access to use it? **RD Rima** responded that is the question they still need to figure out. **CM Minner** stated with this concept, they want to do it right the first time. In order to do it right, the thought was to have it come off US 27. Based on where it goes, we may have to purchase or work out an agreement for ingress/egress. However, at this time, we do have that answer. We wanted to present the concept to the commission to get input. Depending on where this goes, because we do not want to push it above the eight million dollar number, so based on funding levels and different things, the entryway could become a marquee for the project. If needed, they could peel back on some of the fields to stay within the budget. The first step is to get the commission's approval to move forward. That would allow the engineers to begin the design phase and it would put us in a position where we could start approaching the property owners about the ingress/egress off US 27. **Commissioner Connell** wanted to verify when the numbers come back. Will they come back before the commission for review to see if they want to purchase the property or enter into an agreement to use the property for ingress/egress? **RD Rima** replied yes. **CM Minner** said the process would be the same as they do on all projects. However, this project will have a

few other stopping points with the commission as they get into the thirty, sixty, and ninety percent design phases. This will be back when the Construction Manager at Risk numbers come in. There will be a lot more financial check-ins and reports to the commission before any money is spent, other than the designing number which was previously approved. **Commissioner Connell** inquired about the engineering fees. **RD Rima** replied it was five hundred and sixty-two thousand eight hundred dollars.

Commissioner Pederson mentioned having the entrance cut through between Pizza Hut and the shopping center would benefit both of them. **RD Rima** agreed. He was looking to receive direction from the commission before approaching the property owners. He believes they would be pleased to have a couple thousand people coming in and out of their parking lot.

Commissioner Pederson made a motion to move forward with the CMAR design 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 approved moving forward with the CMAR design.

B. Consider Hosting BikeFest 2024

Special Event Manager (SEM) Maggie Lyden said her objective was for approval to continue the tradition of Bikefest on a manageable scale that will benefit the community. She was requesting approval to move forward with planning and securing acts and sponsors. It is imperative to begin this process as soon as possible, to secure top tier entertainment and quality sponsorships. She would like to request an increase to the city manager's spending approval amount. Highlights of the event will include the city managing two stages. They would condense the footprint to a manageable scale and upgrade the entertainment to entice attendees from surrounding areas to come spend time in Leesburg. They would utilize new partners that align with the budget. Community engagement, via opportunities, will include parking, vending, and securing media partnerships with iHeart Media and JBC Broadcasting, as well as securing additional new sponsors while retaining previous sponsors. She has already met with Gator Harley and she had lengthy conversations with other sponsorships from the past who are looking forward to enhancing their sponsorship for 2024. She showed a rendering of the possible layout that would be more concentrated within a specific area to help with public works safety, cleanup, open container laws, and paid vendor space. Five hundred and twenty thousand dollars is above and beyond what the event division's budget is in the CRA. That budget is four hundred and fifty thousand dollars. She will be seeking allocations for this event from the general fund reserve of approximately fifteen million dollars. Some unknowns are entertainment and beverage sales. With alcohol sales, they will navigate how to best utilize the revenue streams to protect the city's investment. They will look at how to best utilize alcohol sales, given that municipalities cannot profit from alcohol. However, we may be able to utilize it for civic funding. They would like to maximize profitability for the city while staying within state statutes. Due to the time crunch of planning an event this size, she would request that the city manager have emergency spending authority. She will be back on November 27th to file a formal resolution that says that cash would only be spent on this event. Moving forward after bringing in new sponsors and implementing the highlights she mentioned, she believes the city will break even at Bikefest 2024. **Commissioner Connell** asked where she pulled this information from? **SEM Lyden** wanted to know which information he was specifically referring to. **Commissioner Connell** said he was referring to the expenses on the

revenue side. Where did those numbers come from? **SEM Lyden** responded it was based on previous years of Bikefest as well as relationships she has with different partners and vendors. **Commissioner Connell** asked if she would be able to raise two hundred and some thousand dollars in four months for sponsorship? **SEM Lyden** answered yes, that was her goal. **Commissioner Connell** questioned the security costs being one hundred thousand dollars for a three-day event. **SEM Lyden** responded yes, the security cost covers the three-day event, which includes two main acts, stage security, and police to encompass the entire area. **Commissioner Berry** wanted to verify that this was doable considering the time constraint and being new to the city. **SEM Lyden** replied yes, as long as she can start right now. **Commissioner Berry** said she does not want to set anyone up for failure, but if this works it would be good for the city and the county. It would be a win-win. However, she did not want to put her in a position where she had to jump with both feet. **SEM Lyden** pointed out that she comes with experience in this realm. She has experience of planning large-scale events, especially music events. After having conversations with new partners, she believes this is attainable. She has been talking to partners and potential sponsors. **Commissioner Connell** asked if she had volunteers? **SEM Lyden** responded yes and her phone had not stopped ringing. **CM Minner** mentioned one thing that was not mentioned in the presentation was the outreach they have with Gator Harley. Gator Harley has always been a very big sponsor of this event. The recreation director and the special events manager have met with the owners of Gator Harley, and that partnership will continue to be important. **SEM Lyden** stated they are an important sponsor and they are willing to help with the logistics of this event. **Commissioner Reisman** added that he attended an event at Gator Harley over the weekend. If that was anything like what our Bikefest could be, it would be a success. That event was a huge success for them.

Melissa, owner of the McCracken Pub, asked if they would consider changing from Anheuser Busch as the alcohol sponsor due to the marketing negativity they have had over the past year? It also affected the attendance of the event last year. **SEM Lyden** answered moving forward with the sponsorship with Wayne Dench, there are several things they could do. Instead of branding it as Bud Light, they could brand it as Budweiser or Michelob Ultra. **Melissa of the McCracken Pub** questioned the smaller footprint. Does that mean there will be fewer vendors? That could lead to lower attendance. Has that been thought about? **SEM Lyden** replied no. Condensing the footprint and by utilizing the space in different ways, they will be able to handle all the vendors. Regarding the attendance, by upgrading the entertainment, that will bring in additional attendance for the event.

Tate, president of Abate of Florida, Lake County Chapter, an organization for motorcycle rights, said he was there to speak on behalf of the two hundred and ninety-eight members of this chapter. Bikefest is a big event for a lot of local organizations. This event allows the organization to make money, so they can thrive throughout the rest of the year. During past commission meetings it has been said that certain people do not benefit from Bikefest and that is untrue. Anyone who works for the hospitality community benefits from Bikefest. The hotels in this area are packed during Bikefest. They also have a campground every year and it is packed. All the fast food restaurants are packed along with the local bars. The City of Leesburg will make money off of Bikefest. The city needs to bring in better, more reputable bands because that will draw more people in. They need to stop with the washed-out bands from the past. They need some new bands to draw the younger generations in. That is where they will make money.

Commissioner Reisman made a motion to move forward with Bikefest as presented and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes

Commissioner Connell	Yes
Mayor Burry	Yes

Five years, no nays, the Commission approved moving forward with Bikefest.

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.

Marcelina Miranda, owner of the Mayan Blendz Barber Shop located at 2304 West Main Street, said he attended the last meeting and asked about the feather flag code being updated. He hoped the commission would consider that at a future meeting. He has had conversations with other business owners on West Main Street and North Boulevard. However, those people were unable to make this meeting. They all feel the same, the current code hinders business and they feel it is unnecessary to send violations through the mail. He knows people can stack up yard signs and be excessive. However, the code does not allow them to advertise for their business. The people he has spoken with are not all located in plazas, some are right on the road and they would like to have the opportunity to have feather flags to promote their businesses. He understands a different commission voted against them previously because they were found to be a nuisance. However, he was there to say he hoped they could come to an agreement so they could have feather flags without them becoming a nuisance. That would be great. He would love to see that happen in the future.

Sandy Moore of the Leesburg Area Chamber of Commerce said on November 4th they held their annual Chilli Cookoff, Burn in the Burg Chili Cookoff, in the town square. She thanked the city for their support to help make this event happen. She commended the work crew that worked on town square because it looked awesome. The mulch and the holiday decorations looked great when the lights turned on. It was a great representation of the city. This year they had more chili cookers than ever before. She thanked Commissioner Reisman and Commissioner Berry for coming out to volunteer at the event. This event turned out great and that could not have happened without the city's support. They were thankful that they were able to borrow the items needed to make this event a success.

Elliot of Blue Island Sportswear, said his company was moving to the southern garden building. He had conversations with two commissioners and they responded immediately. However, there are parking situations in the downtown that everyone is aware of. We all know there are laws downtown that limit parking to three hours. That law needs to be enforced. There are six areas in the downtown where he has asked people to move their vehicles because they were there from 11:00 a.m. to 3:00 p.m. He had cameras out there and he counted twenty-six vehicles who were their customers and they could not park. All he asked was for the city to enforce the law.

Joyce Carter of 117 Woodland Boulevard, said she was there on an impromptu notice. She stated that she moved into her home in 2012. When she would drive home and pull into her garage at night it was very dark, almost pitch black. She was very concerned about her safety, so she called the city and was told if she wanted a safety light she would have to pay for it and she is still paying for that light. She was told if a pole was not already there and they had to install a pole, she would have to pay more. Thank god the pole was there. Recently, the city added more street lights in the Woodland Park Community and she wanted to know why she was the only resident paying for safety? Why is she paying for a light in front of her home when no one else has to? **CM Minner** said he would get in touch with her. There is a

difference between a security light and a street light. He needed to pull up her account to find out the specifics. However, he would get back with her shortly.

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

Items pulled for discussion:

5.B.3 Authorization to execute a Construction Services Agreement with DB Civil Construction, LLC for an amount of \$755,782.80.

Commissioner Reisman moved to adopt the Consent Agenda except for 5.B.3 and Commissioner Berry seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	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 October 23, 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 Construction Services Agreement with Bulldog Sitework, LLC for an amount of \$219,638.89; and providing an effective date.

ADOPTED RESOLUTION 11,727

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 Bulldog Sitework, LLC for an amount of \$247,012.87; and providing an effective date.

ADOPTED RESOLUTION 11,728

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with DB Civil Construction, LLC. for an amount of \$755,782.80; and providing an effective date.**

ADOPTED RESOLUTION 11,735

Mayor Burry stated he spoke with the city manager earlier today about this item. There were eight bids received for this project and even though he was in favor of the project and because the low bid was for seven hundred and fifty-five thousand dollars, while five other bids were well over a million dollars. That is a huge difference and in order for him to support this they need to have a certification of the bids to make sure everything is correct. **CM Minner** responded that in the past when there has been a big discrepancy, they had the contractor sign a form that supports what was presented in their bid. He would have the purchasing director do that. He asked, in order to keep the project moving, if they could add that as an addendum, it would be done before they execute the project. They will have to sign that form. They could make a motion to amend that requiring a certification of bid be signed before executing the contract.

Commissioner Pederson made a motion to require a certification of bid, and Commissioner Reisman seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the amendment to require a certification of bid.

Commissioner Pederson made a motion to approve 5.B.3 as amended 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 resolution.

4. **Purchase request by the Information Technology Department for desktop and laptop computers as part of the City's annual program for computer hardware replacement.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2023-24 with Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Arts Festival, Inc. DBA Leesburg Center for the Arts, and Melon Patch Players, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,729

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 1; and providing an effective date.**

ADOPTED RESOLUTION 11,730

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Hodges Reserve, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hodges Reserve Phase 2; and providing an effective date.**

ADOPTED RESOLUTION 11,731

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Renewal to the lease agreement between the City of Leesburg and Kids Central, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,732

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Jerry Hamby and Beulah Annette Hamby; and providing an effective date.**

ADOPTED RESOLUTION 11,733

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing amendments to Personnel Policies 800 and 805 to reflect updated per diem rates; and providing an effective date.**

ADOPTED RESOLUTION 11,734

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

A. SECOND READING OF ORDINANCES:

1. NONE

B. FIRST READING OF ORDINANCES:

1. NONE

C. NON-ROUTINE ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Management Services Agreement with Akers Media to manage LakeFront TV; and providing an effective date.

DENIED RESOLUTION 11,736

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 the present provider has been running the station for ten years. Are there any issues with the current provider about how they operate? **CM Minner** answered no. The provider is at the end of their second long-term contract/agreement with the city. Yes, the current provider has provided about ten years of service to the city. However, the fact of the matter is that their contract is expiring. The city has gone through both phases of the contract with the current provider, which included options for renewal. Under state statutes, they are now required to go through procurement. At this time, the current contractor has ended their contractual relationship and the city is required to bid for this service. They sent this bid out to the marketplace and put together a committee to review the bids received. The process was for a request for proposals that way they could marry costs as well as qualifications. There were some abstractness to the process and they had to take into consideration all types of things; experience, qualifications, tenure with the city and cost. The cost was a third of the total awarded points. The total of points awarded was one hundred and fifty from five different judges on the committee. After the initial round of judging the bids there were questions. As he explained at the last commission meeting, they wanted to go back and re-review them to make sure they were comparing apples to apples as far as costs.

They went back and sent more information out to the three respondents to clarify that. They now have a clearer delineation of costs. The costs were broken down into the value of production minutes that would be provided. After the second review of the submissions, it was determined that Akers Media had the lowest cost and they were the best provider. They were reranked accordingly and the committee was very strict. He and the procurement manager were strict in terms of point awards. The points for cost had a maximum of fifty points. The three respondents were ranked fifty, forty, and thirty. The lowest cost provider based on production minutes was awarded fifty points, the second lowest was forty points, and the highest cost provider was thirty points. They then added those points to the points that were awarded by the committee for the other areas of experience and so forth. At the end of the day, Akers Media was the lowest cost provider. Their total package was one hundred and eighty thousand dollars and we have one hundred and seventy eight thousand two hundred and fifty available in the FY 24 budget for this service.

Commissioner Connell asked if the proposed contractor has experience running a TV station? **CM Minner** answered that running a TV station was not one of the services requested. The services requested were for broadcasting public meetings and making productions for the city's TV station. However, all three respondents are highly qualified to produce the materials that would be produced and put on the city's TV station. **Commissioner Berry** questioned the equipment. Does Akers Media have equipment? **CM Minner** replied in Aker Media's initial response, they stated that they have the equipment needed to do production. They also have experience of broadcasting public meetings. Based on the submissions, they need to go with the assumption that they have the equipment, expertise, and tools necessary to air meetings and conduct media productions. **Commissioner Pederson** said this was a tough one. Sometimes change is good and other times change is not so good. We have a company that has been doing this service for ten years and they have done a great job. They have established good relationships in the community and they included letters from community leaders saying so. They have a good working relationship with department heads. If this were in the private sector, this would be a negotiated contract but the government had to bid it out. He appreciated the other companies participating and they were all good proposals, but he cannot pull this from the company that has been doing this for the past ten years. He understands the numbers, but he knows the city manager can always find those numbers. He respects the budget process, but he would like to see the city stick with the current provider who is passionate about this. He has told them on occasion that they need to learn to say no, because looking at the production hours from last year you can tell they never said no to anyone. Going forward, they may need to say no. However, this is tough and he supports the incumbent. **Commissioner Reisman** remarked that this was a very tense, political, and emotional RFP process and a lot of them were involved in it. He would say that he had the most experience working with Facci Bella. They made videos for the airport and there were other different videos he has hosted as a commissioner and it has been a good working relationship. However, he has to take his emotions out of this. Whether it be a friendship or anything like that has to be taken out of the picture in order to make the best decision for the city. For those reasons, he supports the current RFP proposal. **Commissioner Connell** said the current contractor has been doing this for ten years with no issues. They know what they are doing and he agreed that sometimes change is good, but this is not good. The system is not broken and they do not need to fix it. **Mayor Burry** commented that he was not a media-savvy person. He did not know a lot about filming, so he relied on the committee. That is why they put together that committee. They were gauged in finding the best candidate for this and they said it should be Akers Media. With that, he supports Akers Media. **Commissioner Connell** said he did not know if the committee had anymore background with the media than he did. This was just a recommendation. **Mayor Burry** said that a committee was put together and they provided the ratings. This was their recommendation. **Commissioner Berry** commented that the ratings were based on financial criteria for production and broadcasting. There was nothing for artistic criteria. None the less, they would do a great job and that has been stated. This bid was based on financials as far as criteria for the six or seven categories that were listed. **CM Minner** responded that the

bid was based on three things: experience, credentials, and financials. The financials were only a third of the total points.

Lonnie Barrett of 11900 McCormick Street said this was primarily an artistic endeavor. Of course, the city has to pay for it, but what is most important is what it looks like. He questioned whether or not each commissioner took the opportunity to evaluate each applicant based on their artistic abilities. No two production companies are the same and nobody will look the same. If this were a restaurant, they would all want to taste the food.

John Sokol said he knows the money part of Lakefront TV, but Lakefront TV is a lot more than that. The commission is basing this on what they are going to do to broadcast the meetings and everything else. Lakefront TV is a lot more than that. If they have ever sat down and watched that channel, there is a lot going on. There are a lot of great shows produced. They are constantly talking about what is happening in the community. It is aired on this channel for people who cannot get out to see it in person. This provides an opportunity for them to see it. The current provider has proved themselves over the years. They work extremely hard now, so what happens if they change? It will be the people that watch that channel that suffer. They provide great quality entertainment for the community and surrounding communities. If this is just based on making sure the commission meetings are aired, anyone can do that. That is not a hard job. However, what is being programmed now on that channel will lack. If changed, people will see a difference.

Doug Akers, president of Akers Media Group, said with their proposal the committee recommended awarding the bid to them. They are well-known for their magazine. However, over the last ten years, they have been producing videos and other content for their clients which is white-labeled. They do this for a living for clients all over the State of Florida. They may not necessarily manage a TV station, but they produce quality content that has quality content and it is white-labeled. One thing they are not good at is self-promotion, which is letting everyone know about all this great content they produce for other businesses. The difference they would bring is that even though a lot of companies produce great quality content, they have a large audience that would receive that content. It would be on more than Lakefront TV. They would leverage Style Magazine and other assets to take that content and produce it for a larger audience. All three companies produce great content, but the difference they have is the size of the audience they can share that content with.

Dr. Anna Marie Chwastiak, president/owner of Facci Bella Productions, said she was the current vendor who manages and operates Lakefront TV. She has been doing that for the past ten years. It has been an honor and pleasure to serve the commission and all departments. About ten years ago, the city approached her and asked if she would step in and salvage the station that was about to go dark. She came in with her broadcast quality equipment, setup the studio and they were the first ones to take productions outside the box. Up until then, everything was produced inside the studio. They increased the production quality and production quantity. Several years into this, they were faced with a failing cablecast system. This is much more than producing pretty videos, this is managing and operating a television station, which includes a technical part. When the server died seven years ago, Facci Bella went hand in hand with the IT department and they selected a new server that allowed them to go high-definition. At that time, Facci Bella acquired, for the City of Leesburg, Prism 21 and their high-definition channel 1021. Since then, they have acquired Amazon Fire-Stick, Apple TV, and Roku. They are currently talking with Optical Tel to get this station into the southern portion of Leesburg, like Legacy and Plantation. The fact is, yes, they could produce pretty videos, but there is a technical aspect. Everyone remembers when they were faced with covid, they had to rebuild the Venetian Center three to four times a month for meetings. Her guys were out there between three thirty and four o'clock to set everything up, including cameras and audio. There is a major technical part and during covid that was a

challenge. They were the ones that got the hardware and software to go live remotely. They were able to bring the meetings live from the Venetian Center. It gave them the opportunity to provide live coverage of the Christmas parade and the Miss Leesburg Scholarship. Facci Bella has never put a cap on this station. They could produce all two to five minute videos, but the fact of the matter is, how would they fill the rest of the air time with Florida cable channel infomercials? She could truly say that she runs the station as a true community channel. She polished a very rough gem. She polished it very well for the city and she is proud of what she accomplished. She has now brought on Lake County government programming and Lake Sumter College is now programming. They have now partnered with them. Lake Sumter College would like to produce content with them using interns from Lake Sumter College. Their station has unfortunately gone dark, but they want to rebuild it, so she has been helping them do that. Again, the past ten years have been an honor and she has proven what she can do and accomplish for the city. Whoever gets the contract, she hoped they would appreciate the gem it is. They are very fortunate, because it is the only TV channel in Lake County.

Commissioner Reisman made a motion to approve the RFP as is and Commissioner Berry seconded the motion.

The roll call vote was:

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

Two yeas, three nays, the Commission denied the resolution.

Commissioner Pederson made a motion to continue the contract with Facci Bella and Commissioner Berry seconded the motion.

The roll call vote was:

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

Three yeas, two nays, the Commission approved the continuation of the contract with Facci Bella.

CM Minner pointed out that the contract that was in the packet was for Akers Media. He asked, based on the motion that he would go back and work with Facci Bella for the contract. That contract will be in their packet for the next meeting on the consent agenda. He looked to the commission for some guidance because the Facci Bella contract was two hundred and thirty-five to two hundred and forty thousand dollars. That is almost sixty grand over budget. He asked for some liberty when he discusses this with Dr. Anna Marie, they will bring that number within a budget parameter based on what we have in the budget. Based on her negotiations, that number will be in the contract and they will either have a contract that falls within the budget at the unit cost that was identified in the RFP or he will bring a contract that was her number, which was the two hundred and forty number. However, that would put us over budget. If there are any questions, it will be on the consent agenda and they can pull that item at the next meeting. **CA Watson** stated he was good with that because the city manager would get with him on that. **Commissioner Pederson** stated he thought they had just approved the RFP for two hundred and thirty-

five thousand five hundred dollars. **CM Minner** pointed out that there was no contract for Facci Bella. Unless the city attorney agrees to strike the name. The contract before them was rejected. **Commissioner Pederson** said he may have misunderstood. He thought they were only changing numbers, but he understood changing the contract. **CM Minner** said the contract before them was not with Facci Bella. Therefore, they need to bring a new contract to the commission for Facci Bella. He asked for the liberty to change the numbers to reconsider the Facci Bella contract to bring it within budget parameters. He was unsure if Dr. Anna Marie would be open to that concept, so it would be a Facci Bella contract for one hundred and seventy eight thousand with fewer production minutes, or a contract agreement that is for twenty five or twenty eight hundred minutes at the two hundred and forty thousand dollar number. Either way, the Facci Bella contract will be on the consent agenda at the next meeting and they can pull it if needed. If they went with the Facci Bella for two forty they would need to find more money in the budget and he would not negotiate with Dr. Anna Marie. He would discuss those issues with her and he would have that contract for the next meeting. Unless they want him to just go with the two hundred and forty thousand dollars. **Commissioner Pederson** said he thought the number was two thirty-five five. He would like to go ahead and put that number on the contract. That is what he thought they approved. **CM Minner** said he was looking for clarification on the number. If they want a contract that is two thirty-five five for Facci Bella, they will modify the contract and it will be on the next agenda. **Commissioner Pederson** mentioned that he does not take this lightly, but he wants to continue the contract as is. He previously joked with her about learning to say no, but he wants her to continue running the station. **CM Minner** said there would be an amended contract as directed. **Commissioner Pederson** thanked him for the clarification.

**2. Resolution of the City Commission of the City of Leesburg, Florida
approving language revisions to the Home Improvement Grant Program;
and providing an effective date.**

ADOPTED RESOLUTION 11,737

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

Commissioner Reisan 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 asked the city manager to speak about this item. **CM Minner** said this past summer the commission approved the modified home grant program. In short, the home grant program provides up to twenty-five thousand dollars for qualifying home improvements to houses within the City of Leesburg. That grant program was approved and it was made applicable for any house anywhere inside the corporate limits of the City of Leesburg. During the budget process, they made an allocation to fund the program from the Carver Height CRA to the amount of three hundred thousand dollars. As staff endeavored to process and get the grants rolling out to applicants, they ran into a little bit of a modification which was very positive, where partnerships could bring more Housing and Urban Development (HUD) money. HUD money flows differently from the federal government. It typically goes through the state and then out to different organizations. Specifically, the Habitat for Humanity and the Lake County Community Action Agency have available HUD monies that could match the city's home grant program. The housing director, Commissioner Berry and himself, thought about marrying the city's program with these other programs to expand on what the program could offer. It would allow for more money to improve houses. They could keep our grants at twenty-five thousand dollars and marry

that with either the Habitat for Humanity or Lake County Community Action. That could bring down the city's grant requirement, so they can spread the money out and marry it with different partners. In any case, marrying it with different partners provides an opportunity to improve more homes that are at varying levels which shares the wealth. Hopefully, this will expedite the rehabilitation of homes that need improvement.

At the end of the day when these things happen, assessed values will go up and, in turn, we will have better housing stock which is better for the overall community. To make this partnership we need to do two things; modify the grant and then approve a Memorandum of Understanding (MOU) agreement with the partners. The first item on the agenda is to modify the grant and that grant modification does two things. There was a reimbursement requirement for the city and a lien requirement. First, he asked the commission to reconsider the reimbursement criteria. The reimbursement criteria that exists states that reimbursement or payment of the grant will be done on a reimbursement basis. That language will not change. If they issue a home grant to somebody in the city, they are required to make those improvements and they will reimburse them. Then we would stick in a second paragraph, which is a "however paragraph" that says if an applicant has a recognized partner, then we will have a construction administrator that goes through and helps us administer the program. That construction administrator will come from one of the partners, either Habitat for Humanity or Lake Community Action Agency. They will review the grant applications and they will ensure that the improvements requested are reasonable. They may need more or they may need less. They would marry with the money that the partner brings, whether that be Habitat for Humanity or Lake Community Action Agency. One thing to remember is that the partners' money is federal money. However, the first thing they would need to do is change the reimbursement. If the applicant was to go alone and just work with the city, the rules that were imposed stay in place. However, if they were to have a partner, the modification would be to make a reimbursement on a draw basis. Instead of paying the recipient, they would pay the agency directly. That money will never go to the partner, it will go immediately to the agency based on the draw request. For example, if the Lake Community Action Agency says they have to pay Acme Roofing five thousand dollars, they will cut a check to the Lake Community Action Agency and they will have to show receipts for where that money went. They believe this will help folks more who meet the low to moderate income requirement. The section covers the lien modification where they would use a different word instead of lien. They would call it a covenant for repayment. It is a friendlier word having the same intent. It is a happier word and the basic requirement says if someone works with the city only, there will be two things. First, if they bring money to the table, the city will waive the lien requirement. If they do not bring money to the table, the city will lien their property for five years. That does not change. The only thing that would have is, instead of saying we would lien for five years, it would say they have a covenant for repayment to make it friendlier. However, if they add that new paragraph and the applicant wanted to include a partner, HUD would not allow grant monies to be spent when a lien is being added. The federal government says they cannot do what the commission did. That does not mean that the city cannot do it that way, but the federal government cannot. If we are going to have a partnership with them and marry in federal government money with local government money, we have to follow the federal rules. If there is no partnership, the city will have a waiver of covenant for repayment. If there is a partner, that partner says there will be no requirement for repayment. Those would be the modifications to the home grant.

The next item on the agenda will be the Memorandum of Understanding for potential recognized partners. They both basically say the same thing. They lay out the program for how the city would work with Habitat for Humanity and the Lake Community Action Agency. If they find any other partners, they will make another MOU and that will be brought before the commission. Right now, there are only two recognized partners. He requested that the commission approve the modification of the grant program to include the two MOU's. They would then re-market and re-advertise the program. They will accept the applications that have already been received. When they re-advertise, they will hold another community

meeting. There was one community meeting that had very good participation, but there were a lot of questions. Some of the questions were on this exact topic, which was the catalyst for modifying the grant program. If they approve the modification to the grant program with the redline changes and approve the two MOU's, staff will go back and readvertise the grant program. The applicant will need to provide whichever partner they pick and whichever partner they pick, they will have to go out and inspect the home. They will need to do a pre-inspection along with some other stuff. One line of the MOU states there will be a three or four percent inspection fee and administration fees which will go to Habitat for Humanity or Lake Community Action Agency, but that makes the applicant eligible for more money. Some of the grant money pays the administrative fees of the partner, but overall there will be more money in the pot and they will be able to make improvements. There will be more clarification and management of where that money is spent. That is an overall good thing, because they would ensure that money does what it is supposed to do. Once we receive the report back from the partner, we will make a grant contract and that grant contract will come before the commission for approval. They will need to approve the grant contract with that partner. Before any money is spent, it will come back before the commission. They will sign off on every single grant and every single penny. It will all be laid out in the contract. After the commission executes it, it goes to the recipient for approval. After that, it goes back to the partner and they will get to work. They will begin making draws and, with a little time, the city should have a lot of houses repaired, which will improve the housing stock.

Commissioner Reisman asked for clarification because he knows this is citywide, but is this only funded by the CRA? **CM Minner** said yes. Right now, it is only funded by the Carver Heights CRA because this was the pilot program. There are some requirements. If they choose to have a partner, they will have to meet low to moderate income requirements and they will have to meet certain income restrictions based on the number of people in the family. There is a total income requirement that they have to meet in order to be eligible for the grant. Each applicant will come back for approval by the commission. **Commissioner Connell** questioned the difference between having a partner and going with the city's program. Could they receive up to twenty-five thousand dollars? **CM Minner** responded that the city's program provides eligibility of twenty-five thousand dollars. **Commissioner Connell** asked if they had a partner, would the city still give them twenty-five thousand dollars? **CM Minner** answered the city could give twenty-five thousand, plus whatever the partner provides. They could have a program where someone could receive about thirty-five thousand dollars. **Commissioner Connell** inquired if the partner would require the covenant? **CM Minner** stated the partner cannot. That is why they are looking for the modification. **Commissioner Connell** asked if the other partners could potentially require that. **CM Minner** answered no, they cannot. They cannot have a covenant for repayment or a lien, because HUD's purpose of the program is to fix houses for low to moderate income people. They cannot have the repayment criterion. HUD does not allow for a repayment criterion.

Commissioner Connell commented that the city could potentially give up to twenty-five thousand dollars of taxpayers' money with no restrictions or a time span for having to live there? **CM Minner** answered yes, if there was a partner involved. **Commissioner Connell** asked if the partner would match what the city gives. **CM Minner** said potentially, yes. **Commissioner Connell** clarified that it could be possible, but it is not required. **CM Minner** agreed. There are different variables based on how much money the partner has. It could be somewhere around ten thousand dollars or it could be up to fifteen thousand dollars. There could be a total grant amount out the door of twenty-five thousand dollars. That amount could be ten thousand dollars of city money and fifteen thousand dollars of partner money. There are many variable ways to potentially mix money. This enables them to spread wealth, but with that partnership, the federal rules prohibit a lien. **Commissioner Connell** asked if the city could lower the amount provided if there was a partner? **CM Minner** responded potentially. **Commissioner Connell** commented that he was not understanding. If the city has three hundred thousand dollars to work with and if we do not lower it down if there was a partner involved, how does that spread the wealth to more participants? **CM Minner** stated that instead of the city providing twenty-five thousand dollars,

they could provide ten, fifteen or five thousand dollars. The partnership does bring in the inspection criteria, so that partner may say no, they do not need the full twenty-five thousand dollars from the city. They may suffice with ten thousand dollars of city money to be married with ten thousand dollars of partner money. It would be more efficient and it would spread the money out. They could have a really bad ugly house (excuse the French) that may need more than twenty-five thousand dollars for improvements. They could have a house that only needs twenty-five thousand dollars of improvement and the amount of money provided would be a mix of the partner and the city. They would then be able to spread the wealth and maximize grant money. **Commissioner Connell** asked who does the assessment if they do not have a partner? **CM Minner** answered it would be the housing department. **Commissioner Connell** asked if it was just the city doing the work. Would that include the covenant? **CM Minner** replied yes. **Commissioner Connell** remarked that if they were going to waive the covenant with the partnership, the city should only match what the partner contributes. **Mayor Burry** asked if he could repeat his comment. **Commissioner Connell** stated if the city were to waive the requirement of the covenant on the repayment, meaning the length of time they have to live there, the city should not provide more taxpayer money higher than what the partner provides. For example, the city should not provide twenty-five thousand dollars when the partner only provides five thousand dollars, since there would be no restrictions. We would be penalizing the person who does not have a partner because they would have a five-year requirement on their deed. **Mayor Burry** asked if the homeowners have the option of partnership. Could they uncouple that partnership and say they just want to go with the city? **CM Minner** said yes. **Mayor Burry** stated it would then be up to the homeowner. **Commissioner Pederson** remarked that the homeowner would want to go the other direction. They are not going to want a clawback provision. He was okay with the program, but Commissioner Connell brought up an interesting point. **CM Minner** said in Commissioner Connell's example, as he understood it, if the partner comes in and says there is only ten thousand dollars' worth of improvements, there should only be five from the partner and five from the city. That way, the city is not paying more when the homeowner has the waiver of the repayment. He only wants the city to match whatever the partner provides in order to waive the lien. However, in some cases, that may not work, because there could be improvements needed to the house that surpass what the partner brings to the table. They may need additional city money. He understands, but that will be a call that they make when the application is brought to them for approval. If they go with a partner, it spreads the wealth and they will need to make the exception in the home grant program to waive the lien requirement. **Commissioner Berry** added that part of the plan was the approval of twenty five thousand dollars per house if needed, but the partner would determine what is needed based on the weatherization. They are the ones that do the assessment of the house. She cannot imagine an assessment being more, but they have the option to choose more if it is needed. She did not see how they could ask the city for the fifteen thousand dollars when the partner only gave five thousand dollars. It should be the other way around. **CM Minner** said with no disrespect, he understands Commissioner Connell's comments. His concern is because federal programs are slightly different than city programs for what can be spent. If they limit the program to only match what the federal program brings, then some improvements may not be able to be made. This would limit potential improvements. He understands the philosophy, but it does not take the program where they want it to go, which is to maximize total improvements to the houses that need it. **Commissioner Berry** agreed, that was the goal. **Commissioner Pederson** stated he expects to have quite a few applicants and, if there were a bundle of applicants, that could be a factor. **CM Minner** stated this program will be done as the applications come in. They will be ranked based on the criteria in the grant, which is how much money we have, first come first serve, and what needs to be done. That criterion is in there, so when they see these contracts they will have been prioritized already. **Commissioner Pederson** said that Commissioner Connell brought up a great point, but he would like to move forward with this as is. This is the first year and we can come back later and reevaluate it. We can look at what was done, how the money was spent, and if there was a problem, tweak it. People worked hard on this and they brought a good product forward. He is willing to try it as presented. He questioned how they would distinguish between the two

organizations? **CM Minner** responded that Habitat for Humanity and Lake Community Action Agency had existing HUD monies/existing grant monies in their accounts. There are existing open grants that have funding. **Commissioner Pederson** said he was happy with both of them, but he was curious how they would distinguish between them. **CM Minner** replied that they are on a HUD cycle. They have existing monies that are ready to be allocated for this purpose in Leesburg. The partners numbers will change on the federal calendar. **Mayor Burry** asked for a motion for the city to accept partnerships in this program. They can then talk later about the memorandum of understandings.

Commissioner Berry made a motion to accept the program as presented by the housing department and Commissioner Pederson seconded the motion.

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.

- a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (MOU) between the City of Leesburg and Habitat for Humanities of Lake-Sumter for the Housing Repair Grant Program; and providing an effective date.**

ADOPTED RESOLUTION 11,738

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. There were none. He pointed out that this was just saying that they approve Habitat for Humanity of Lake-Sumter as a partner and the memorandum of understanding lays out what that partnership does.

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 resolution.

- b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of**

**Understanding (MOU) between the City of Leesburg and the Lake
Community Action Agency, Inc., for the Home Repair Grant Program;
and providing an effective date.**

ADOPTED RESOLUTION 11,739

Commissioner Pederson 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. There were none.

The roll call vote was:

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

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

**3. Discussion Item - Commission Meetings that fall on an Observed Holiday
in 2024**

Mayor Burry stated this was a discussion item. There are three meetings next calendar year that fall on holidays, which consist of the organizational meeting, January 1st, Memorial Day, May 27th and Veterans Day, November 11th. These three holidays fall on a Monday when there is a regularly scheduled city commission meeting. Last year the same thing happened for the organizational meeting and they decided to move it to the day of the first meeting, just have it a half hour beforehand. They were able to hold that organizational meeting and assign committees. He believes that worked out well and they should do that again. If the commission agrees, then they can have that meeting on January 8, 2024 at 5:00 p.m. **Commissioner Pederson** agreed, that sounded good to him. With the other two meetings, they could push them back one day and hold them on that Tuesday. **Mayor Burry** agreed. He asked if anyone else had any other thoughts. There were none.

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of August 2023

Mayor Burry asked if there were any questions regarding this report. There were none.

B. Financial Reports as of September 2023

Mayor Burry asked if there were any questions regarding this report. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address this evening.

9. CITY MANAGER ITEMS:

CM Minner commented on behalf of the city commission and city staff, he wanted to recognize Betty Richardson. Unfortunately, Betty had been ill over the last few years and she passed away on November 4th, a few days shy of her 83rd birthday. Betty worked for the city for about thirty-four years in the clerk's office. She was the city clerk for ten years. She was very dedicated. He attended her service today and it was very moving. Both her sons gave really nice presentations about their mother, which included all the things she did. The only thing he wanted to quip about was that he never knew Betty to be late. Betty was always there for the city commission meetings right at 5:30 p.m. With that, he wanted to offer condolences, prayers, and support for the Richardson family.

10. ROLL CALL:

Commissioner Pederson had nothing to comment on.

Commissioner Berry had nothing further to discuss.

Commissioner Connell had no comment.

Commissioner Reisman congratulated K-9 Officer, Joe Heuser and K-9 Nick. They took second place in the 2023 Space Coast Police K-9 Competition. He asked if there were any updates on the gambling facilities? **CM Minner** answered no and he would get with him after the meeting on that. **Commissioner Reisman** said he noticed a lot of food trucks popping up everywhere, all over the city. Are there any regulations for those? **CM Minner** stated he would need to get with the chief and code enforcement on that.

Mayor Burry pointed out that they were celebrating a birthday today. The city's fearless leader has a birthday today. Everyone wished him a very happy birthday. **CM Minner** thanked everyone. **Mayor Burry** asked how old he was and **CM Minner** answered fifty-three.

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.

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 6:48 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 27, 2023

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement of Purchase and Sale, with Blurock Development, LLC, pertaining to 10.4 acres within Parcel ID 15-19-25-0003-000-00500, and an Airport Parcel Covenant restricting residential use, and a FAA Letter of Release for sale of surplus property; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the sale of surplus property, more specifically described in the Agreement of Purchase and Sale.

Analysis:

The 10.4 acres of land is adjacent to the Leesburg International Airport Runway Protection Zone. It is identified as non-aeronautical. The property is not needed for present or foreseeable public airport purposes. The vacant land is located along the US Highway 441 corridor in Leesburg. After considering the physically possible, financially feasible, and maximum productivity standpoints of the subject property, the highest and best use of the parcel is for future commercial development.

The Airport Advisory Board reviewed the Agreement of Purchase and Sale, the Airport Parcel Covenant, and the FAA Letter of Release, at the November 15, 2023 meeting, and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution authorizing approval of the Agreement of Purchase and Sale, and the Airport Parcel Covenant, and the FAA Letter of Release; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The sale of this property generates \$2,750,000.00 for the Airport Fund
Account No. 048-0000-364-2900

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT OF PURCHASE AND SALE, WITH BLUROCK
DEVELOPMENT, LLC, PERTAINING TO 10.4 ACRES WITHIN PARCEL ID
15-19-25-0003-000-00500, AND AN AIRPORT PARCEL COVENANT
RESTRICTING RESIDENTIAL USE, AND A FAA LETTER OF RELEASE FOR
SALE OF SURPLUS PROPERTY; 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 Blurock Development, LLC, whose address is 3408 S. Orange Avenue, Suite B, Orlando, Florida 32806, for the sale of real property.

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 27th day of November 2023.

Mayor

ATTEST:

City Clerk

Agreement of Purchase and Sale

THIS AGREEMENT ("Agreement") made as of the Effective Date (as hereafter defined), between **THE CITY OF LEESBURG, FLORIDA** a Florida municipal corporation existing under the laws of the State of Florida (the "**Seller**"), and **BLUROCK DEVELOPMENT, LLC**, a Florida limited liability company, and its assigns (the "**Buyer**"):

IN CONSIDERATION of the sum of Ten (\$10.00) DOLLARS and other good and valuable consideration and the covenants hereinafter contained, the parties agree as follows

1. **Sale.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the covenants, conditions, and agreements contained herein, that certain parcel of land containing 10.4 +/- acres, more or less, together with the privileges and appurtenances thereto appertaining (including, but not limited to, any beneficial easements, development rights, prepaid impact fees, land use approvals and the interest of Seller, if any, in any land lying in any right of way adjoining the Property), situate, lying and being in Lake County, Florida, (a certain part of parcel ID: 15-19-25-0003-000-00500) more particularly described on **Exhibit A** attached hereto (hereinafter referred to as the "**Property**") addressed as 9745 Silver Lake Drive, Leesburg, Florida.

This sale is conditioned, as set forth in Section 5(b) hereof, upon Buyer being able to obtain all requisite governmental consents necessary to build a commercial development with no residential uses ("**Buyer's Intended Use**"). Buyer understands that no residential development is allowed on the Property and notwithstanding anything to the contrary contained herein, agrees that Seller may record a covenant and/or restriction against the Property which prohibits residential uses on the Property.

2. **Purchase Price.** The purchase price for the Property is the sum of Two Million Seven Hundred Fifty Thousand and no/100 Dollars (\$2,750,000.00) (the "**Purchase Price**"), payable as follows:
 - (a) The sum of Forty Thousand and no/100 Dollars (\$40,000.00) within five (5) business days after the Effective Date of this Agreement as hereafter defined (the "**Initial Deposit**"), which sum shall be held in escrow in an interest bearing escrow account with Stone & Gerken, P.A. (the "**Escrow Agent**") and disbursed as provided herein. Upon the expiration of the Inspection Period, the Initial Deposit shall become non-refundable but applicable towards purchase price.
 - (b) The additional sum of Thirty Thousand and no/100 Dollars (\$30,000.00) within five (5) business days of the expiration of the Inspection Period set

forth in Section 5 hereof, which sum shall be held in escrow in an interest-bearing escrow account with the Escrow Agent and disbursed as provided herein (the "**Additional Deposit**"). Upon the expiration of the Governmental Approval Period, the Additional Deposit shall become non-refundable but applicable towards the Purchase Price.

- (c) The balance of the Purchase Price (subject to prorations, credits, or adjustments as set forth herein) on delivery of the Deed, as hereafter defined, to the Property in a wire transfer of immediately payable funds to Escrow Agent for disbursement to Seller, payable at Closing, the payment of said sum being the full consideration for the conveyance of title to the Property.
- (d) Interest earned on the Initial Deposit and Additional Deposit shall be reported as income under Buyer's tax identification number. Unless disbursed pursuant to other provisions of this Agreement, the Escrow Agent shall, at Closing, deliver the Initial Deposit and Additional Deposit as part of the closing procedure to be credited against the Purchase Price with the interest earned thereon paid to Buyer after the Closing.

3. **Closing.**

- (a) This transaction shall be closed and a Special Warranty Deed (the "**Deed**") together with such affidavits and resolutions as required by the Title Insurance Company as hereafter defined, shall be delivered at the office of Buyer's attorney at a mutually agreeable time within thirty (30) days after the expiration of the Governmental Approval Period as hereafter defined (the "**Closing**").
- (b) Seller acknowledges that Section 1445 of the Internal Revenue Code requires that a buyer of real property from a "foreign person" withhold at closing and pay to the Internal Revenue Service a portion of the amount realized by Seller. Therefore, Seller agrees to provide at Closing an Affidavit of Seller, in a form required by Buyer, establishing whether or not Seller is a "foreign person." Seller agrees to make available to Buyer at Closing collected funds sufficient to permit compliance with Section 1445 if Seller is a "foreign person."
- (c) The parties agree that Buyer may accelerate the date set for Closing upon advance written notice to Seller specifying the proposed date, time, and place of closing, and Seller shall cooperate in good faith to accommodate an accelerated closing date.
- (d) If on the date set for the Closing, insurance underwriting is suspended, Buyer may, by written notice to Seller, postpone Closing until three (3) business

days after the suspension is lifted, on the condition that the postponement not exceed ten (10) business days.

4. ***Title and Survey.***

- (a) Seller shall provide, at its sole cost and expense, a title insurance commitment (the “**Commitment**”) issued by Old Republic National Title Insurance Company (or some other a nationally recognized Title Insurance Company reasonably acceptable to Buyer) (the “**Title Insurance Company**”) in which the Title Insurance Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, it will issue, at its customary rates, an ALTA Form B owner’s policy with extended coverage (the “**Policy**”), insuring to Buyer in the total amount of the Purchase Price, fee simple title to the Property subject only to (i) the Permitted Exceptions, as hereafter defined, and (ii) such liens as are to be fully released or discharged at Closing. Seller shall provide the Commitment and copies of all documents identified therein as exceptions within fifteen (15) days of the Effective Date.
- (b) The standard exceptions for parties in possession, mechanics’ and materialmen’s liens and, subject to Buyer providing the Survey as hereafter defined, matters which would be disclosed by an accurate survey shall be eliminated from the Policy.
- (c) Seller shall bear all costs and expenses incurred in connection with the issuance of said Commitment, Policy and any endorsements thereto which are required to conform the Policy to the terms and conditions of this Agreement.
- (d) If the Commitment shows any exceptions to title other than for utilities serving the Property which do not impede Buyer’s Intended Use, the lien of real property taxes not yet due and payable, and other exceptions either approved in writing by Buyer or which Buyer is deemed to have approved (the “**Permitted Exceptions**”), Buyer may take one or more of the following actions within twenty (20) days after receipt of the Commitment (the “**Title Objection Deadline**”): (i) by written notice to Seller, give Seller a specified period of time to remove the exception which grant shall have the effect of extending the time for Closing, if necessary (a “**Title Objection Notice**”); (ii) take such steps as Buyer shall deem proper to remove such exceptions if such exceptions are for liens of a definite or ascertainable amount, and Buyer may discharge such liens or encumbrances and deduct from the Purchase Price any and all amounts Buyer has expended in removing said liens; (iii) waive such exceptions in writing and proceed with the transaction, or (iv) terminate this Agreement and receive a return of its Deposit and any interest earned thereon by giving notice to Seller. In the event Buyer fails to take any

action prior to the Title Objection Deadline, Buyer shall be deemed to have waived all exceptions in the Commitment.

- (e) Seller agrees to provide Buyer a copy of any existing survey of the Property within ten (10) days of the Effective Date. During the Inspection Period, Buyer may choose to have a survey performed on the Property for the purpose of removing the standard survey exception from the title Commitment and subsequent Policy (the “**Survey**”). If the Survey discloses any matters other than the Permitted Exceptions, Buyer may take one or more of the following actions within twenty (20) days after receipt of the Survey (the “**Survey Objection Deadline**”): (i) by written notice to Seller, give Seller a specified period of time to remove the matter which grant shall have the effect of extending the time for Closing equivalent to such specified period of time, if necessary (a “**Survey Objection Notice**”); (ii) take such steps as Buyer shall deem proper to remove such matters; (iii) waive such matters in writing and proceed with the transaction, or (iv) terminate this Agreement and receive a return of its Initial Deposit and any interest earned thereon by giving notice to Seller. Under no circumstances will the Survey Objection Deadline extend beyond the Inspection Period as described in Section 5(a) below. In the event Buyer fails to take any action prior to the Survey Objection Deadline, Buyer shall be deemed to have waived all matter set forth on the Survey.

5. *Inspection Period and Governmental Approval Period.*

Inspection Period. The obligations of Buyer to consummate the transaction provided for in this Agreement shall be subject to Buyer’s satisfaction that the Property is suitable for Buyer’s Intended Use, in its sole discretion, on or before the period between the Effective Date and ninety (90) days thereafter (the “**Inspection Period**”). In the event Buyer does not make the Additional Deposit contemplated by Section 2(b) or otherwise terminates this Agreement by written notice to Seller during the Inspection Period, Buyer shall be deemed to have elected not to proceed beyond the Inspection Period and the Initial Deposit and any interest earned thereon shall be returned to Buyer, this Agreement shall terminate and be of no further force or effect, except for those matters which are specifically provided herein to survive termination of this Agreement.

Notwithstanding anything to the contrary contained herein the Inspection Period shall be automatically extended by the cumulative number of days between the Effective Date of this Agreement and the date that Seller receives all of the following: i) written approval from the City Commission of the City of Leesburg stating its approval of this Agreement; ii) written approval from the Federal Aviation Administration stating Seller has the right to sell the Property and iii) approval of a lot split from the larger parcel. Seller shall provide copies of the foregoing approvals to Buyer within two (2) days of receipt by Seller. In the event either the City Commission of the City of Leesburg does not approve this Agreement or the Federal Aviation Administration does not give the Seller the right to sell the Property, Seller will immediately provide written notification of such to Buyer.

- (a) *Governmental Approval Period.* The obligations of Buyer to consummate the transaction provided for in this Agreement are subject to and conditioned upon Buyer obtaining final approval for the total development of Buyer's Intended Use (the "**Governmental Approvals**") from the appropriate regulatory authorities within one hundred twenty (120) days from the expiration of the Inspection Period (the "**Governmental Approval Period**"). The phrase "total development of Buyer's Intended Use" as used in this Agreement shall mean Buyer shall have obtained on terms and conditions acceptable to Buyer all necessary permits, licenses, variances and approvals (collectively, the "**Permits**") pertaining to the building, signs, utilities, curbcuts, driveways (including both ingress and egress to and from public thoroughfares), zoning, use, easements, environmental controls, stormwater, wastewater, and any other permits which, in the sole judgment of Buyer, are necessary to permit it or its tenant(s) to make use of the Property for Buyer's Intended Use. The phrase "final approval" as used in this Agreement shall mean a final approval from any and all authorities having jurisdiction over the Property, including but not limited to local tax authorities, local health authorities, environmental authorities, local conservation, historical, beautification, or other entity having any legal or quasi-legal jurisdiction, which approval is either (i) affirmed upon administrative and judicial review by final order or judgment for which no appeal is or can be taken in accordance with the applicable laws and court rules of the State of Florida or the United States, or (ii) in effect beyond the period of limitations for administrative and judicial review thereof in accordance with the applicable laws and court rules of the State of Florida or the United States during which period no action or other proceeding is instituted for review thereof. Buyer may, however, waive all or any aspect of this final approval. In the event all Governmental Approvals are not obtained prior to the expiration of the Governmental Approval Period, Buyer shall have the right to an extension of the Governmental Approval Period for up to one (1) period of thirty (30) days by providing written notice of the exercise of each such extension to Seller and by making an additional deposit of Five Thousand and no/100 DOLLARS (\$5,000.00) (the "**Extension Deposit**"), which such deposit shall be applicable to the Purchase Price. If, at the expiration of the Governmental Approval Period, or the extended period, all the Governmental Approvals have not been obtained, Buyer may elect to terminate this Agreement by notice to Seller and the Additional Deposit and any interest earned thereon shall be returned to Buyer.

6. ***Entry on Property; Due Diligence Materials; Marketing Sign.***

- (a) On and after the Effective Date, the Buyer, its agents, employees, servants, or nominees, are hereby granted the right to immediately enter on all or any portion of the Property for the purpose of making any engineering, geological, ecological, environmental, soil, surveying, or other tests as may be

reasonably necessary or appropriate for the preparation of any plans, surveys, reports, applications, and maps for the subdivision or development thereof. All costs, expenses, liabilities, or charges incurred in or related to the performance of any legal, engineering, geological, ecological, environmental, soil, surveying, or other work on the Property by Buyer, the preparation by Buyer of any surveys, plans, reports, or maps for the development of the Property, and the costs of filing, recording, or gaining approval by any governmental agencies of any such surveys, reports, plans, or maps shall be paid by Buyer. Buyer hereby agrees to indemnify and hold Seller free and harmless from any such costs, expenses, liabilities, or charges associated with its entry on the Property for purposes of its inspection. Notwithstanding the foregoing, Buyer and its agents shall not conduct any Phase II environmental testing ("Phase II Sampling Activities"), without Seller's prior written consent, which may be withheld in Seller's commercially reasonable discretion as provided below. Buyer shall provide Seller at least three (3) business days' prior email notice of any proposed Phase II Sampling Activities to Al Minner, City Manager (Al.Minner@leesburgflorida.gov) for Seller's review and approval. Seller agrees that it shall not unreasonably withhold, condition or delay any proposed Phase II Sampling Activities requested by Buyer, which is recommended by a Phase I report obtained by Buyer. Buyer shall not provide the results of any environmental assessment obtained by Buyer to Seller, unless expressly requested by Seller.

- (b) Buyer agrees that should this Agreement be terminated or canceled for any reason not the fault of Seller at any time before title to the Property has been conveyed to Buyer, Buyer shall, at the written request of Seller, immediately repair any material damage done to said Property arising from any engineering, geological, ecological, environmental, soil, surveying, or other work performed thereon by Buyer, his agents, employees, servants, or nominees and to restore the said Property to the same condition it was in on the date of this Agreement.
- (c) To assist Buyer's due diligence, Seller shall within ten (10) days of the Effective Date, deliver or cause to be delivered to Buyer any and all surveys, site plans, engineering plans, environmental tests, soil studies, easement agreements, cross access easement agreements, or any other documents or reports in Seller's possession or under Seller's control related to the Property. Should Buyer not consummate the purchase of the Property, all such reports, studies and plans received from Seller shall be returned or provided to Seller.
- (d) Buyer, at Buyer's sole cost and expense, may place one or more signs on the Property for the purpose of advertising Buyer's Intended Use of the property or the availability of space therein, provided such signs are placed and maintained in accordance with all applicable governmental laws, codes, ordinances, rules, and/or regulations. Upon termination of this Agreement, Buyer will immediately remove such signs.

7. **Development Applications.** During the term of this Agreement, Seller agrees to cooperate with Buyer in the application for and processing of all governmental approvals required by Buyer to develop the Property. Such approvals may include, but shall not be limited to, site plan approval, building permits, variances, and similar land use or regulatory permits or approvals. If necessary, Seller shall execute such applications for governmental approvals and/or permits as requested by Buyer. Seller's execution of such documents shall not be unreasonably withheld, delayed or conditioned. All expenses associated with governmental approvals, permits and reviews shall be the sole responsibility of Buyer. Nothing herein shall be construed or interpreted as granting final approval for any land use or zoning changes; all such changes are subject to consideration and approval by the City Commission and/or Planning and Zoning Commission of the City of Leesburg.
8. **Representations of Seller.** Seller represents and warrants the following to Buyer to the best of its knowledge:
- (a) Other than this Agreement, there are no contracts for sale or options to purchase or any other agreements existing and in force with respect to or in any manner affecting all or any portion of the Property or any interest therein, including any service or maintenance contracts, written leases, or occupancy agreements.
 - (b) Seller's possession of the Property has been peaceable and undisturbed; Seller's title thereto has never been disputed or questioned nor does Seller know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to the Property, or any part thereof, might arise or be set up adverse to Seller.
 - (c) Seller is the record owner of the Property and has the legal right, power, and authority to enter into this Agreement and perform all of its obligations hereunder. The party signing this Agreement on behalf of the Seller is fully authorized by Seller to execute the Agreement on behalf of the Seller.
 - (d) There is no condemnation threatened or pending against the Property, or any part thereof.
 - (e) There are no other parties in possession of any portion of the Property.
 - (f) Seller has not disposed of, generated, manufactured, transported, treated, stored, handled, produced, processed or in any manner dealt with any hazardous substances or solid wastes on the Property and is not aware of any hazardous substances or solid wastes having been disposed of, generated, manufactured, transported, treated, stored, handled, produced, processed or in any manner dealt with on the Property. The Property is not

currently in violation of or subject to: (i) any existing, pending or threatened investigation or inquiry by any governmental authority; or (ii) any remedial obligation under any environmental law or regulation (hereafter referred to as an Applicable Environmental Law), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Resource Conservation and Recovery Act of 1976 (RCRA). The term "hazardous materials" as used in this Agreement shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, asbestos or any material containing asbestos or any other substance or material as may be defined as hazardous or toxic by any federal, state or local environmental law, ordinance, rule or regulation.

- (g) Seller is not aware of nor has Seller received any notice of any violations of any law, ordinance, order or requirement of any governmental agency with respect to the Property including any development order affecting the Property. Seller has no knowledge or notice of any existing or intended use of any adjacent or nearby property, which would adversely affect the use, or value of the Property.
- (h) Seller will not, without the prior consent of Buyer, take any action after the Effective Date, which will alter the status of title as disclosed in the Commitment or on the Survey. Buyer consents to Seller recording a restriction prohibiting residential uses on the Property, substantially in the form attached hereto as **Exhibit "B"**.
- (i) If the Property is encumbered by a mortgage(s), Seller will promptly and timely comply with all the terms, obligations, and covenants thereof, and will not suffer or permit any default to occur thereunder or under the note(s) secured thereby.
- (j) In reliance on Seller's representations, warranties and covenants set forth herein, Buyer will expend sums to investigate the Property and obtain necessary permits for Buyer's Intended Use. Accordingly, and in acknowledgment of such reliance, from and after Seller's execution of this Agreement, Seller covenants not to actively market the Property, accept any other contracts for the purchase or lease thereof, enter into any option agreements or otherwise grant any interest in the Property without the consent of Buyer, which may be withheld in Buyer's sole discretion. Further, during such period of time, Seller shall not (i) grant any easements, licenses or other use rights in the Property nor (ii) in any way do or fail to do any act, which may frustrate Buyer's intents and purposes in entering into this Agreement. Further, Seller shall not do or permit to be done any physical act with respect to the Property that would adversely affect or make more expensive Buyer's contemplated development thereof, and if, at Closing,

there exists any adverse change in the condition of the Property not caused solely by Buyer, Seller shall, if required by Buyer, restore the Property to the condition in which it existed on the Effective Date. In the event this Contract is terminated, the foregoing covenants and restrictions shall automatically terminate without further notice.

- (k) The Property is being sold, as is, where is. Seller makes and shall make no warranty regarding the title to the Property except as set forth in the instruments to be executed and delivered by Seller at closing in accordance with this Agreement, and Seller makes and shall make no warranty (either express or implied) regarding the condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. Buyer acknowledges that the Property is being sold on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis, and that except for Seller's representations and warranties specifically set forth in this Agreement, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied as to any matters relating to or concerning the Property.

9. ***Contingencies and Conditions.*** The following contingencies and conditions apply to this Agreement. Seller's obligation to sell the Property to Buyer is expressly subject to and contingent on the following:

- (a) Notwithstanding anything to the contrary contained herein, This Agreement is expressly subject to and contingent upon the City Commission of the City of Leesburg approving this Agreement in accordance with the laws, codes, rules, and regulations pertaining to the City of Leesburg. Seller shall make reasonable efforts to ensure that this Agreement is promptly presented to the City Commission for appropriate review and approval and shall thereafter notify Buyer of the City Commission's final decision.
- (b) Buyer understands and acknowledges that the Property is part of a larger parcel owned by Seller and that closing is therefore expressly contingent on Seller obtaining approval of a lot split, which approval will be pursued in good faith by Seller. Seller acknowledges that Buyer intends to obtain approval of a lot split of the Property concurrently with Seller's lot split process, however, Buyer's pursuit of a lot split is not a consideration for purposes of the Inspection Period extension addressed in Section 5 hereof.
- (c) Buyer understands and acknowledges that Seller's right to sell the Property to Buyer is expressly contingent on approval of the Federal Aviation Administration ("FAA"), which approval will be pursued in good faith by Seller. Buyer further understands and acknowledges that the

Property may not be used for any residential purposes whatsoever; consents to Seller recording a covenant or restriction against the Property to that effect or to the inclusion of a covenant or restriction in the Special Warranty Deed from Seller providing for such restriction against residential use; and further understands and acknowledges that certain height restrictions may apply to the Property as determined by the FAA. As with other Government Approvals, it shall be Buyer's responsibility to confirm any building height restrictions with the FAA, however, Seller will cooperate with Buyer.

10. ***Deliveries at Closing.*** At Closing, Seller will deliver (duly executed, where applicable) originals of the following to the Escrow Agent:

- (a) The Deed;
- (b) The final, recorded re-plat of the Property, at Seller's sole cost;
- (c) A FIRPTA Statement;
- (d) An executed original counterpart of the closing statement prepared by Escrow Agent;
- (e) A mark-up of the Title Commitment, indicating the satisfaction of all requirements, deleting the standard exceptions, insuring the "gap"; and
- (f) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Escrow Agent to fully effect and consummate the transactions contemplated hereby.

At Closing, Buyer will deliver (duly executed, where applicable) the following to Escrow Agent:

- (a) The balance of the Purchase Price;
- (b) An executed, original counterpart of the closing statement prepared by the Escrow Agent; and
- (c) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Seller or Escrow Agent to fully effect and consummate the transaction contemplated hereby.

11. ***Proration of Costs and Expenses.*** Seller shall pay the cost of documentary stamps on the Deed, recording fees and other costs for curing any title defects Seller is required to cure, and the cost of the Commitment and Policy. Buyer shall pay for the cost of recording the Deed and obtaining the Survey. Each party shall be responsible for their own attorney's fees except as herein specifically provided to the contrary. Real estate taxes and assessments, both general and special, shall be prorated as of the Closing based on the amount of taxes due for the year of Closing. In the event the actual amount of taxes for the year of Closing is not known as of the Closing, Buyer and Seller agree to re-prorate taxes, if necessary, at the time the actual tax bill for the year of Closing is rendered, which proration agreement shall survive Closing. If the Property is assessed as part of a larger

tract of land, taxes for the Property shall be calculated and prorated based upon the total tax bill for such larger tract multiplied by a fraction, the numerator of which shall be the acreage of the Property and the denominator of which shall be the total acreage of the larger tract.

12. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered or deposited with a recognized overnight delivery service or made by facsimile transmission to the party entitled or required to receive the same at the address or facsimile number specified below or at such other address as may hereafter be designated in writing by any such party, to wit:

To Seller: **The City of Leesburg**
Attn: Al Minner
501 West Meadow Street
Leesburg, FL 34748
Phone: (352) 728-9786 x1100
Email: Al.Minner@leesburgflorida.gov

With copy to: Stone & Gerken, P.A.
Attn: Grant Watson
4850 N. Highway 19A
Mount Dora, Florida 32757
Phone: 352-357-0330
Email: grant@stoneandgerken.com

To Buyer: **BluRock Development, LLC**
Attn: Joseph Schuemann
3408 S. Orange Avenue, Suite B
Orlando, FL 32806
Phone: 407-319-6834
Email: joe@blurockcommercial.com

With copy to: Woods & Woods, P.A.
Attn: David R. Woods
612 E Colonial Drive, Suite 190
Orlando, FL 32803
Phone: 407-481-2993

Facsimile: 407-481-2982

To Escrow Agent

Stone & Gerken, P.A.
Attn: Mary Ludwig
632 E. Fifth Avenue
Mount Dora, Florida 32757
Phone: 352-887-1700
Facsimile: 352-729-2418
Email: mary@stoneandgerken.com

13. **Assessments.** Seller shall pay any special assessments which (i) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due, or (ii) are not a lien but are then known and will be payable in whole or in part after the Closing Date.
14. **Brokers.** Seller shall pay all real estate brokerage commissions. Buyer is not represented by any broker in this transaction. Except for the real estate representatives disclosed herein, Buyer and Seller represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge payable on account of the sale of the Property. Each party agrees to indemnify and hold harmless the other against any other costs for such a charge arising out of the actions of the indemnifying party.
15. **Assignment.** Buyer may assign this Agreement to an affiliated entity controlled by principals of Buyer or to any entity contemporaneously with Closing that tenders Buyer's performance due at Closing without Seller's consent by written notice to Seller. Buyer may not otherwise assign this Agreement without Seller's consent. Where required pursuant to this Section 14, Seller's consent to an assignment will not unreasonably be withheld, conditioned or delayed.
16. **Binding Effect.** This Agreement shall be binding upon Seller and Buyer and shall inure to the benefit of the heirs, successors, and assigns of the respective parties hereto.
17. **Condition of Property at Closing; Condemnation, Moratorium.**
 - (a) On the Closing Date, the Property shall be in substantially the same condition as on the date of this Agreement. In the event any condemnation proceedings are instituted by any governmental authorities with respect to all or any portion of the Property, Buyer shall have the option to terminate this Agreement or to continue this Agreement. In the event Buyer elects to continue this Agreement, Seller shall not settle such proceedings without

Buyer's prior written consent and the award for such condemnation, if paid prior to the Closing, shall be either paid to Buyer or deducted from the Purchase Price at Closing.

- (b) Buyer's obligation to close this transaction is subject to there being no moratorium in effect or proceeding for a moratorium pending or threatened which would preclude or make unreasonably cost prohibitive Buyer's Intended Use of the Property, or which would impede or delay the immediate development of the Property or the immediate issuance of a permit or license necessary for the construction of the improvements constituting Buyer's Intended Use. If such a condition exists, Buyer may terminate this Agreement by written notice to Seller and the Deposit shall be returned to it or, at Buyer's option, the requirement of Buyer to close shall be suspended until the earlier of the lifting of such moratorium or six (6) months after the scheduled date for Closing. If, at the expiration of such six (6) month period, the condition still exists, this Agreement may be terminated by either Seller or Buyer providing written notice to the other and the Deposit shall be returned to Buyer.

18. ***Miscellaneous.***

- (a) *Effective Date.* The date upon which the later of Buyer or Seller executes this Agreement and delivers this Agreement to the other with all exhibits attached (the "**Effective Date**").
- (b) *Nature of Representations, Warranties, Covenants and Agreements.* Each and every representation, warranty, covenant and agreement made by the parties and contained in this Agreement or in any instrument, certificate or other document delivered pursuant to this Agreement, shall be deemed to be material, shall survive the execution and delivery of this Agreement, the Closing and the consummation of the transactions contemplated hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
- (c) *Governing Law.* This Agreement shall be construed and interpreted according to the laws of the State of Florida.
- (d) *Time of the Essence.* Time is of the essence with respect to each and every provision of this Agreement.
- (e) *Performance on Business Days.* If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Florida or a day when banks in Florida are permitted to close, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.
- (f) *Entire Agreement.* This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire agreement

between the parties hereto, and supersedes any and all prior agreements, arrangements and undertakings between the parties.

- (g) *Counterparts.* The parties may execute this Agreement in any number of identical counterparts hereto, each of which shall collectively constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- (h) *Joint Drafting.* The parties agree that each has played an equal part in the negotiation and drafting of this Agreement and in the event any ambiguities are determined to exist in this Agreement, the result of the ambiguity shall be equally assumed by each party and the Agreement shall not be construed more strictly against either party.
- (i) *Radon Gas.* Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- (j) *Escrow Agent.* In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the County having jurisdiction of the dispute, and upon notifying all parties concerned by such action, all liability on the part of the Escrow Agent shall fully terminate except to the extent of accounting for any monies theretofore delivered out of the escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. Seller acknowledges that Escrow Agent is Buyer's attorney in this transaction and agrees that serving as Escrow Agent will not preclude said law firm from representing Buyer in a dispute between the parties.
- (k) *Default.* In the event either party believes the other to be in default of its obligations pursuant to this Agreement, the party shall give the other party written notice of the alleged default and the other party shall have three (3) days within which to cure such default. The foregoing requirement of shall not apply to the delivery of any notice to be given by Buyer or the payment of

any monies to be paid by Buyer in accordance with the terms of this Agreement, for which there shall be no time period for Buyer to cure.

- (l) *Liquidated Damages.* AFTER ENDEAVORING TO ESTIMATE WHAT SELLER'S ACTUAL LOSS WOULD BE IN THE EVENT OF BUYER'S DEFAULT, AND AS A MATERIAL INDUCEMENT TO BUYER'S EXECUTION HEREOF, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN CASE OF BUYER'S DEFAULT, THAT THE AMOUNT OF THE DEPOSIT(S) IS A REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SELLER SHALL RETAIN THE DEPOSIT(S) AND ANY INTEREST EARNED THEREON AS LIQUIDATED DAMAGES AND AS ITS SOLE REMEDY AGAINST BUYER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER.
- (m) *Seller's Default.* In the event of Seller's default not cured within any applicable time frame, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of its Deposit or to maintain an action against Seller for specific performance of Seller's obligations pursuant to the Agreement. Notwithstanding the foregoing, in the event Seller's default is intentional and frustrates the availability of a specific performance remedy (e.g. Seller conveys the Property to a third party) Buyer may sue for damages as provided by applicable Florida law.
- (n) *Prevailing Party.* In the event of any action or suit by either party against the other to enforce the provisions of this Agreement, the party in whose favor final judgment is entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' and paralegals' fees.
- (o) *Tax Deferred Exchange.* If requested by Seller, Buyer agrees with Seller to cooperate with Seller to effect a tax-deferred exchange under the provisions of Section 1031 of the Internal Revenue Code, at no cost, expense or liability to Buyer. Seller agrees to indemnify and hold harmless Buyer from and against any cost, expense, liability, tax, charge, penalty or assessment arising out of or resulting from Seller's activities or Buyer's participation pursuant to this Section. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have the right to assign this Agreement to a qualified intermediary for purposes of completing such a tax deferred exchange. Buyer shall not be obligated to delay the Closing or to execute any document which would impose any liability on Buyer or to take title to any property. The parties agree that this Agreement is not contingent upon any such exchange.
- (p) *Severability.* If any provision of this Agreement becomes unenforceable for any reason, such unenforceability shall not limit or impair the operation or validity of any other provision of this Agreement.

Remainder of page intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Seller

The City of Leesburg

By: _____
Its: _____

Date of execution: _____

Buyer

BluRock Development, LLC

By: _____
Its: _____

Date of execution: _____

**Exhibit A
The Property**



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

COVENANT PROHIBITING RESIDENTIAL USES ON PROPERTY

THIS COVENANT PROHIBITING RESIDENTIAL USES ON PROPERTY is hereby executed this ____ day of _____, 2023, by **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose post office address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City").

WHEREAS, the City is the owner and operator of the Leesburg International Airport (the "Airport") which is located on certain real property located in Leesburg, Lake County, Florida described more particularly on Exhibit "A" attached hereto (the "Airport Property");

WHEREAS, the City is also the owner of certain unimproved real property located directly across US Highway 441 from the Airport Property, said property being described more particularly on Exhibit "B" attached hereto (the "Property");

WHEREAS, the Airport Property and Property are separated only by US Highway 441, and the Property is located directly across from runway areas on the Airport Property;

WHEREAS, based on the Property's proximity to the Airport and runway areas, residential dwellings and uses on the Property would be incompatible with the Airport's operations on the Airport Property; and

WHEREAS, the City wishes to avoid incompatible development of properties in and around the Airport and to avoid interference with operations at the Airport.

NOW, THEREFORE, based on the foregoing, the City wishes to impose a covenant or restriction on the Property prohibiting residential dwellings and uses on the Property as set forth herein.

1. The foregoing recitals are true and correct and are incorporated herein for all purposes.
2. Residential dwellings, residential accommodations, and residential uses shall be prohibited on the Property. No portion of the Property may be used for any residential dwellings, accommodations, uses or purposes whatsoever (the "Residential Prohibition").
3. The Residential Prohibition is for the benefit of the Airport Property and is a covenant that shall run with the title to the Property and shall be binding on the owner of the Property and such owner's heirs, personal representatives, trustees, successors and assigns. The Residential Prohibition shall be enforceable by the City and by the owner of the Airport Property.
4. In the event of any litigation related to or arising out of this Covenant, the prevailing party shall be entitled to collect from the non-prevailing party, reasonable attorney's fees and costs (including at the trial and appellate levels). This Covenant shall be construed and interpreted under the laws of the State of Florida, and venue for any action related to or arising

out of this Covenant shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

IN WITNESS WHEREOF, the City has executed this Covenant on the day and year first above written.

Signed, sealed and delivered in our presence:

**CITY OF LEESBURG, FLORIDA,
A Florida municipal corporation**

By: _____
James A. Burry, Jr., Mayor

Attest:

J. Andi Purvis, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this ____ day of _____, 2023, by James A. Burry, as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who is ____ personally known or produced as identification

_____.

(Seal)

NOTARY PUBLIC

EXHIBIT "A"
(Legal description of Airport Property)

EXHIBIT "B"
(Legal description of Property)



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

October 2, 2023

Mrs. Tracey Dean
Airport Manager
Leesburg International Airport
8807 Airport Blvd
Leesburg, FL 34788

Letter of Release (AIP Grant-Obligated Land)

Leesburg International Airport
10.41 acres
Leesburg, FL

Dear Mrs. Dean:

This is in response to your letter dated June 30, 2023, requesting that 10.41 acres be released from the terms, conditions, and obligations of currently active Grant Agreements between the Federal Aviation Administration (FAA) and the City of Leesburg.

The requested release is for the purpose of permitting the Airport Owner to dispose or sell this property and convey title of this property for commercial purposes.

We have concluded that this property, as described below, is no longer needed for airport purposes:

LEGAL DESCRIPTION

PARCEL 15-19-25-0003-000-00500

E 1/2 OF GOV LOT 4 LYING S'LY OF SILVER LAKE DR IN SEC 15-19-25--LESS THAT PART OF SE 1/4 OF SW 1/4 LYING 200 FT S OF S'LY R/W OF SILVER LAKE DR AS IT EXISTED ON AUGUST 22, 2017 & W OF THE APPROACH CLEAR ZONE OF RUNWAY 3-21 OF LEESBURG INTERNATIONAL AIRPORT AS IT EXISTED ON JUNE 1, 2014--NE 1/4 OF NW 1/4 LYING N OF N'LY R/W LINE OF HWY 441 IN SEC 22-19-25--LESS LYING W OF W'LY APPROACH CLEAR ZONE OF RUNWAY 3-21 OF THE LEESBURG INTERNATIONAL AIRPORT & N OF THE N'LY R/W OF US HWY 441 AS SAID CLEAR ZONE & R/W EXISTED ON JUNE 1, 2014--BEING IN SECS 15 & 22-19-25 ORB 367 PG 74 ORB 411 PG 625 ORB 874 PG 2300

By accepting this release, agrees to:

1. Deposit, immediately after the sale, \$2,550,000 based on its current FMV or an equivalent amount, into an identifiable interest bearing account currently paying the highest interest rate. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.
2. Maintain accurate records of expenditures from the account in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.
3. Ensure that whoever the land is initially and subsequently conveyed to including the airport owner, they and their successors and assigns protect the rights and interests of the public in Leesburg International Airport and prevent any use of subject property that would constitute an airport hazard, including wildlife hazards.
4. Within **90 days**, update the Airport Layout Plan and Exhibit "A" Property Map to reflect the new airport boundaries.
5. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
6. Ensure that they and their successors and assigns shall not permit/afford access from the subject property onto Leesburg International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and the enclosed duplicate and returning one copy to our office.

Sincerely,

**BARTHOLOMEW
VERNACE**

Digitally signed by
BARTHOLOMEW VERNACE
Date: 2023.10.02 11:38:58 -04'00'

Bart Vernace, P.E.
ORL ADO Manager

1 Enclosure

Accepted for Leesburg International Airport

By: _____

Title: _____

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: November 27, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between the School Board of Lake County, Florida, Blue Cedar Investments, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Blue Cedar Proportionate Share)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the attached Proportionate Share Mitigation Agreement.

Analysis:

A proportionate share agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This Proportionate Share Mitigation agreement requires a payment of \$1,220,170.00, payable to the Lake County School board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:

N/A

Options:

1. Approve the attached Proportionate Share Mitigation Agreement as presented; or
2. Other action as the Commission may choose.

Fiscal Impact:

No fiscal impact to the City of Leesburg is anticipated as a result of this agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A PROPORTIONATE SHARE AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, BLUE CEDAR INVESTMENTS, LLC, AND THE CITY OF LEESBURG, FLORIDA, TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE. (BLUE CEDAR PROPORTIONATE SHARE)

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

THAT the Mayor and City Clerk are hereby authorized to execute a Proportionate Share Mitigation Agreement, under Lake County School Concurrence Case Number 2023-18, for the Project known as Blue Cedar, as attached hereto, between the Lake County School Board, whose address is 201 West Burleigh Avenue, Tavares, Florida, 32778, and Blue Cedar Investments, LLC, a Florida limited liability corporation, whose address is 210 Hangar Road, Kissimmee, Florida, 34741, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida, 34748.

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 27th day of November 2023.

Mayor

ATTEST:

City Clerk

Return to:
Helen LaValley
Lake County Schools – Growth Planning Dept.
201 W. Burleigh Blvd.
Tavares, FL 32778

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Blue Cedar School Concurrency Case# 2023-18

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), Blue Cedar Investments, LLC, a Florida limited liability corporation, whose address is 210 Hangar Road, Kissimmee, Florida 34741, (“**Applicant**”); and the City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (“**Local Government**”). School Board, Applicant, and Local Government may also be referred to herein each as a “**Party**”.

WHEREAS, School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida (“**County**”) entered into that certain First Amended Interlocal Agreement For School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Applicant is the property owner of those certain tract(s) of land located in Leesburg, Florida, commonly identified by Alternate Keys 1082056 and 3828496, more particularly described on **Exhibit “A”** attached hereto, and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant has requested Local Government approval to allow development of three hundred seven (307) total dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, School Board has determined the anticipated deficit created by the Project as of the date of School Board’s capacity review is thirty-five (35) high school students (the “**Capacity Deficit**”).

WHEREAS, Local Government's approval of the final site plan or plat without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities to be created by the actual development of the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board, Applicant, and Local Government hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the "**Expiration Date**"). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Applicant's good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and Local Government and recorded, at Applicant's sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** Applicant's proportionate share mitigation payment is One Million Two Hundred Twenty Thousand One Hundred Seventy and 00/100 Dollars (\$1,220,170.00 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. 35 x \$34,862.00 = \$1,220,170.00).
 - b. **Due Date.** The Mitigation Payment shall be made prior to recording of a plat for each phase or no more than ninety (90) days after final site plan approval by Local Government for the Project, whichever is applicable (the "**Due Date**"). This provision shall survive the expiration of this Agreement.

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to

the Applicant recording the final plat for each phase, based on the number of residential dwelling units reflected on the final plat for each such phase.

By way of example, if the phase 1 plat contains 207 residential dwelling units, then the Proportionate Share Mitigation payment due prior to the recording of such plat would be \$817,514.00 (207/307 x \$1,220,170). The remaining phase would be as follows:

Phase 2 (100 units):	<u>\$402,656.00</u>
Total:	\$1,220,170.00

In the event that the final plat approved by LOCAL GOVERNMENT results in less than three hundred and seven residential single family and multi-family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by LOCAL GOVERNMENT.

- c. **Delivery Instructions.** Applicant shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit "D"**, to School Board's Growth Planning Department at 201 West Burleigh Boulevard, Tavares, FL 32778.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Applicant shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Applicant shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to School Board. School Board will notify all applicable local governments once the Mitigation Payment is received by School Board.

6. **Termination.** This Agreement shall be terminable at the School Board's option if (a) Local Government does not issue final site plan approval for Phase 1 of the Project within one hundred eighty (180) days of the Effective Date of this Agreement, or (b) Applicant fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. Provided, however, with respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Applicant with the reasonably opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Applicant.

7. **Effect of Termination.** Except as otherwise provided for herein, if this Agreement is terminated, then Applicant and School Board shall have no further duties or obligations hereunder and Applicant shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Applicant, School Board, and Local Government each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and approvals of Local Government and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, and thereafter recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board:	School Board of Lake County Attn: Superintendent of Schools 201 West Burleigh Blvd. Tavares, FL 32778 Email contact – lavalleyh@lake.k12.fl.us
If to Local Government:	City of Leesburg Attn: City Manager 501 West Meadow Street Leesburg, FL 34748
If to Applicant:	Mr. Craig Harris Blue Cedar Investments LLC 210 Hangar Road Kissimmee, FL 34741 Email contact: charris@jtdlandco.com
With a copy to:	Carolyn Haslam Akerman LLP 420 S. Orange Avenue, Suite 1200 Orlando, FL 32801 Email contact – Carolyn.haslam@akerman.com

11. Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

12. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

13. **Recording of this Agreement.** Applicant shall submit this Agreement to the Lake County Clerk of Court for recording, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Applicant, School Board, and Local Government. Failure to timely submit this Agreement for recording shall render it null and void.

14. **Recording Notice of Satisfaction.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

15. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Applicant, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

16. **Construction.** This Agreement shall be construed as if Applicant, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

17. **Modification; Waiver.** This Agreement may not be modified or amended nor shall any provision of this Agreement be waived except in writing signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so.

18. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

19. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

20. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Applicant, School Board, and Local Government each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Applicant, School Board, and Local Government hereby waive any challenge to personal jurisdiction or venue in such courts.

21. **Prevailing Party Attorney's Fees.** If Applicant, School Board, or Local Government brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

22. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Applicant shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

23. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

24. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, School Board, Local Government and Applicant have executed this Agreement as of the dates set forth below.

The School Board of Lake County, Florida

By: Marc A. Dodd
Marc A. Dodd, Board Chair

Date: 10-23-2023

Approved as to form:

[Signature]
School Board Attorney

Attest:

[Signature]
Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____
Jimmy Burry, Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

J. Andi Purvis, City Clerk

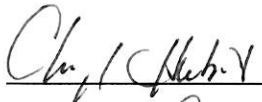
"Applicant"

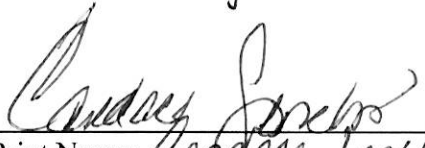
Signed, sealed and delivered
in the presence of:

Blue Cedar Investments, LLC, a Florida
limited liability company

By: 
Craig C. Harris, its Manager

This 28 day of September, 2023.


Print Name: Cheryl Hubert


Print Name: Candace Lenoir

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of September, 2023, by Craig C. Harris, Manager of **Blue Cedar Investments**, a Florida limited liability company, on behalf of such company. Said person (check one) [☒] is personally known to me or [☐] produced _____ as identification.


Print Name: Ambar Crespo
Notary Public, State of Florida
Commission No.: 463408
My commission expires: 06/15/24

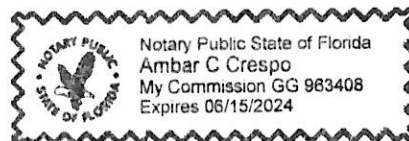


Exhibit A – Legal Description

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND GOVERNMENT LOT 4, EAST OF US HIGHWAY 27, IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 3/4 OF THE EAST 1/4 OF GOVERNMENT LOT 1 AND THE NORTHWEST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 1 AND THE SOUTHWEST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 1, LYING NORTH OF LAKE, ALL IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

Exhibit B – Location Map



PSMA – Blue Cedar
LCS# 2023-18 – Leesburg
72304228;2

Exhibit D – Proportionate Share Mitigation Payment Form

Exhibit D

Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2023-18
Project Title:	Blue Cedar
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1082056, 3828496
Permit Type: (Plat, preliminary plat or final site plan, final subdivision plan, etc.)	Final Plat(s) - 3 phases
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Blue Cedar
Total Units:	189 detached SF and 118 attached SF/TH
Unit Type: SF, MF, MH	Single Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions

Complete form and return with payment to:
 Lake County Schools
 Growth Planning Department – Attn: Helen LaValley
 201 West Burleigh Boulevard
 Tavares, FL 32778

For more information contact Helen LaValley, Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us

8/29/2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 27, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the purchase of a Utility Easement from Infinity Holdings III, LLC for use in connection with the US Highway 27 Bypass Force Main Project in the amount of \$50,000.00; and providing an effective date.

Staff Recommendation:

Staff recommends approving the purchase of the Utility Easement from Infinity Holdings III, LLC for \$50,000.00

Analysis:

The City is in the process of designing the US 27 Force Main Bypass Project to support growth in the southern area of the City. Infinity Holdings III, LLC is the owner of a parcel of land adjacent to US Highway 27 which is within the area planned for installation of the bypass. Although the City has obtained utility easements for nearly the entire project area, the City has yet to obtain a utility easement to facilitate a connection to the City's existing lines along US Highway 27. The proposed utility easement would establish a connection point to the City's existing utility lines and acquisition of the easement is critical to the US 27 Bypass Force Main Project.

Procurement Analysis:

The purchase price of \$50,000.00 has been negotiated with the property owner and is a reasonable price.

In January, 2023, the City closed on the purchase of a 1,200 square foot portion of the Winn Dixie parking lot to support the expansion of Lift Station 72. The purchase price for the Lift Station 72 expansion parcel was \$50,000.00 and was a smaller parcel than the proposed utility easement. Although the Lift Station 72 purchase involved acquiring the property rather than an easement, the proposed easement area is approximately 2.53 acres, which is much larger overall and provides the rights needed for purposes of the US 27 Bypass Force Main Project at a lower cost than acquiring title to the subject property.

Options:

1. Adopt the Resolution approving the purchase of the Utility Easement 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 APPROVING THE PURCHASE OF A UTILITY EASEMENT FROM
INFINITY HOLDINGS III, LLC FOR USE IN CONNECTION WITH THE US
HIGHWAY 27 BYPASS FORCE MAIN PROJECT IN THE AMOUNT OF
\$50,000.00; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the purchase of the Utility Easement from Infinity Holdings III, LLC on Parcel ID 25-20-24-0002-000-01000 in the amount of \$50,000.00 is approved. The City Manager is authorized to deliver the purchase price to Infinity Holdings III, LLC in exchange for the Utility Easement, and is further authorized to accept and record the Utility Easement on behalf 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 27th day of November 2023.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **INFINITY HOLDINGS III, LLC**, a Florida limited liability company, whose mailing address is 27101 US-27, Leesburg, Florida 34748, ("**GRANTOR**," to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

THE "FLORIDA POWER CORPORATION EASEMENT" AS DESCRIBED AND DEPICTED ON THE PROPOSED UTILITY EASEMENT SURVEY AND DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

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

GRANTOR warrants and covenants that GRANTOR is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that GRANTEE, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. GRANTEE shall include GRANTEE'S agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

GRANTOR:

INFINITY HOLDINGS III, LLC,
a Florida limited liability company

[Signature]
Signature
Chirag Patel
Printed Name

By: [Signature]
Yicxy Pringle, Manager

[Signature]
Signature
Darlie A. Cotto
Printed Name

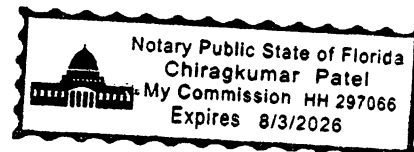
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of October, 2023, by Yicxy Pringle as Manager of Infinity Holdings III, LLC, who is ☐ personally known to me or ☒ who produced the following identification:

[Signature]
Notary Public Signature
Chirag Patel
Notary Public Name

My Commission Number: HH297066
My Expiration Date: 08/03/2026

(seal)





SCALE 1"=50'

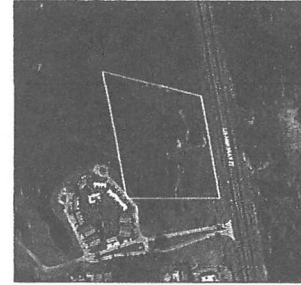
LEGEND:

— OE — OVERHEAD UTILITY LINE

PROPOSED UTILITY EASEMENT SURVEY

US HIGHWAY 27, LEESBURG, FLORIDA

SWEET DEALS LLC
US HIGHWAY 27
LEESBURG FL, 34748
PARCEL NUMBER: 25-20-24-0002-000-01000
ALTKEY: 1775159



SITE MAP
SCALE: 1" = 350'



SITE SURVEY

SCALE: 1" = 50'

EASEMENT LEGAL DESCRIPTION

PARCEL FOR FLORIDA POWER CORPORATION, 170 FEET UTILITY EASEMENT

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

FROM SOUTHWEST CORNER OF E 800 FEET OF SOUTH 284 FEET OF NORTH 552 FEET OF EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 800 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY (R.O.W.) OF U.S. HIGHWAY NO. 27, THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25, THENCE EAST TO A POINT ON A LINE THAT IS 800 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, BEING THE NORTHWEST CORNER OF PARCEL NUMBER 25-20-24-0002-000-01000, THENCE CONTINUE NORTH 87°00'00" EAST, A DISTANCE OF 800.00 FEET ALONG THE SOUTH LINE OF NE 1/4 OF NW 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 24 EAST TO A POINT IN THE WESTERLY R.O.W. OF US 27, THENCE SOUTH 0°48'19" EAST, A DISTANCE OF 602.24 FEET ALONG SAID WESTERLY R.O.W. BEING THE NORTHEAST CORNER OF PARCEL NUMBER 25-20-24-0002-000-01000 AND THE POINT OF BEGINNING FOR THE 170 FEET UTILITY EASEMENT, THENCE SOUTH 17°30'00" EAST, A DISTANCE OF 168.25 FEET ALONG SAID WESTERLY R.O.W. LINE OF ROAD US 27, THENCE NORTH 79°07'00" WEST, A DISTANCE OF 848.00 FEET, THENCE NORTH 10°30'00" WEST A DISTANCE OF 168.75 FEET PARALLEL TO SAID R.O.W., THENCE SOUTH 78°07'00" EAST, A DISTANCE OF 648.00 FEET THE POINT OF BEGINNING.

PARCEL CONTAINING 2.53 ACRES, MORE OR LESS.

Source: FPRM, NAVD 83, NAD 83 Florida East State Plane Coordinate

REVISED: 11/10/2023

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 82-17.050, 82-17.051, 82-17.052, 82-17.053 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SELECTING 473.057, FLORIDA STATUTES, AND THAT THE SEAL HEREON MEETS THE REQUIREMENTS AS SET FORTH IN CHAPTER 82-17.062, PURSUANT TO SELECTING 473.058, FLORIDA STATUTES.

LEGEND	
BN BENCHMARK	WJ WATER METER
ELV ELEVATION	OE OVERHEAD OR UNDERGROUND ELECTRIC
EP ELECTRIC POLE	G GAS
FI FIRE INSULANT	FC FILTER CONTROL SYSTEM
JB JUNCTION BOX	E ELECTRIC METER
LP LIGHT POLE	CONC CONCRETE
SAV/SR SANITARY	STN STORM SEWER
SH SHORHOLE	CMP CORRUGATED METAL PIPE
SVN SIGN	R/W RIGHT OF WAY
TCP CORRODED CONCRETE PIPE	WB WALLBOX
W WATER	OLG ORLANDO UTILITY COMMISSION
WY WATER YULT	UC/UTV UNDERGROUND CABLE TV

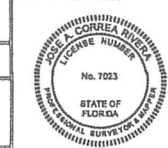
CERTIFIED TO:
CITY OF LEESBURG

PURA VIDA
ENGINEERING SERVICES

6457 HAZELTINE NATIONAL DRIVE,
SUITE 150
ORLANDO, FLORIDA 32822

JOSE A CORREA
CORREA
Date: 2023.10.12
11:44:58 -0700'

SEAL & SIGNATURE:



SHEET NO. 1
DRAWN BY: M. LIFE
SCALE: 1" = 50'
FIELD SURVEY DATE: 01/25/2023
JOB NO.: J255E
CHECKED: J.C.

EASEMENT LEGAL DESCRIPTION

PARCEL FOR FLORIDA POWER CORPORATION, 170 FEET UTILITY EASEMENT

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

FROM SOUTHWEST CORNER OF E 660 FEET OF SOUTH 284 FEET OF NORTH 550 FEET OF EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY (R.O.W.) OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, BEING THE NORTHWEST CORNER OF PARCEL NUMBER 25-20-24-0002-000-01000; THENCE CONTINUE NORTH 90°00'00" EAST, A DISTANCE OF 500.00 FEET ALONG THE SOUTH LINE OF NE ¼ OF NW ¼ OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST TO A POINT IN THE WESTERLY R.O.W. OF US 27; THENCE SOUTH 09°48'16" EAST, A DISTANCE OF 680.24 FEET ALONG SAID WESTERLY R.O.W. BEING THE NORTHEAST CORNER OF PARCEL NUMBER 25-20-24-0002-000-03100 AND THE POINT OF BEGINNING FOR THE 170 FEET UTILITY EASEMENT; THENCE SOUTH 10°35'00" EAST, A DISTANCE OF 186.75 FEET ALONG SAID WESTERLY R.O.W. LINE OF ROAD US 27; THENCE NORTH 76°07'58" WEST, A DISTANCE OF 648.00 FEET; THENCE NORTH 10°35'00" WEST A DISTANCE OF 186.75 FEET PARALLEL TO SAID R.O.W.; THENCE SOUTH 76°07'58" EAST A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2.53 ACRES, MORE OR LESS.

JOINDER AND CONSENT TO UTILITY EASEMENT

STEVEN W. PARRAMORE as Trustee of the STEVEN W. PARRAMORE LIVING TRUST, DATED OCTOBER 3, 2000 and TERI WHITESCARVER, whose mailing address is 109 Sundown Drive, Russellville, KY 42276, hereby certifies that they are the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between INFINITY HOLDINGS III, LLC, a Florida limited liability company, and the CITY OF LEESBURG; and agrees that its interest in the property by virtue of the Mortgage dated January 10, 2023, and recorded on January 10, 2023, in Official Records Book 6078, Page 329, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Holly K Lumm
Signature
Holly K Lumm
Printed Name

Steven W. Parramore
STEVEN W. PARRAMORE as Trustee of the
STEVEN W. PARRAMORE LIVING TRUST
DATED OCTOBER 3, 2000

Sacraene Samuels
Signature
Sacraene Samuels
Printed Name

STATE OF Florida
COUNTY OF Monroe

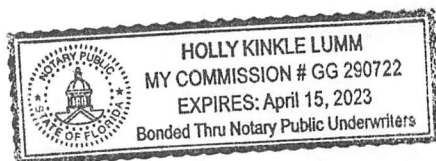
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of March, 2023, by Steven W. Parramore as Trustee of the Steven W. Parramore Living Trust dated October 3, 2000, who is ☐ personally known to me or ☒ who produced the following identification: Driver's License

Holly K Lumm
Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)



Victoria Wilson

Signature

Victoria Wilson

Printed Name

Emma Peek

Signature

Emma Peek

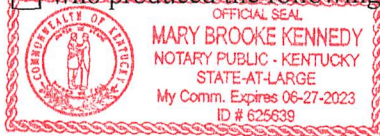
Printed Name

Teri Whitescarver

TERI WHITESCARVER

STATE OF Kentucky
COUNTY OF Lyon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 17 day of March, 2023, by Teri Whitescarver, who is ☐ personally known to me or ☒ who produced the following identification:



Mary Brooke Kennedy

Notary Public Signature

Mary Brooke Kennedy

Notary Public Name

My Commission Number:

625639

My Expiration Date:

6/27/2023

(seal)

EXHIBIT A

That part of the East 1/2 of the Northwest 1/4 and that part of the West 1/2 of the Northeast 1/4 of Section 25, Township 20 South, Range 24 East in Lake County, Florida, bounded and described as follows:

From the Southwest corner of the East 660 feet of the South 284 feet of the North 550 feet of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 25, run Easterly parallel with the North line of said Section 25 to a point that is 600 feet West of the Westerly line of the right of way of U. S. Highway No. 27; thence run Southeasterly parallel with the Westerly line of said right of way to a point that is 300 feet North of the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 25; thence East to a point on a line that is 500 feet West of and parallel with the Westerly line of said right of way, thence Southeasterly along said parallel line to the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 25; thence continue Southeasterly along said parallel line to a point that is 300 feet South of said South line of the Northeast 1/4 of the Northwest 1/4; thence West to a point on a line that is 600 feet West and parallel to said Westerly line of the right of way of U. S. Highway No. 27; thence run Southeasterly along said parallel line for a distance of 218.18 feet to the North line of a 170.00 foot wide Florida Power Corporation Easement (Law #7513, Circuit Court of Lake County, Florida, Drawing #T-4707-D-3) said point being the POINT OF BEGINNING; thence continue South 10°35'00" East along said parallel line for a distance of 186.75 feet to the South line of said Florida Power Corporation Easement; thence run South 79°07'58" East along the South line for a distance of 648.00 feet to the Westerly right of way line of said U.S. Highway No. 27; thence run North 10°35'00" West along the said Westerly right of way line for a distance of 186.75 feet to the aforesaid North line of said Florida Power Corporation Easement; thence run North 76°07'58" West along the said North line for a distance of 648.00 feet to the POINT OF BEGINNING.

AND

That part of the East 1/2 of the Northwest 1/4 and that part of the West 1/2 of the Northeast 1/4 of Section 25, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

From the Southwest corner of the East 660 feet of the South 284 feet of the North 550 feet of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 25, run Easterly parallel with the North line of said Section 25 to a point that is 600 feet West of the Westerly line of the right of way of U. S. Highway No. 27; thence run Southeasterly parallel with the Westerly line of said right of way to a point that is 300 feet North of the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 25; thence East to a point on a line that is 500 feet West of and parallel with the Westerly line of said right of way, thence Southeasterly along said parallel line to the South line of the Northeast 1/4 of the

Northwest 1/4 of said Section 25; thence continue Southeasterly along said parallel line to a point that is 300 feet South of said South line of the Northeast 1/4 of the Northwest 1/4; thence West to a point on a line that is 600 feet West and parallel to said Westerly line of the right of way of U. S. Highway No. 27; thence run Southeasterly along said parallel line for a distance of 404.93 feet to the South line of a 170.00 foot wide Florida Power Corporation Easement (Law #7513 Circuit Court Lake County, Florida, Drawing #T-4707-D-3) said point being the POINT OF BEGINNING; thence continue South 10°35'00" East along said parallel line for a distance of 632.03 feet to the South line of North 1/2 of said Section 25; thence run North 89°59'21" East along said South line for a distance of 600.07 feet to the Westerly right of way line of said U. S. Highway No. 27; thence run North 10°35'00" West along the said Westerly right of way for a distance of 473.92 feet to the aforesaid South line of a Florida Power Corporation Easement; thence run North 76°07'58" West along the said South line of the Florida Power Corporation Easement for a distance of 648.00 feet to the POINT OF BEGINNING.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 27, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Management Services Agreement with Facci Bella, Inc. to manage LakeFront TV; and providing an effective date.

Staff Recommendation:

Approve contract with Facci Bella.

Analysis:

Per Commissions direction at its November 13th meeting, attached is the contract with Facci Bella, Inc. to manage Lakefront TV.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
MANAGEMENT SERVICES AGREEMENT WITH FACCI BELLA, INC. TO
MANAGE LAKEFRONT TV; 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 Facci Bella, Inc., whose address is 27650 SE Highway 42, Umatilla, Florida 32784, for Lakefront TV Production Services (RFP 232002).

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 27th day of November 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR MANAGEMENT SERVICES

THIS AGREEMENT is made as of the 27th day of November 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 **Facci Bella, Inc.** whose address is 27650 SE Highway 42, Umatilla, Florida 32784 (hereinafter referred to as the "CONTRACTOR").

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

1. **Services.** The CONTRACTOR shall perform and deliver to the CITY the services described in "**EXHIBIT A**" which is attached and incorporated by reference herein. The CONTRACTOR shall further manage the existing Agreement between the CITY and the Lake County Board of County Commissioners described in "Exhibit "B", attached and incorporated by reference herein. Nothing herein shall limit the CITY's right to obtain proposals or services from other contractors for similar projects.

CONTRACTOR shall produce and air informative video publications. Such obligation will require the CONTRACTOR to provide not less than two thousand five hundred minutes (2,500) of media productions for each year that the CONTRACTOR is retained by the CITY. Such production work will be in conformity with Exhibit "A" herein.

2. **Compensation.** The CITY shall pay CONTRACTOR for services performed pursuant to this Agreement as follows:

- a. Effective January 1, 2024, the CONTRACTOR shall be paid two hundred thirty-five thousand five hundred dollars (\$235,500.00). Twelve equal payments of \$19,583.33 per month will be made to the CONTRACTOR on the 1st of each month.
- b. Effective January 1, 2025, the CONTRACTOR shall be paid two hundred forty-seven thousand two hundred seventy-five dollars (\$247,275.00). Twelve equal payments of \$20,606.25 per month will be made to the CONTRACTOR on the 1st of each month.
- c. Effective January 1, 2026, the CONTRACTOR shall be paid two hundred fifty-nine thousand six hundred thirty-nine dollars (\$259,639.00). Twelve equal payments of \$21,636.58 per month will be made to the CONTRACTOR on the 1st of each month.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. All material, media and work shall be subject to the approval of the CITY's representative.

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

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

5. **Term of Agreement.** The term of this Agreement shall be for a period starting on December 18, 2023 and ending December 31, 2026, unless earlier terminated under another provision of this Contract. This Agreement may be renewed for three (3) additional one-year terms, if mutually agreeable to both parties.

- a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.
- b. **Cost Adjustment.** Pricing for any Renewal Terms, pursuant to paragraph 5.a will be subject to the current consumer price index at the time of renewal, but in any case shall not exceed 5% per year.

6. **Termination.** All or part of this contract may be terminated under the following conditions:

- a. **For Convenience.** This Contract may be terminated by either party for its convenience by providing forty-five (45) days written notice to the other party. In such event the CONTRACTOR will be entitled to pro-rated compensation for services competently performed up to the date of termination as set forth in paragraph 1 and 2 herein.
- b. **For Cause.** City may terminate the Contract for cause if CONTRACTOR:
 - i. becomes Insolvent/Bankrupt, or
 - ii. commits a material breach of the Contract which does not otherwise have a specific contractual remedy, provided that:

City shall first provide CONTRACTOR with detailed written notice of the breach and of CITY's intention to terminate the contract, and

CONTRACTOR shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

7. **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.

8. **Insurance Requirements.**

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

vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

d. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

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

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

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

12. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

13. **Access to Records.** CONTRACTOR will maintain accounting records in accordance with generally accepted accountings principles and practices, to substantiate all invoice amounts. Said records will be available for examination by the city during CONTRACTOR's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

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

Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CITY.

15. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers'

compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

16. **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.

17. **Entire Agreement.** This contract sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral and written, all which are deemed to have merged into this Contract and to have been extinguished except to the extent specifically set forth herein. This Contract may not be amended orally, by implication, by course or conduct, or in any other matter whatsoever than by way of a written instrument by both parties hereto or their lawful successor, and approved by the Leesburg City Commission at a duly noticed meeting with a quorum present. This Contract shall be construed in accordance with the laws of Florida. This Contract shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Contract in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this contract.

18. **Notices.** Any notice permitted or required by this Agreement shall be in writing and shall be delivered in person, sent by Federal Express, UPS or other widely recognizer overnight courier service or mailed by United States Mail, certified with return receipt required and all postage charges prepaid. Except where receipt is specially required. Any notices sent by U.S. Mail in accordance with ese standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon deliver; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

City of Leesburg
Attn: Purchasing Manager
501 W. Meadow Street
Leesburg, FL 34748

Dr. Anna Marie Chwastiak
27650 SE Highway 42
Umatilla, FL 32784

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

20. **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.

21. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Dr. Anna Marie Chwastiak. The primary contact person under this Agreement for the CITY shall be the City Manager.

22. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

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

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

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

25. **Illegal Alien Labor -** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an

employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

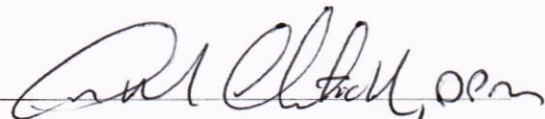
26. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature.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

27. **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.

FACCI BELLA, INC.

By: 

Printed: Anne Marie Chvastick, ppm

Its: President, Owner
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

EXHIBIT "A"

The purpose of this Contract is to engage Contractor to provide video productions services for City's "Lakefront TV" television station, in accordance with the terms stated.

CONTRACTOR shall have the following responsibilities:

- A. Provide a qualified broadcast technician on site at CITY's Lakefront TV studios to handle all television programming including shooting, editing, studio setup and operations, and any work required in conjunction with Lakefront TV's cablecast media server. CONTRACTOR will maintain current operations at Lakefront TV and all existing weekly programming, while improving the overall quality of the channel for its viewers.
- B. CONTRACTOR will broadcast all public meetings which include all Regular Meetings of the City Commission, Special Meetings of the City Commission, All workshops and Budget workshops of the City Commission, All Community Redevelopment Agency Meetings, All Planning and Zoning Commission meetings, and other meetings that may be requested from time to time.
- C. CONTRACTOR will also assume the responsibilities of that certain Interlocal Agreement between the CITY and the Lake County Board of County Commissioners dated May 11, 2020 and attached hereto marked Exhibit "B".
- D. CONTRACTOR will provide resources, as required, to assist in writing, scheduling and producing television programs. CONTRACTOR will actively promote Lakefront TV to increase its visibility to the public and generate new programming complementary to existing programming.
- E. Except as otherwise specified, programming will adhere to the current character of Lakefront TV as a government access cable channel with a primary format of local public affairs, governmental issues, medical information, and business information on Leesburg and Lake County. All programming management decisions will be coordinated jointly between CITY, through the office of the City Manager, and the CONTRACTOR.
- F. CITY shall permit CONTRACTOR to set up part of its operations in the Lakefront TV studio, and to utilize f CONTRACTOR's privately owned production equipment in conjunction with the equipment already owned by the CITY. Additional equipment provided by CONTRACTOR will include high definition cameras, studio and location lighting fixtures, grip equipment (stands, clamps, mounts, flags, scrims, heads, etc.), a broadcast quality teleprompter, multiple microphones and two Final Cut Pro HD editing bays. The parties will inventory and label all equipment to keep a record of ownership. CONTRACTOR may not utilize any CITY owned equipment for CONTRACTOR's own private video production work. CITY equipment must be used only on Lakefront TV productions.

- G. The primary duties of the CONTRACTOR will be to manage all production of Lakefront TV's current operations and develop video productions highlighting the CITY's services, events and other operations as determined by the City Manager.
- H. CITY shall pay all utility expenses for the Lakefront TV studios, and all charges for high speed data access, provided that such data access shall be used only for Lakefront TV purposes and not for any private business of CONTRACTOR.

EXHIBIT "B"

**INTERLOCAL AGREEMENT
ON LAKEFRONT TV**

THIS IS AN INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida (the "County") and the City of Leesburg, Florida, a municipal corporation (the "City"), regarding LakeFront TV.

WITNESSETH

WHEREAS, LakeFront TV is a government access public television channel dedicated to the community of Lake County, Florida and its municipalities; and

WHEREAS, LakeFront TV is operated by the City; and

WHEREAS, it is in the best interest of the parties for the County to partner with the City to support LakeFront TV.

NOW THEREFORE, the County and the City as follows:

1. Recitals. The foregoing recitals are incorporated herein.
2. Effective Date. This agreement shall become effective upon the date the last party hereto executes it ("effective date").
3. Agreement.
 - A. The City agrees that LakeFront TV will be operated in such a manner to provide to the following services, which provide a benefit to the County:
 - 1) Air all meetings of the Lake County Board of County Commissioners; and
 - 2) Promote the County's tourism related programming by airing such programming a minimum of twenty (20) times per month; and
 - 3) Make available the programming on LakeFront TV's live web stream, if any; and
 - 4) Make available the programming to the County for the County's marketing, web upload and other ancillary uses as determined necessary by the County; and
 - 5) Meet with the County upon request to determine strategic placement, content, and airtime of all programming related to this agreement; and
 - 6) Provide the County with quarterly reports documenting the programming that was aired under this Agreement for the previous quarter to the Lake County Office of Communications by email or by mail to Lake County

Office of Communications, P.O. Box 7800, Tavares, FL 32778; and

- 7) Provide additional services as negotiated between the Lake County Manager and the LakeFront TV Programming Director.

B. In exchange for providing the above services which provide a benefit to the County, the County agrees to pay the City the sum of **\$25,000.00** on an annual basis, with payment to made in equal, quarterly amounts due and payable within thirty (30) days of receipt of an invoice from the City or LakeFront TV.

4. Termination. This agreement will be effective on the effective date and will remain in effect until terminated by the parties. Either party may terminate this Agreement by giving written notice to the other party (in accordance with Paragraph 9 below) no earlier than 120 days prior to the effective date of termination.

5. Default. Should the County or the city believe the other party is in default of any of the provisions of this agreement, the non-defaulting party shall provide written notice of default to the other. In the event a party has received such a notice of default, such defaulting party shall be allowed a period of thirty (30) days, from receipt of notice of said default from the non-defaulting party, within which to cure said default. If the defaulting party does not agree that it is in default or has failed to timely cure said default, then the Programming Director for LakeFront TV and the County Manager or his/her designee shall meet and discuss and attempt to resolve the issue. If the disagreement cannot be resolved at the secondary level, the Lake County Manager and the Leesburg City Manager shall meet, discuss the issue and attempt to resolve it. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.

6. Compliance with Other Laws. Both parties shall at all times comply with all federal, state and local laws, rules and regulations, including, but not limited to, the American with Disabilities Act (ADA) to the extent it applies to services of this nature.

7. Entire Agreement. This document embodies the entire agreement between the parties. This agreement may not be modified or amended except as provided herein.

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

9. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY

City Manager
501 West Meadow Street
Leesburg, FL 34748

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Leesburg, Florida, through its Mayor.

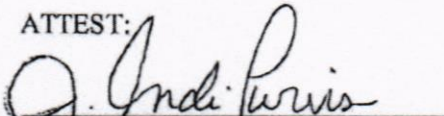
CITY OF LEESBURG, FLORIDA



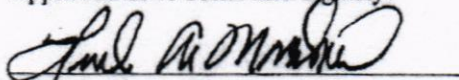
Elise A. Dennison, Mayor

This 11 day of May, 2020.

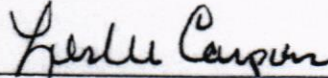
ATTEST:


City Clerk

Approved as to form and legality:


Fred Morrison, City Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



Leslie Campione, Chairman

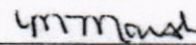
This 19th day of June, 2020.

ATTEST:


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



Approved as to form and legality:


Melanie Marsh, County Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: November 27, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving an Access Parcel Transfer Agreement for the transfer of an access parcel described in the agreement from Park Square Enterprises, LLC to the City of Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution approving the Access Parcel Transfer Agreement.

Analysis:

On August 23, 2021, the City of Leesburg (“Leesburg”) entered into a Gas Service Agreement with Park Square Enterprises, LLC (“Park Square”), relating to the development of certain real property owned by Park Square within the municipal boundaries of the City of Fruitland Park, Florida (“Fruitland Park”). Pursuant to the Gas Service Agreement, Park Square agreed to install a natural gas water heater in each residential unit of the development and Leesburg agreed to provide natural gas service to the development. In addition, Leesburg conveyed a small parcel of land to Park Square which Park Square intended to use as an access parcel for the development (the “Access Parcel”), and Park Square in turn agreed to construct, at its expense, an access road to Leesburg standards on the Access Parcel, dedicate the road to Leesburg upon completion, and post a maintenance bond. Finally, the parties also agreed that Park Square shall pay Leesburg a lump sum payment of \$250,000.00 when the first certificate of occupancy is issued for a residential unit in the development to defray the cost of Leesburg providing police protection and other services in perpetuity on the Access Parcel for the benefit of Park Square’s development.

Although Park Square still desires to construct a road serving its development on the Access Parcel, to simplify the platting process with Fruitland Park and to avoid cross-boundary platting issues, Park Square now wishes to reconvey the Access Parcel to the City. Pursuant to the proposed Access Transfer Agreement, Park Square will construct the road on the Access Parcel, reconvey the Access Parcel to Leesburg upon completion, and furnish a maintenance bond to Leesburg for the road. Leesburg will accept ownership of the Access Parcel after inspection and will maintain the road after the 2-year maintenance bond expires. Park Square’s obligations under the Gas Service Agreement are otherwise unchanged, and Park Square will be required to comply with the terms and conditions thereof, including the lump sum payment of \$250,000.00 to Leesburg.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Access Parcel Transfer Agreement 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, APPROVING AN ACCESS PARCEL TRANSFER AGREEMENT
FOR THE TRANSFER OF AN ACCESS PARCEL DESCRIBED IN THE
AGREEMENT FROM PARK SQUARE ENTERPRISES, LLC TO THE CITY OF
LEESBURG; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Access Parcel Transfer Agreement between Park Square Enterprises, LLC and the City of Leesburg, attached hereto, is hereby approved and the Mayor and City Clerk are authorized to execute this agreement.

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 27th day of November 2023.

Mayor

ATTEST:

City Clerk

ACCESS PARCEL TRANSFER AGREEMENT

THIS ACCESS PARCEL TRANSFER AGREEMENT is hereby entered into this ____ day of _____, 2023, by and between PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, 5200 Vineland Road, Suite 200, Orlando, Florida 32811 ("Park Square") and THE CITY OF LEESBURG, FLORIDA, 501 West Meadow Street, Leesburg, Florida 34748 ("City") regarding certain real property located in Leesburg, Lake County, Florida.

WHEREAS, Park Square is the owner of the following described real property, located in Leesburg, Lake County, Florida (hereinafter referred to as the "Access Parcel");

THE SOUTH 50 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4
OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Parcel ID Number: 16-19-24-0001-000-05300

WHEREAS, Park Square is also the owner of parcels adjoining the Access Parcel (the "Adjoining Parcels") which are located in the municipal boundaries of the City of Fruitland Park, Florida ("Fruitland Park"), and has an application for a final plat of said Adjoining Parcels pending before Fruitland Park (the Adjoining Parcels and Access Parcel are hereinafter collectively referred to as the "Development");

WHEREAS, the City is Park Square's predecessor in title to the Access Parcel and conveyed the Access Parcel to Park Square with certain conditions in anticipation of Park Square utilizing the Access Parcel to provide access to a residential development on the Adjoining Parcels;

WHEREAS, among other conditions of the transfer, the parties entered into a Gas Service Agreement dated August 23, 2021, whereby the City agreed to provide natural gas service to the Development and Park Square agreed to install a natural gas water heater in each residential unit of the Development (the "Gas Agreement"). (A copy of the Gas Agreement is attached hereto and incorporated herein as Exhibit "A");

WHEREAS, pursuant to the Gas Agreement, Park Square agreed to construct, at its expense, a road over the Access Parcel, to the City's road construction standards, post a maintenance bond for the road upon completion in the manner required by the City's Code, and dedicate the same to the City, who would then take over maintenance obligations subject to the warranty and maintenance bond;

WHEREAS, pursuant to the Gas Agreement, the parties further agreed that at the time the Certificate of Occupancy is issued for the first structure completed within the Development, Park Square shall pay the City, in one lump sum, \$250,000.00, to defray the cost of the City providing police protection and other services in perpetuity on the Access Parcel for the benefit of the Development;

WHEREAS, although Park Square still desires to construct a road serving the Development on the Access Parcel, in an effort to simplify the platting process with Fruitland Park and to avoid cross-boundary platting issues, Park Square now wishes to reconvey the Access Parcel to the City; and

WHEREAS, the City is willing to accept conveyance of the Access Parcel and dedication of the road upon completion, consistent with the terms of the Gas Agreement and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the matters stated above and of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Park Square hereby agree as follows:

1. The above-stated recitals are true and correct and are hereby incorporated herein for all purposes.

2. Park Square will comply with the terms and conditions of the Gas Agreement, including, but not limited to, construction of the road on the Access Parcel to the City's standards; post a maintenance bond for the road upon completion in the manner required by the City's Code; dedicate the road to the City; equip all residential units in the Development with at least a natural gas water heater and endeavor to equip as many residential units in the Development as possible with other natural gas appliances such as natural gas heating and ranges; and pay the City the lump sum of \$250,000.00 upon issuance of the Certificate of Occupancy for the first structure completed in the Development.

3. Park Square shall construct and install the road on the Access Parcel (the "Road") consistent with the City's standards according to engineering plans submitted by Park Square and approved by the City prior to commencement of construction, subject to such changes as are approved and/or directed by the City. Within thirty (30) days of the City's final inspection of the Road and issuance of a letter of acceptance related thereto, Park Square shall convey the Access Parcel to the City. Such conveyance or dedication shall be at no cost to the City. The Access Parcel shall be conveyed by Park Square to the City by virtue of the execution and delivery of a Special Warranty Deed, in the form attached hereto as **Exhibit "B"**. At the time of conveyance Park Square shall furnish a title insurance policy in favor of the City, in the amount of the Agreed Value, insuring title to the Access Parcel to ensure the City's ownership of the Access Parcel, free and clear of all liens and encumbrances, except for matters of record. Park Square further agrees, at the time of conveyance, to furnish a certification of final construction costs associated with the Road constructed hereunder, warrant the Road for a period of twenty-four (24) months from the date of acceptance by the City (the "2 Year Period"), and post a two (2) year maintenance bond for fifteen percent (15%) of the value of the Road. The Parties hereby agree that the value of the Road for purposes of this Agreement is \$179,268.10 (the "Agreed Value"). Park Square and its successors, however, shall bear no responsibility for any costs and expenses for the ongoing maintenance and repair of the Road after the expiration of the 2 Year Period unless otherwise set forth in this Agreement.

4. Provided the Road is constructed to City standards and is otherwise acceptable to the City upon completion of construction by Park Square, the City will accept dedication of the Road and/or otherwise establish the Road as a public road in the City and will accept maintenance obligations thereof subject to the warranty and maintenance bond.

5. Except as modified by the terms and conditions of this Agreement, the Gas Agreement shall remain in full force and effect.

6. Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

7. This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

8. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, officials, directors, partners, members, and joint ventures of the Parties.

9. Failure by the City or Park Square to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and Park Square, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

10. The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. Notwithstanding the above, Park Square waives any claim for, and the City shall not be liable for, any consequential or special damages pursuant to this Agreement.

11. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

12. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

13. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

14. The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

15. This Agreement shall become effective upon the date of execution by the last of the Parties and may be recorded in the Public Records of Lake County, Florida, following its Effective Date.

16. The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

CITY OF LEESBURG, a Florida municipal corporation,

By: _____
James A. Burry, Jr., Mayor

Date: _____

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William Grant Watson, City Attorney

[Signatures on the following page]

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company,

WITNESSES:

[Signature]

SUGANDHA SHARMA

[Signature]

Achal Agarwal

By: [Signature]

Name: SURESH GUPTA

Title: Manager

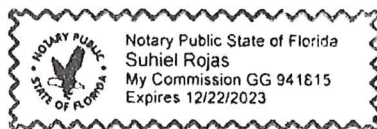
Date: 10/26/23

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 26th day of October, 2023,
by Suresh Gupta, as the Manager of Park Square Enterprises,
LLC, a Delaware limited liability company, who is ☒ personally known or produced as identification

(Seal)



Suhel Rojas

NOTARY PUBLIC

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 23 day of August, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Park Square Enterprises, LLC (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is purchasing certain land for the development of a subdivision located in Fruitland Park, Florida, to be known as _____ (hereafter referred to as the "Development"), in accordance with the master plan for the Development on file with Fruitland Park; and

WHEREAS, Owner will obtain access to the Development through its purchase of the property currently owned by the City, designated as Alternate Key No. 3412508, and intends to construct a roadway on other property (the "Right of Way Parcel") which constitutes an extension of Martin Luther King Boulevard and lies within the municipal limits of the City, but will serve only as an entrance to the Development, which is in Fruitland Park; and

WHEREAS, the City is willing to sell the property it owns to Owner, if Owner will enter into this Agreement, and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, would require Owner to utilize natural gas within the Development if it were within the municipal limits of the City, and the City has a franchise to provide natural gas service to residents of Fruitland Park; and

WHEREAS, the City has agreed to provide natural gas service to the Development under the terms and conditions set forth below, and Owner has consented to enter into this Agreement as part of the consideration for the sale of Alternate Key No. 3412508 to Owner,

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Development. Owner shall be responsible for installing and connecting all natural gas appliances as contemplated herein to the outlet of City gas meters.

A map of the Development is attached as Exhibit "A" to this Agreement and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that each of the planned one hundred forty eight (148) units within Phase One, and all of the units in all subsequent phases, are equipped with at the least a

natural gas water heater. Owner is encouraged to, and shall endeavor to, equip as many homes as possible with other natural gas appliances such as natural gas heating and ranges.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement and as part of the consideration for the sale to Owner of the real property owned by the City designated as Alternate Key No. 3412508 on the records of the Lake County Property Appraiser.

4. The City will, at its expense, construct and install the infrastructure required to serve the Development. Developer will pay the cost of the services, meters, appurtenances and installation, which will be performed by the City.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract.

6. After completion of construction, the City shall remain the owner of the natural gas infrastructure on the supply side of each meter, free and clear of any and all liens and encumbrances. If there are mortgages or liens against the real property on which the infrastructure is located, Owner shall if requested by the City obtain releases of those mortgages or liens as to the infrastructure owned by the City, and the easement rights to maintain, repair, upgrade and replace the infrastructure.

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to maintain, upgrade, repair and replace the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the public and the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In Addition the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

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

10. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner shall provide reasonable notice to the City, during the development process and prior to completion of the roads and other infrastructure serving the Development, that the City should commence installation of the natural gas infrastructure. The City will dig the trenches for its work, in coordination with the contractors installing other utilities in the Development, with the goal of avoiding conflicts between utility service lines or in connection

with the utility construction process. Each unit or other structure utilizing gas service within the Development will be individually metered.

11. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

12. Owner shall, at its expense, construct the road into the Development over Right of Way Parcel, to the City's road construction standards, and post a maintenance bond for the road upon completion of the road in the manner required by the City's ordinances. Except for defects in construction which would be covered by the maintenance bond, the City shall accept the road as a public road, once it passes inspection as having been constructed to City standards, and the City shall thereafter maintain the road at its expense in the same manner as its other public roadways. The City shall also provide police protection up to, but not past, that portion of the entrance road into the Development which is located within the municipal limits of the City.

13. At the time the Certificate of Occupancy is issued for the first structure completed within the Development, Developer shall pay to the City, in one lump sum, \$250,000.00, to defray the cost of providing police protection and other services in perpetuity on the Right of Way Parcel, and for the privilege of being permitted to construct a road over the Right of Way Parcel, the sole purpose of which is to serve the Development. If this amount is not paid within forty five (45) days of the date the first Certificate of Occupancy within the Development is issued, the unpaid balance shall accrue interest at the rate of 12.0% per year until paid in full. Owner agrees to pay any and all costs that City incurs in the collection of this amount from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

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

16. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

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

18. The parties have contemporaneously entered into a Vacant Land Contract for the City's sale and conveyance to Owner of the Right-of-Way Parcel which is intended to serve as an access road to the Development. In the event the closing under that Contract does not occur for any reason, this Agreement shall terminate and both parties shall be relieved of all further obligations hereunder.

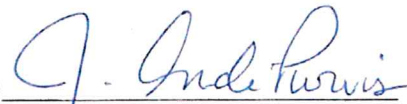
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

THE CITY OF LEESBURG, FLORIDA

BY:


JOHN CHRISTIAN, Mayor

ATTEST:


ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:


CITY ATTORNEY

WITNESSES:

Judy Combs
Judy Combs
(Type or print name of witness)

Svetlana Lazhova
Svetlana Lazhova
(Type or print name of witness)

PARK SQUARE ENTERPRISES, LLC

BY: [Signature]
Suresh Gupta, Manager

Exhibit "B"

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Matthew W. McMurtrey, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and executed as of the _____ day of _____, 2023, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, FL 32811 (hereinafter referred to as the "Grantor"), to **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (hereinafter referred to as the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in **Lake County, Florida** more particularly described as follows, to wit (the "Subject Property"):

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year **2023** and thereafter, and easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of the following 2 witnesses:

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company

Signature of Witness #1

Printed Name of Witness #1

By: _____, Manager

Signature of Witness #2

[CORPORATE SEAL]

Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as Manager of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

EXHIBIT "A"

Subject Property

THE SOUTH 50 FEET OF THE EAST 1/2 OF THE NORTHEAST ¼ OF THE NORTHEAST 1/4
OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT "B"

Benefitted Property

THAT PART OF BLOCK 46, PLAN OF FRUITLAND PARK, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THAT PART OF THE NORTH 1/2 OF SECTION 16, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N89°19'17"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 657.37 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 AND THE POINT OF BEGINNING; THENCE S00°55'00"W ALONG SAID EAST LINE FOR 1266.62 FEET TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE EAST 1/2 OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°25'38"E ALONG SAID NORTH LINE FOR 657.76 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE S00°53'57"W ALONG SAID EAST LINE FOR 707.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE N89°28'49"W ALONG SAID SOUTH LINE FOR 1315.97 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE S00°56'03"W ALONG SAID EAST LINE FOR 658.92 FEET TO THE EAST-WEST CENTER SECTION LINE FOR SAID SECTION 16; THENCE N89°32'00"W ALONG SAID EAST-WEST CENTER SECTION LINE FOR 1316.38 FEET TO THE NORTH-SOUTH CENTER SECTION LINE FOR SAID SECTION 16; THENCE N00°58'09"E ALONG SAID NORTH-SOUTH CENTER SECTION LINE FOR 1619.40 FEET; THENCE DEPARTING SAID NORTH-SOUTH CENTER SECTION LINE, N51°13'51"W FOR 211.21 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°11'51" FOR A DISTANCE OF 133.33 FEET TO THE POINT OF TANGENCY; THENCE N89°25'43"W FOR 998.71 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR COUNTY ROAD 468 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAINTENANCE MAP BOOK 6, PAGES 148 THROUGH 151 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N00°51'09"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 100.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S89°25'43"E FOR 300.00 FEET; THENCE N00°51'09"E FOR 420.52 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S89°15'46"E ALONG SAID SOUTH LINE FOR 234.61 FEET TO THE WEST LINE OF THE EAST 756.00 FEET OF SAID NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE N00°58'09"E ALONG SAID WEST LINE FOR 330.58 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE S89°13'27"E ALONG SAID NORTH LINE FOR 756.00 FEET TO THE SOUTH 1/4 CORNER OF AFORESAID SECTION 9; THENCE S89°19'17"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9 FOR 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR OLIVE AVENUE AS SHOWN ON AFORESAID PLAN OF FRUITLAND PARK; THENCE N01°01'25"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 980.19 FEET TO THE NORTHERLY LINE OF SAID BLOCK 46, PLAN OF FRUITLAND PARK AND THE SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET (SAID LINE ALSO BEING AS DESCRIBED ON THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE S89°03'40"E, ALONG SAID

NORTHERLY LINE OF BLOCK 46, SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET AND NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, FOR 408.64 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, THE FOLLOWING THREE (3) COURSES: S00°52'41"W FOR 396.09 FEET; THENCE N89°15'02"W FOR 35.95 FEET; THENCE S00°54'23"W FOR 239.91 FEET TO THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5598, PAGE 2322, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FOUR (4) COURSES: S89°59'11"E FOR 436.03 FEET; THENCE N00°53'09"E FOR 629.08 FEET TO THE SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET; THENCE S89°03'40"E ALONG SAID BOUNDARY, SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE FOR 448.76 FEET TO THE EASTERLY LINE OF SAID BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR WILDER STREET; THENCE S00°53'14"W ALONG SAID BOUNDARY, EASTERLY LINE OF BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR 974.47 FEET TO THE SOUTHERLY LINE OF SAID PLAN OF FRUITLAND PARK AND THE SAID NORTH LINE OF SAID SECTION 16; THENCE S89°19'17"E ALONG SAID SOUTHERLY LINE OF PLAN OF FRUITLAND PARK AND NORTH LINE OF SAID SECTION 16 FOR 687.37 FEET TO THE POINT OF BEGINNING.

[INSERT ADDITIONAL LEGAL DESCRIPTIONS?]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: November 27, 2023

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 4.9 +/- acres; and being generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, 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. (Electrical Works)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 4.9 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 4.9 +/- acres, generally located southwest of Professional Drive and south of U.S. Highway 441, as shown on the attached General Location Map. At this time, the property is developed with the existing business. The current zoning is Lake County LM (Light Industrial); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to connect to city utilities. The proposal of the property is to maintain existing uses.

The property is surrounded by Leesburg C-3 (Highway Commercial), RE-1 (Estate Residential), C-3 (Highway Commercial, P (Public), and SPUD (Small Planned Unit Development) as well as Lake County R-1 (Rural Residential) and LM (Light Industrial). Under the conditions of the SPUD (Small 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 Small Planned Unit Development Application, had recommendations for approval from the staff

and Planning Commission at the public hearing held on September 21, 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 of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.9 +/- ACRES; AND BEING GENERALLY LOCATED SOUTHWEST OF PROFESSIONAL DRIVE AND SOUTH OF U.S. HIGHWAY 441, LYING IN SECTION 21, 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. (ELECTRICAL WORKS)

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

Section 1

Based upon the petition of Joseph Ciceri, Petitioner, "Permittee" 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 5;

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 27th day of November 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

PARCEL NO. 1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°25'55" EAST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 956.83 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 441; THENCE NORTH 56°27'00" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 79.59 FEET; THENCE SOUTH 0°25'55" WEST, 301.49 FEET; THENCE NORTH 83°39'18" EAST, 328.10 FEET; THENCE SOUTH 15°00'00" WEST, 762.57 FEET TO THE SOUTH LINE OF AFORESAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 89°42'30" WEST, ALONG SAID SOUTH LINE, 200.00 FEET TO THE POINT BEGINNING.

AND

A PART OF SECTIONS 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, AND THE SOUTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 441, RUN SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 3.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 66.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN SOUTH 33°33'00" EAST, 221.41 FEET; THENCE SOUTH 0°25'55" WEST, 34.47 FEET TO A POINT IDENTIFIED AS POINT "A" FOR LATER DESCRIPTION PURPOSES; THENCE NORTH 83°39'18" EAST, 95.88 FEET; THENCE NORTH 33°33'00" WEST, 293.83 FEET TO THE POINT OF BEGINNING.

AND ALSO

FROM THE AFORESAID POINT "A", RUN SOUTH 32°38'13" WEST, 123.84 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 56°27'00" WEST, 30 FEET; THENCE SOUTH 57°21'47" EAST, TO THE EAST LINE OF THE SAID SECTION 20; THENCE NORTH, ALONG THE SAID EAST LINE OF SAID SECTION 20, TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY; A PART OF SECTIONS 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS; FROM THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, AND THE SOUTHEASTERLY RIGHT OF WAY OF U.S.

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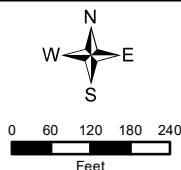
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LESS AND EXCEPT THAT PART GIVEN TO C.W. SHEPHERD, III, AND RECORDED IN OFFICIAL RECORDS BOOK 957, PAGE 78, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Aerial

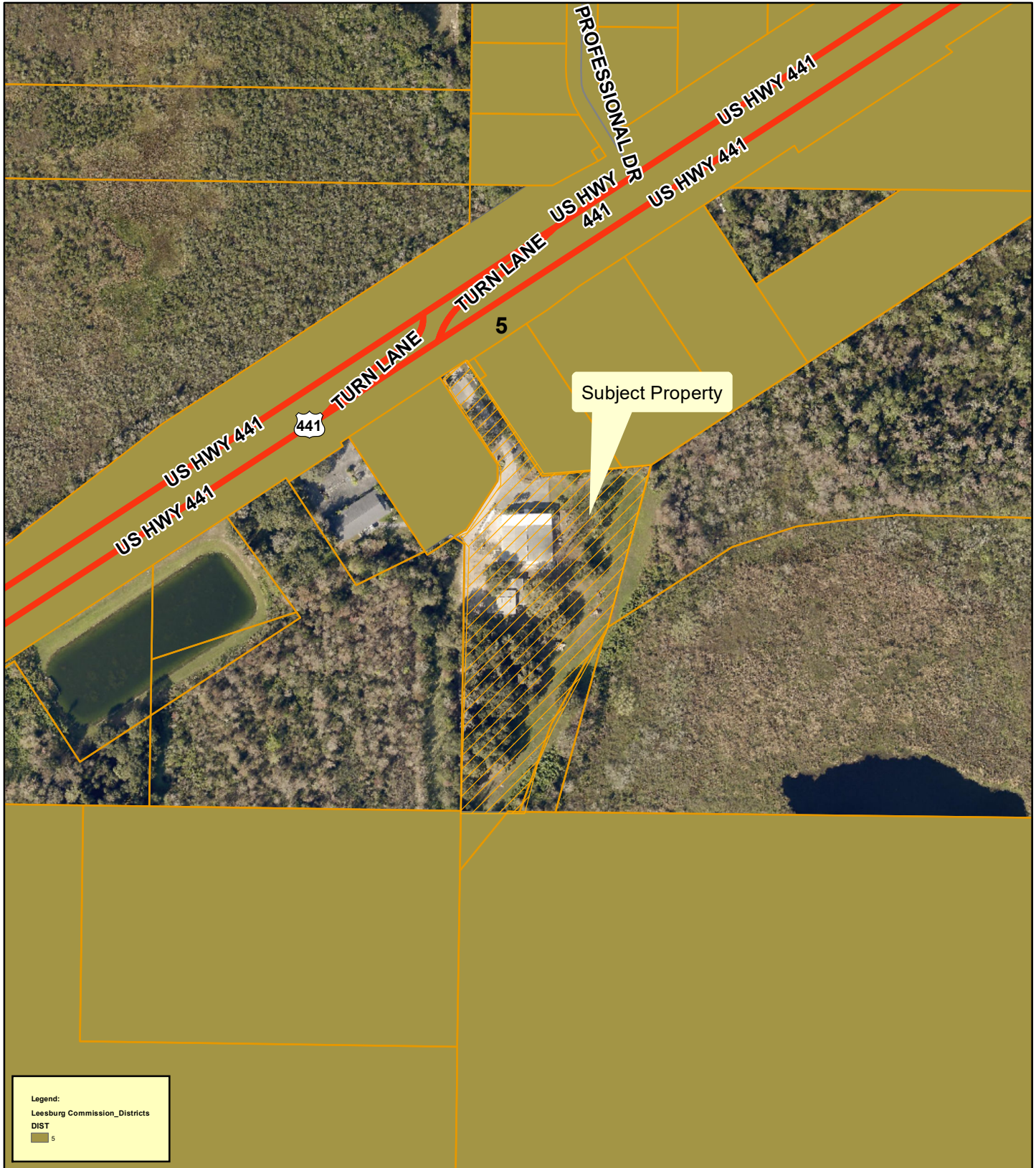


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& Zoning
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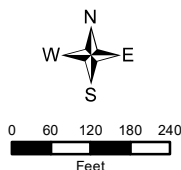


Electrical Works
ANNX-23-343; SSCP-23-344; RZ-23-345
AK #2603925
8010 US Highway 441
Section 21, Township 19 South, Range 25 East
August 31, 2023

Commission District



**Planning
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Division**



Electrical Works
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August 31, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: November 27, 2023

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

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 4.9 +/- acres from Lake County Urban Low Density to City of Leesburg General Commercial, for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)

Staff Recommendation:

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 4.9 +/- acres from Lake County Urban Low Density to City of Leesburg General Commercial, for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)

Analysis:

The project site is approximately 4.9 acres. The property is generally located southwest of Professional Drive and south of U.S. Highway 441. Currently, the property is developed with an existing business. The request is to allow commercial and light industrial uses. The surrounding Future Land Use Map designations of Leesburg General Commercial, Conservation, and Estate Residential as well as Lake County Urban Low Density and Conservation are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of Leesburg SPUD (Small 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 September 21, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Existing development on 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 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 4.9 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF PROFESSIONAL DRIVE AND SOUTH OF U.S. HIGHWAY 441, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ELECTRICAL WORKS)

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 4.9 +/- acres of land generally located southwest of Professional Drive and south of US Highway 441 from Lake County Urban Low Density to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 25 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 27th day of November 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

PARCEL NO. 1

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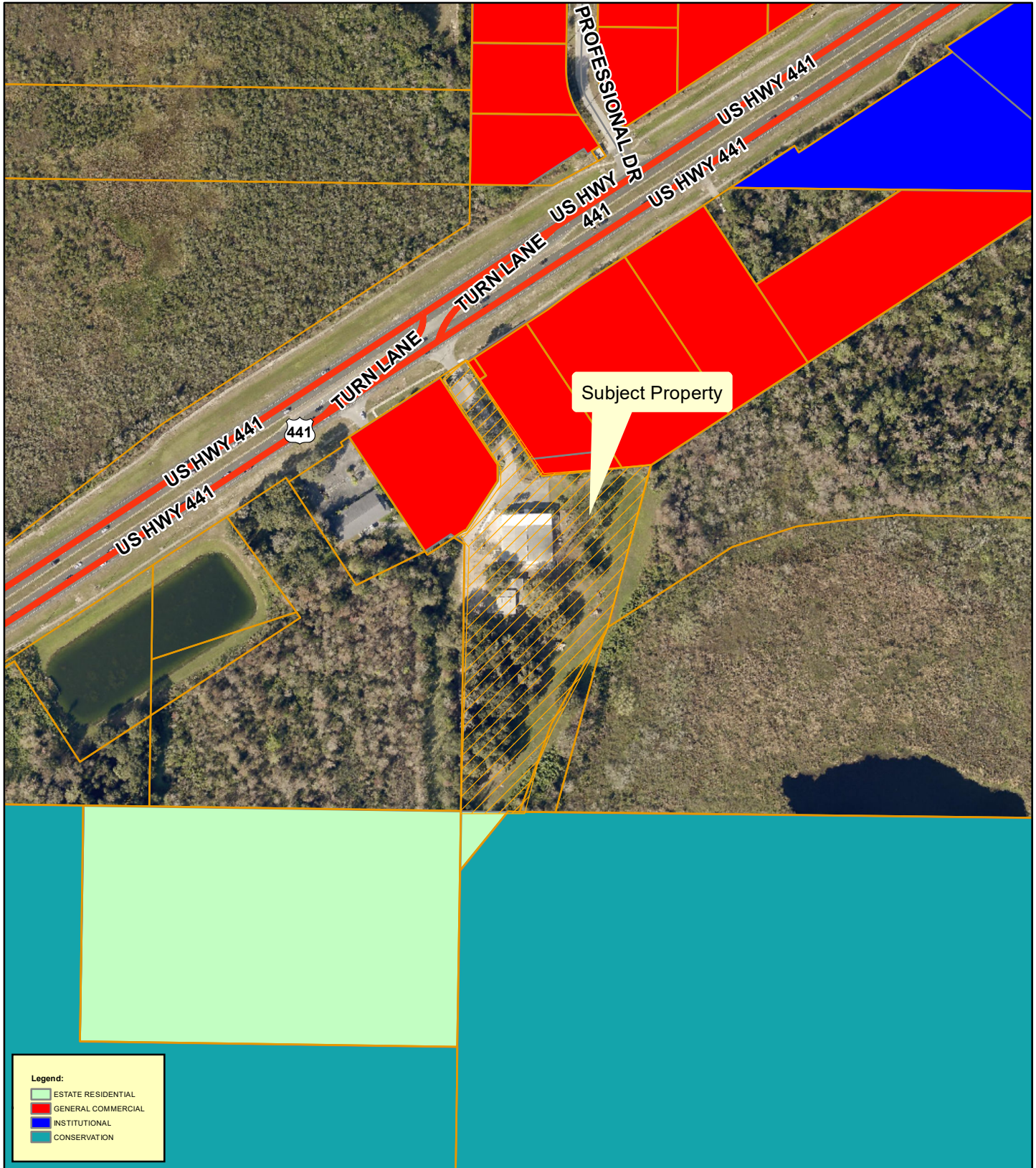
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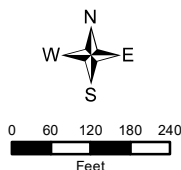
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Future Land Use

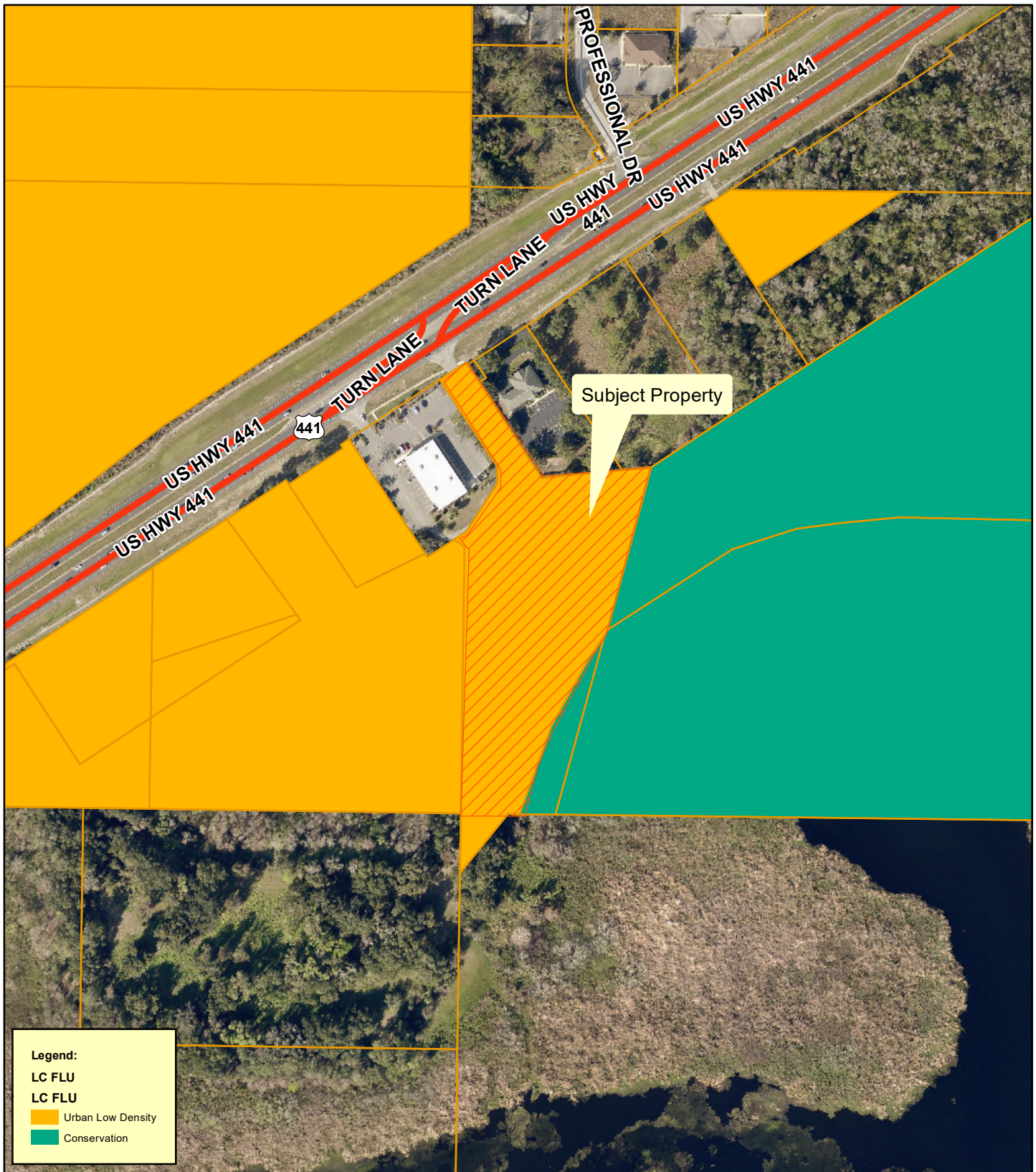


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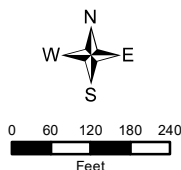


Electrical Works
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Lake County Future Land Use

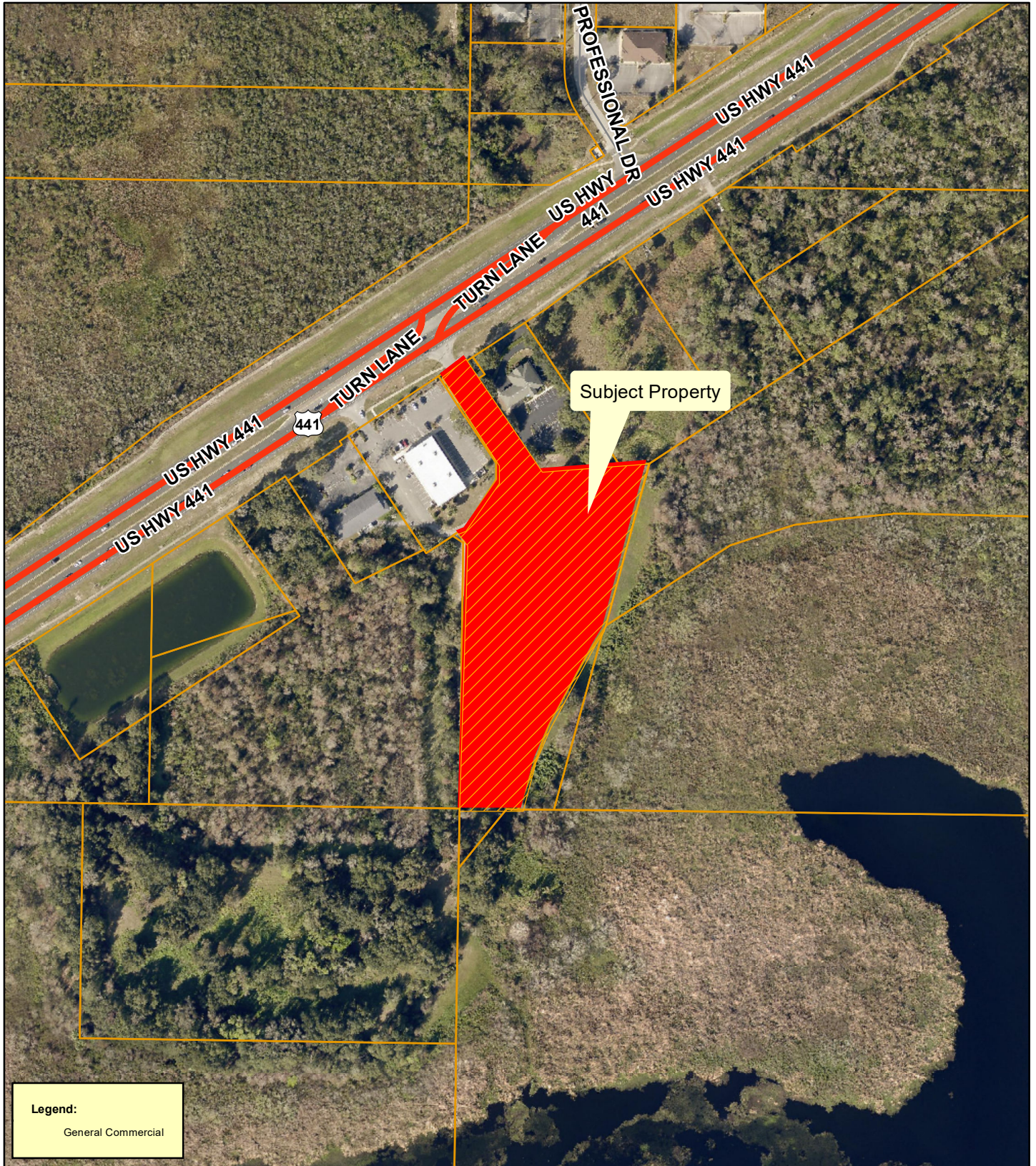


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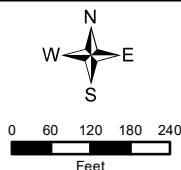


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Proposed Future Land Use

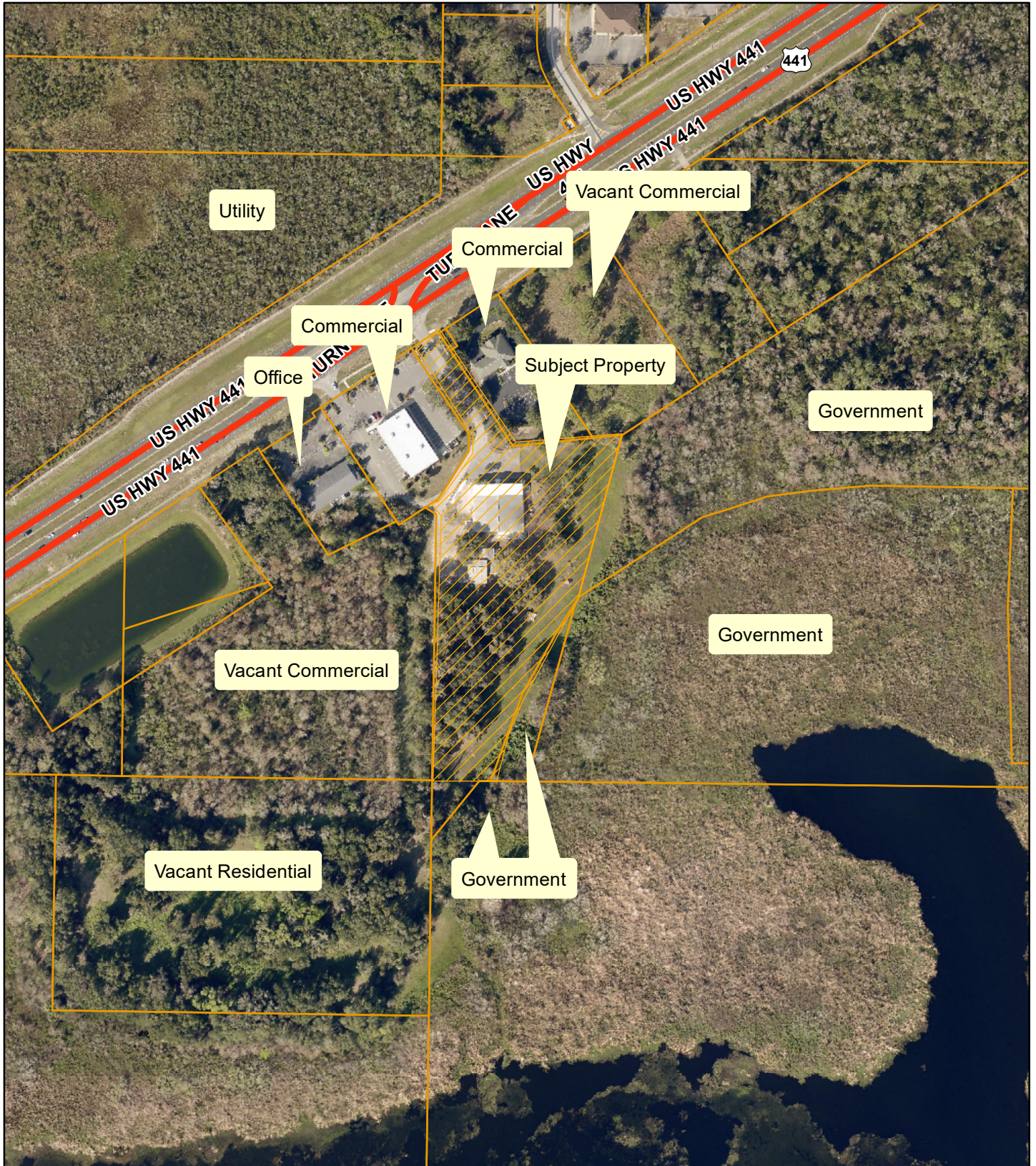


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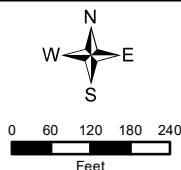


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Surrounding Land Uses

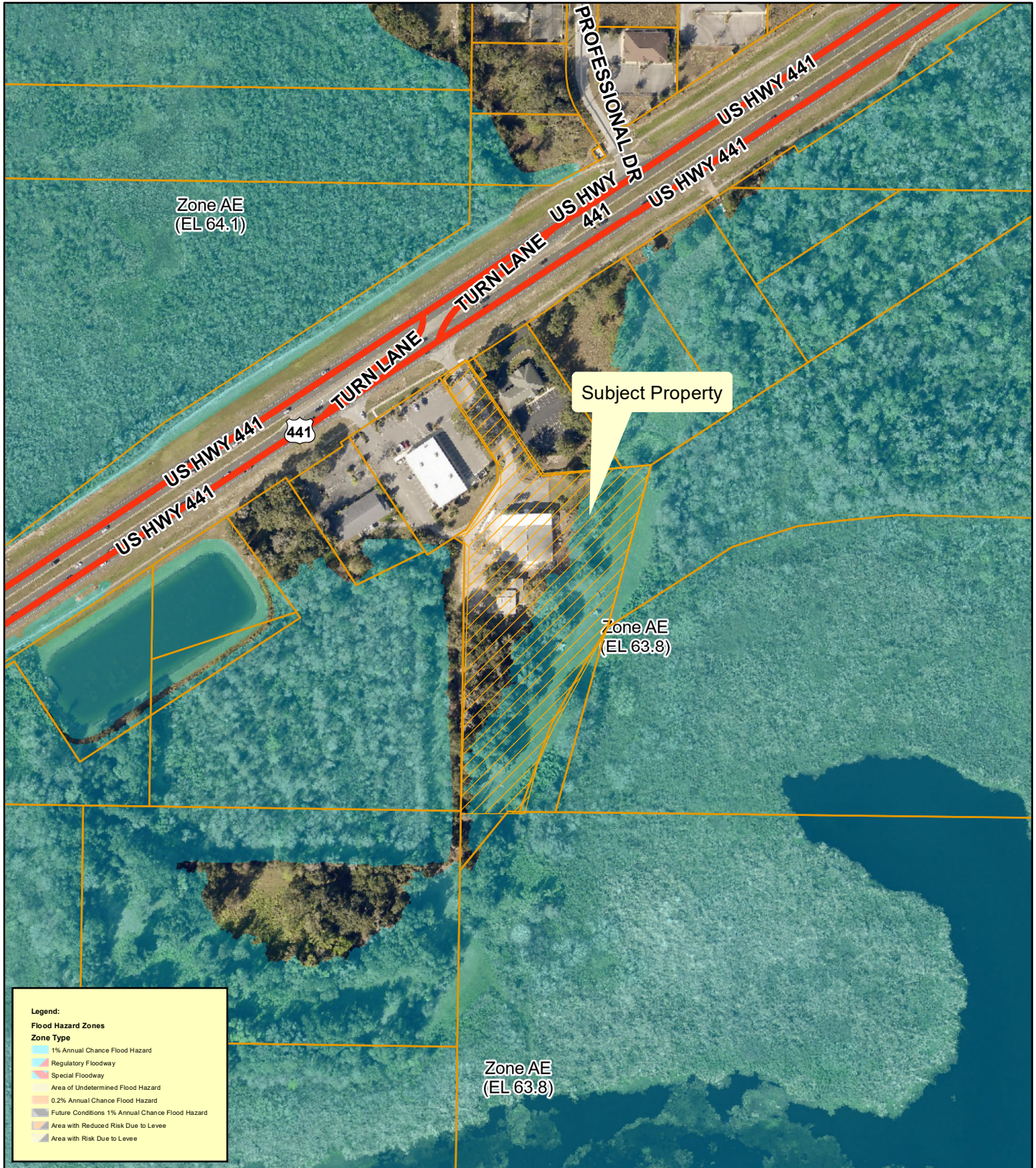


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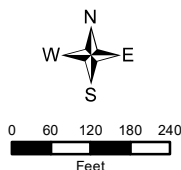


Electrical Works
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Flood

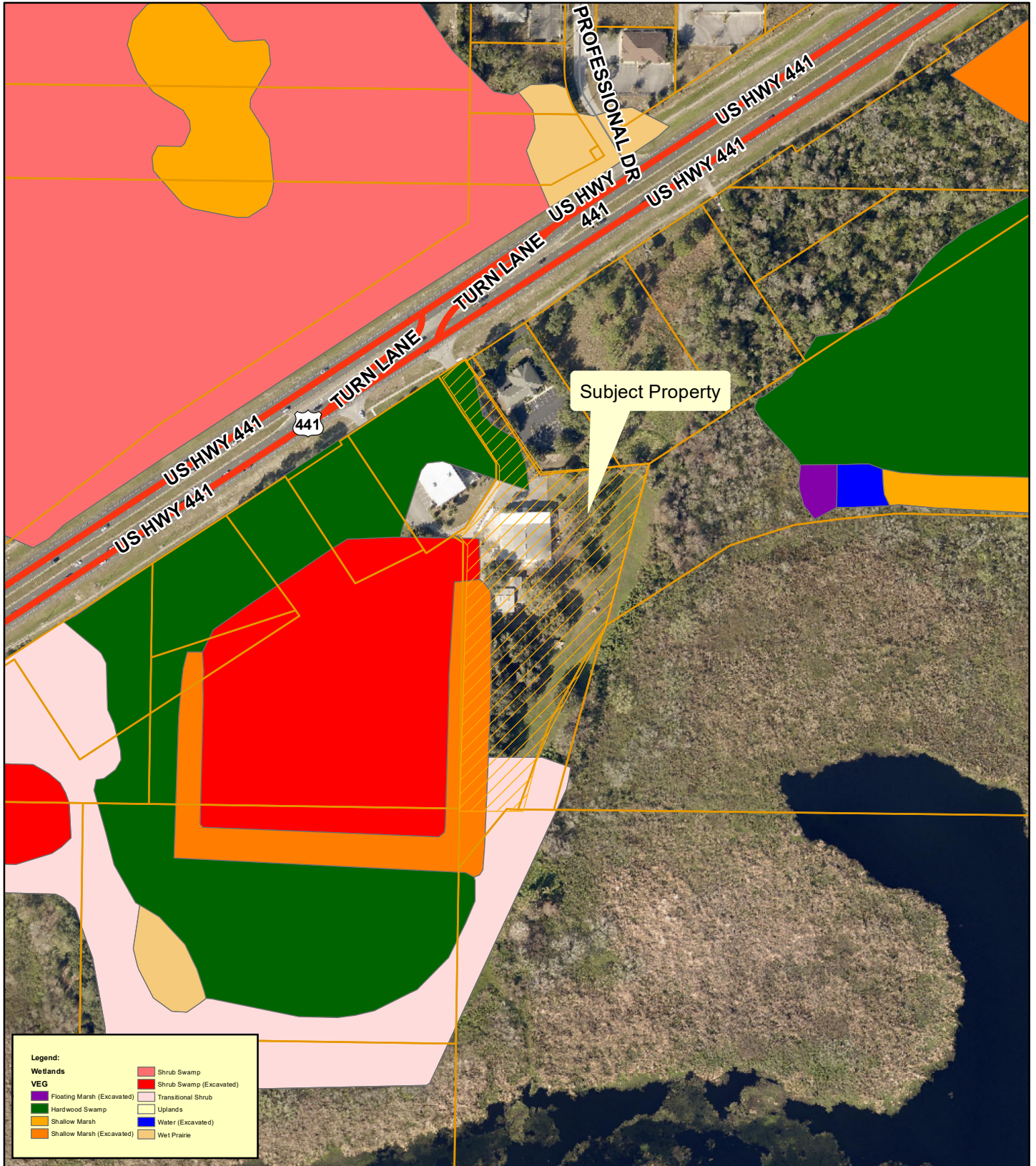


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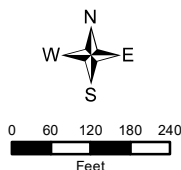


Electrical Works
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Wetlands

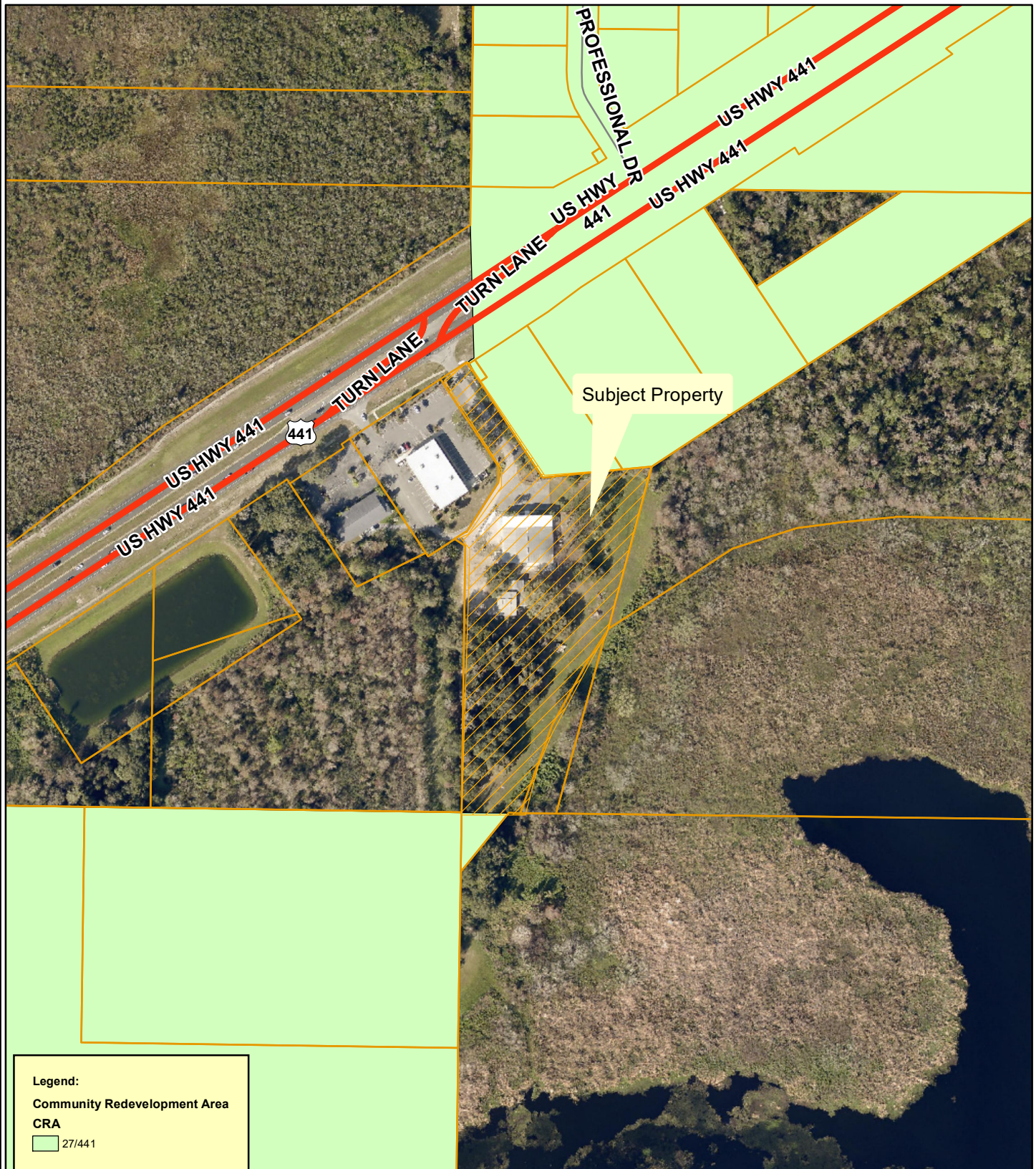


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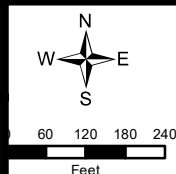


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Community Redevelopment Area

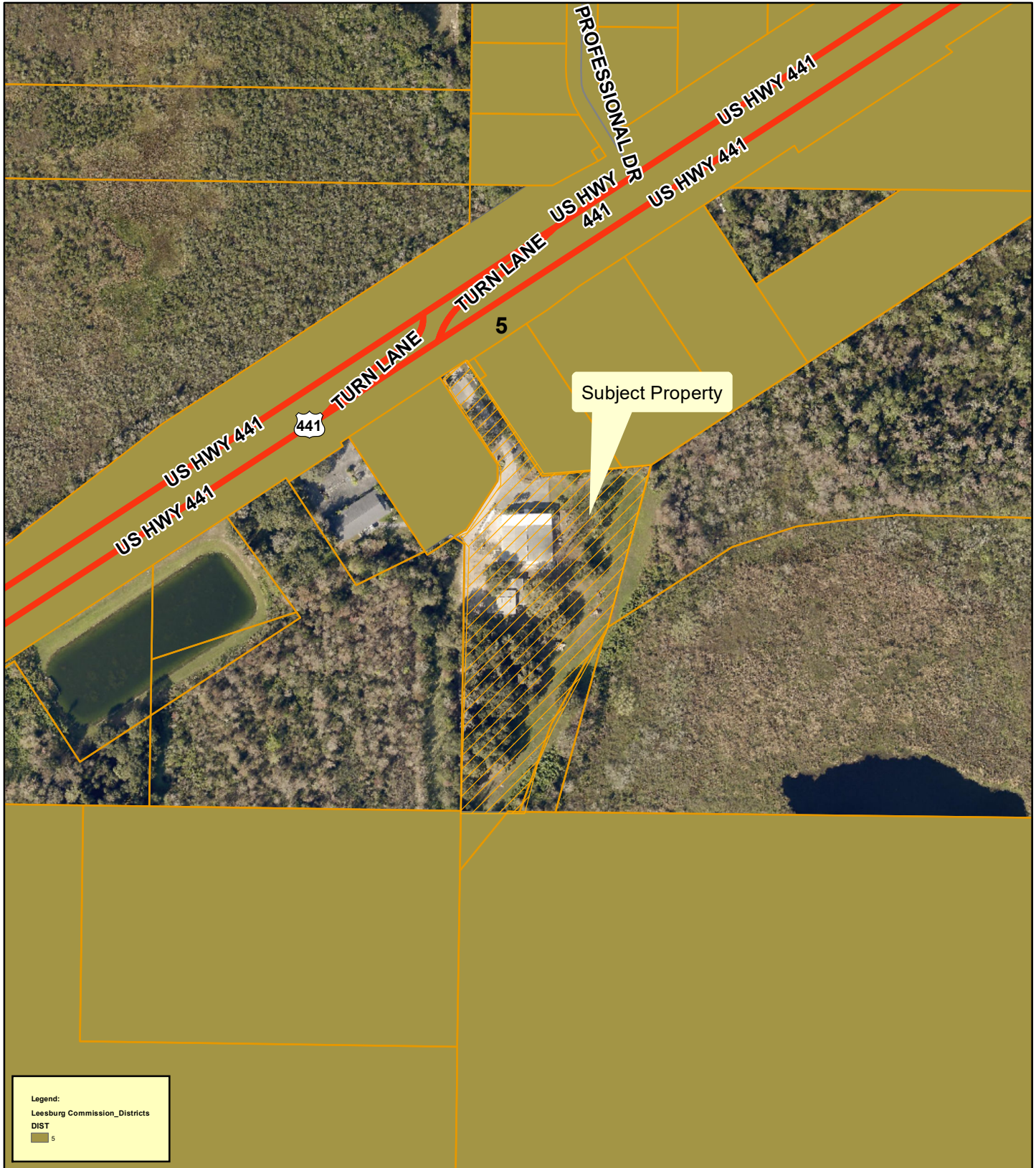


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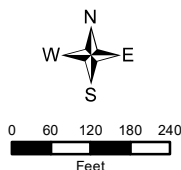


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Electrical Works
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DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, SEPTEMBER 21ST, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, September 21st, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at p.m.

The following Commission members were present:

Tim Sennett - Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
Frazier Marshall
John O’Kelley
Stewart Kaplan
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Ze’ Shieca Carter

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner 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.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY,

AUGUST 24TH, 2023.

Commissioner Kaplan moved to APPROVE the minutes from the August 24TH, 2023 meeting. Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Sennett	Yes
Commissioner Bowersox	Yes
Chairman O'Kelley	Yes
Commissioner Kaplan	Yes

Six yeas, no nays, the Planning Commission approved the minutes from the August 24, 2023 meeting.

Sabrina Mitchell swore in staff as well as anyone wishing to speak.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-23-344 – ELECTRICAL WORKS – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 4.9 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF PROFESSIONAL DRIVE AND SOUTH OF US HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 23RD, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, NOVEMBER 27TH, 2023)** (Electrical Works)

Dan Miller stated if we could discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number #SSCP-23-344 – Electrical Works – Small Scale Comprehensive Plan and case number #SPUD-23-345 Small 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, and staff recommendations.

Grant Watson, City Attorney stated for the record to discuss both cases together and vote taken separate for each case.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, and went over SPUD (Small Planned Unit Development) conditions and stated the permitted uses include commercial uses such as office, to include general and medical offices, daycare uses, personal services (hair/nails), light industrial uses such as the current use for Electrical Works, storage and warehouse uses; prohibited uses include internet cafes, tattoo parlor, check cashing stores, adult uses, etc., development standards will be drawn from the C-3 zoning district, all other requirements of the PUD are the standard PUD language.

Christine Rock, Senior Planner utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, and Lake County Public Works there were no substantiative comments from the City Departments or the County. Public responses – no comments were received from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for the case; Staff supports both cases; recommended approval.

Brett Jones, of Brett Jones P.A. introduced himself for the record and stated to the Commission he is here to answer any questions they may have.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioners' and Dan Miller discussed adding veterinary to the permitted uses under the PUD conditions with the motion.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner O'Kelley made a motion to APPROVE case # SSCP-23-344 – ELECTRICAL WORKS – SMALL SCALE COMPREHENSIVE PLAN
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner Peeples-Johnson	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes

Commissioner Sennett	Yes
Chairman Bowersox	Yes
Commissioner O’Kelley	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-23-344 – ELECTRICAL WORKS – SMALL SCALE COMPREHENSIVE PLAN.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # RZ-23-345 – ELECTRICAL WORKS – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 4.9 +/- ACRES FROM LAKE COUNTY LM (LIGHT INDUSTRIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF PROFESSIONAL DRIVE AND SOUTH OF US HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 23RD, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, NOVEMBER 27TH, 2023)**
(Electrical Works)

Commissioner Kaplan made a motion to APPROVE case # RZ-23-345 – ELECTRICAL WORKS and add veterinary to the permitted uses under the PUD conditions – SMALL PLANNED UNIT DEVELOPMENT with the amendment. Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Sanders	Yes
Commissioner Marshall	Yes
Commissioner Peeples-Johnson	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # RZ-23-345 – ELECTRICAL WORKS – SMALL PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEMS

ANNOUNCEMENTS

Dan Miller announced to the Commission that the Leesburg Planning Commission is a 9-member board, with 7 regular members, depending on the date of appointment, we generally have 2-3 Planning Commissioners' terms expiring each September 30. This year we have three slots with expiring terms; each year, the City Clerk's office advertises through the newspaper, city website and social media, and the City Clerk's office received a total of 11 applicants for the three seats on the Planning Commission, and 1 other Board. This year the terms of Chairman Sennett, and our two alternate members, Commissioner Rosalind Peebles-Johnson, and Commissioner Ken Simeone will expire on September 30 and all three have re-applied for the job; he encouraged each member to attend the City Commission meeting on Monday night, and be prepared with a brief statement to indicate their continued interest in the Planning Commission, applications are submitted; City Commission choice to replace/remove. Staff can't offer any recommendations; Staff is very pleased with how this group work together; and wish each member the best and hope that we can see you all again next month.

Chairman Sennett entertained a motion to adjourn.

ADJOURNMENT

Meeting was adjourned at 4:55 p.m.

Tim H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: November 27, 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 4.9 +/- acres from Lake County LM (Light Industrial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and light industrial uses for a property generally located southwest of Professional Drive and south of U.S. Highway 441, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Electrical Works)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County LM (Light Industrial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and light industrial uses.

Analysis:

The project site is approximately 4.9 +/- acres, and is generally located southwest of Professional Drive and south of U.S. Highway 441 as shown on the attached maps. At this time, the property is developed with an existing business. The proposal will allow for the continuation of the existing use as well as commercial and light industrial uses. The existing land uses surrounding the property are commercial, utility, government, vacant residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on September 21, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on 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 4.9 +/- ACRES FROM LAKE COUNTY LM (LIGHT INDUSTRIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND LIGHT INDUSTRIAL USES FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF PROFESSIONAL DRIVE AND SOUTH OF U.S. HIGHWAY 441, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ELECTRICAL WORKS)

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

Section 1.

Based upon the petition of Joseph Ciceri, Petitioner, "Permittee" 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 LM (Light Industrial) 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 27th day of November 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**ELECTRICAL WORKS
SMALL PLANNED UNIT DEVELOPMENT CONDITIONS
SEPTEMBER 21, 2023**

This Small Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Joseph Ciceri, Petitioner**, "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 SPUD (Small Planned Unit Development) zoning district to allow office with associated storage and warehouse on an approximately 4.9 +/- 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.

1. **PERMISSION** is hereby granted to **Joseph Ciceri, Petitioner, 8010 US Highway 441, Leesburg, FL 34788, "Permittee" (Bret Jones, PA, 700 Almond Street, Clermont, FL 34711, Bret Jones - Agent)** to construct, operate, and maintain a Small 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 4.9 acres shall be used for office with associated storage and warehouse pursuant to City of Leesburg development codes and standards, see attached **Exhibit C, Conceptual Plan**.
 - A. **Permitted Uses**
 1. Commercial Uses
 - a. General Office to include Medical and Veterinary
 - b. Daycare
 - c. Personal services (except as prohibited under Section 3 B "Prohibited Uses.")
 2. Light industrial Uses
 - a. Associated storage/warehouse

B. Prohibited Uses

1. Internet cafes
2. Tattoo Parlor
3. Check Cashing Store
4. Adult Uses
5. Second Hand (thrift) Store
6. Consignment shop
7. Pawn Shop
8. Smoke Shop
9. Junk or Scrap Collection/Distribution
10. Recycling Facility
11. Package Store
12. All uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Other Related Uses

1. 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.

4. **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. Impervious surface coverage shall not exceed 80 percent of the total property.
 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. 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.
 6. Exterior lighting shall incorporate "Dark Sky Standards" in the lighting plan for the development, see attached **Exhibit D, Typical Dark Sky Lighting Fixtures**. 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.
 7. 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.

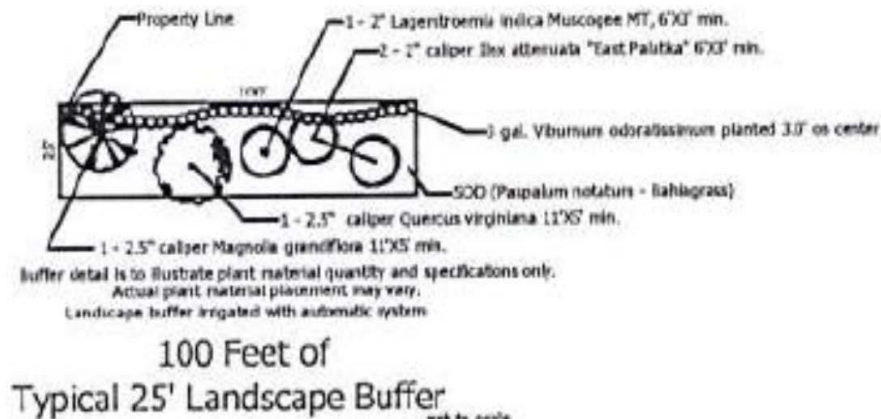
5. OPEN SPACE, LANDSCAPING, & BUFFER REQUIREMENTS

- A. A minimum of 20% open space shall be provided.
- B. 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.
- C. 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.
- D. 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.



- F. Variations to the landscape requirements of the code 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 existing fencing on adjacent properties and existing natural vegetative buffers.

6. SITE ACCESS AND SIGNAGE

- A. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for

on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- B. All ground signage for the property shall be monument style signs consistent with the requirements of the sign regulations of the City of Leesburg.
- C. 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.
- D. 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.
- E. 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.

7. 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. 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.
- E. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

8. 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. 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.

9. PARKING

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.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these SPUD Conditions of Approval, shall be revised in accordance with the Small Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120)

months after approval of this Small Planned Development. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, 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 SPUD approval or rezone the property to another appropriate zoning classification.

- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized 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 SPUD 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 SPUD 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.

15. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - 1. Projected Capacities
 - 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.

Legal Description

PARCEL NO. 1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°25'55" EAST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 956.83 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 441; THENCE NORTH 56°27'00" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 79.59 FEET; THENCE SOUTH 0°25'55" WEST, 301.49 FEET; THENCE NORTH 83°39'18" EAST, 328.10 FEET; THENCE SOUTH 15°00'00" WEST, 762.57 FEET TO THE SOUTH LINE OF AFORESAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 89°42'30" WEST, ALONG SAID SOUTH LINE, 200.00 FEET TO THE POINT BEGINNING.

AND

A PART OF SECTIONS 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, AND THE SOUTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 441, RUN SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 3.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 66.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN SOUTH 33°33'00" EAST, 221.41 FEET; THENCE SOUTH 0°25'55" WEST, 34.47 FEET TO A POINT IDENTIFIED AS POINT "A" FOR LATER DESCRIPTION PURPOSES; THENCE NORTH 83°39'18" EAST, 95.88 FEET; THENCE NORTH 33°33'00" WEST, 293.83 FEET TO THE POINT OF BEGINNING.

AND ALSO

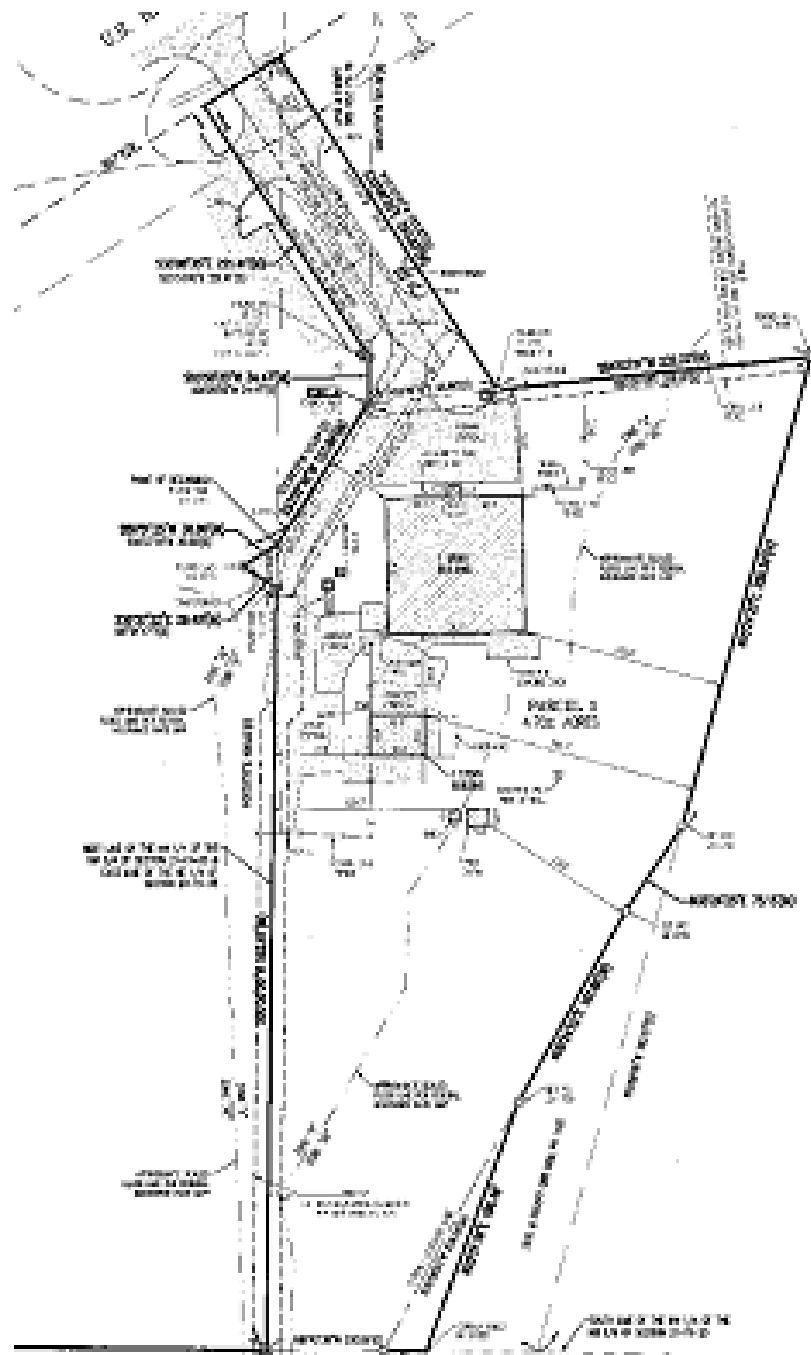
FROM THE AFORESAID POINT "A", RUN SOUTH 32°38'13" WEST, 123.84 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 56°27'00" WEST, 30 FEET; THENCE SOUTH 57°21'47" EAST, TO THE EAST LINE OF THE SAID SECTION 20; THENCE NORTH, ALONG THE SAID EAST LINE OF SAID SECTION 20, TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY; A PART OF SECTIONS 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, AND THE SOUTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 441, RUN SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 3.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 66.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN SOUTH 33°33'00" EAST, 221.41 FEET; THENCE SOUTH 0°25'55" WEST, 34.47 FEET; THENCE SOUTH 32°38'13" WEST, 123.84 FEET; THENCE SOUTH 56°27'00" WEST, 30.00 FEET; THENCE SOUTH 57°21'47" EAST, 42.11 FEET; THENCE NORTH 32°38'13" EAST, 231.25 FEET; THENCE NORTH 33°33'00" WEST, 245.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART GIVEN TO J.C. BURKE, JR. AND DELORIS C. BURKE, HIS WIFE, RECORDED IN OFFICIAL RECORDS BOOK 888, PAGE 1120, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART GIVEN TO C.W. SHEPHERD, III, AND RECORDED IN OFFICIAL RECORDS BOOK 957, PAGE 78, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Conceptual Plan

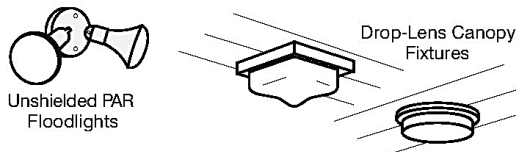
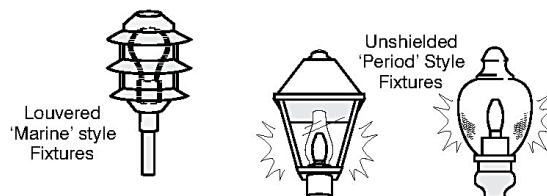
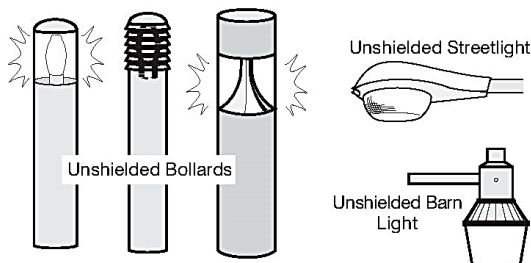
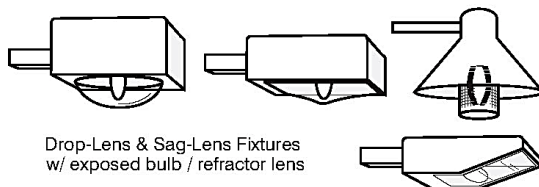
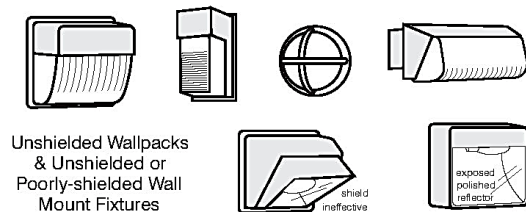
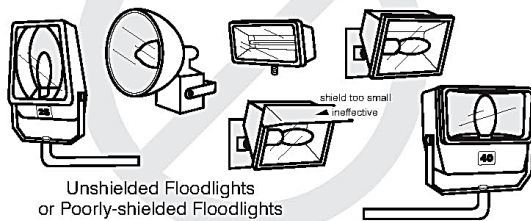


Typical Dark Sky Lighting Fixtures

Examples of Acceptable / Unacceptable Lighting Fixtures

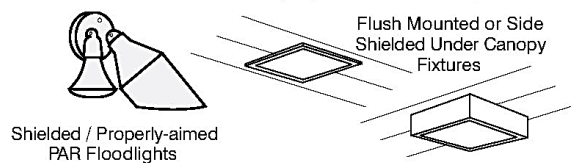
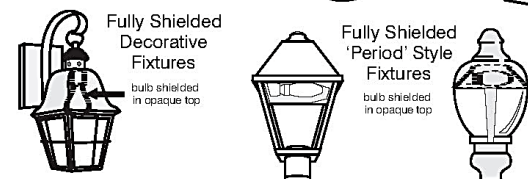
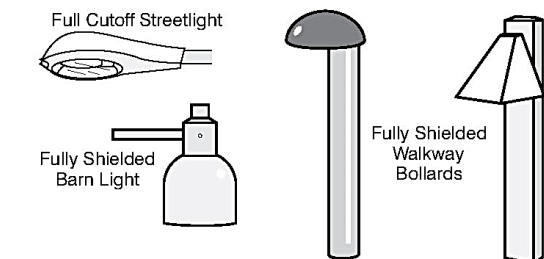
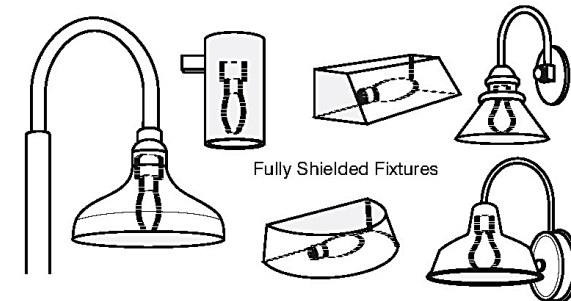
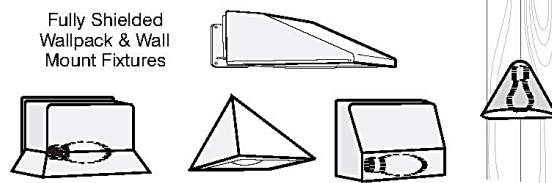
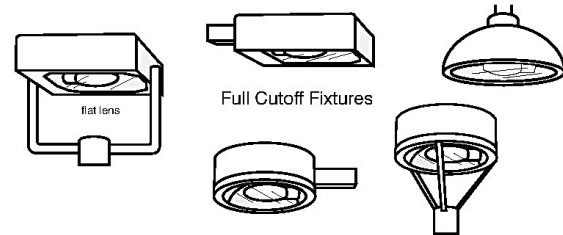
Unacceptable / Discouraged

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

Legal Description

PARCEL NO. 1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°25'55" EAST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 956.83 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 441; THENCE NORTH 56°27'00" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 79.59 FEET; THENCE SOUTH 0°25'55" WEST, 301.49 FEET; THENCE NORTH 83°39'18" EAST, 328.10 FEET; THENCE SOUTH 15°00'00" WEST, 762.57 FEET TO THE SOUTH LINE OF AFORESAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 89°42'30" WEST, ALONG SAID SOUTH LINE, 200.00 FEET TO THE POINT BEGINNING.

AND

A PART OF SECTIONS 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, AND THE SOUTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 441, RUN SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 3.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 66.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN SOUTH 33°33'00" EAST, 221.41 FEET; THENCE SOUTH 0°25'55" WEST, 34.47 FEET TO A POINT IDENTIFIED AS POINT "A" FOR LATER DESCRIPTION PURPOSES; THENCE NORTH 83°39'18" EAST, 95.88 FEET; THENCE NORTH 33°33'00" WEST, 293.83 FEET TO THE POINT OF BEGINNING.

AND ALSO

FROM THE AFORESAID POINT "A", RUN SOUTH 32°38'13" WEST, 123.84 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 56°27'00" WEST, 30 FEET; THENCE SOUTH 57°21'47" EAST, TO THE EAST LINE OF THE SAID SECTION 20; THENCE NORTH, ALONG THE SAID EAST LINE OF SAID SECTION 20, TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY; A PART OF SECTIONS 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS; FROM THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, AND THE SOUTHEASTERLY RIGHT OF WAY OF U.S.

HIGHWAY NO. 441, RUN SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 3.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 56°27'00" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 66.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN SOUTH 33°33'00" EAST, 221.41 FEET; THENCE SOUTH 0°25'55" WEST, 34.47 FEET; THENCE SOUTH 32°38'13" WEST, 123.84 FEET; THENCE SOUTH 56°27'00" WEST, 30.00 FEET; THENCE SOUTH 57°21'47" EAST, 42.11 FEET; THENCE NORTH 32°38'13" EAST, 231.25 FEET; THENCE NORTH 33°33'00" WEST, 245.16 FEET TO THE POINT OF BEGINNING.

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

DATE: September 21, 2023
OWNER: JSC Real Estate, LLC
PETITIONER: Joseph Ciceri
PROJECT: Electrical Works
REQUEST: Rezoning from Lake County LM (Light Industrial) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.: RZ-23-345

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 is compatible with the current surrounding zoning districts of Leesburg C-3 (Highway Commercial), RE-1 (Estate Residential), SPUD (Small Planned Unit Development); and Lake County R-1 (Rural Residential) and LM (Light Manufacturing).
2. The proposed Future Land Use designation of City of Leesburg General Commercial is compatible with future land use designations of Leesburg General Commercial, Estate Residential, and Conservation and Lake County Urban Low Density and Conservation.
3. The site is located near existing City utilities near US Highway 441.
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 the proposed rezoning from Lake County LM (Light Industrial) to City of Leesburg SPUD (Small Planned Unit Development) and forward this recommendation to the City Commission for consideration.

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

DATE: September 15, 2023
OWNER: JSC Real Estate, LLC
PETITIONER: Joseph Ciceri
PROJECT: Electrical Works
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: (ANNX-23-343); SSCP-23-344; RZ-23-345

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 9/15/2023.

FIRE

In reference to Case Number (ANNX-23-343); SSCP-23-344; RZ-23-345

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 (ANNX-23-343); SSCP-23-344; RZ-23-345 is outside the recommended four-minute response time for initial responding fire apparatus. – Amanda Stevenson 9/14/23

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

Electric has no objections. - Steve Davis, 9/6/2023

GAS

City of Leesburg Gas is available in this area. If desired. No objection to the zoning change. – Wayne Williams, 9/6/2023

GIS

GIS has no comments. – Tammy Magamoll, 9/6/2023

BUILDING

No comments received as of 9/15/2023.

PUBLIC WORKS

Public Works has no issues with this request. – Cliff Kelsey, 9/6/2023

ADDRESSING

No comments received as of 9/15/2023.

HOUSING & REDEVELOPMENT

No comments received as of 9/15/2023.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 9/6/2023

LAKE COUNTY SCHOOLS

No comments received as of 9/15/23

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: August 28, 2023

OWNER: JSC Real Estate, LLC

PETITIONER: Joseph Ciceri

PROJECT: Electrical Works

REQUEST: Small Scale Comprehensive Plan Amendment; Rezoning

CASE NO.: (ANNX-23-343); SSCP-23-344; RZ-23-345

GENERAL LOCATION: Southwest of Professional Drive and south of US Highway 441

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Leesburg General Commercial; Lake County Urban Low Density

South – Leesburg Estate Residential; Leesburg Conservation

East – Leesburg General Commercial; Lake County Conservation

West – Leesburg General Commercial; Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County LM (Light Industrial)

SURROUNDING ZONING DESIGNATIONS:

North – Leesburg C-3 (Highway Commercial); Lake County R-1 (Rural Residential)

South – Leesburg RE-1 (Estate Residential); P (Public)

East – Leesburg C-3 (Highway Commercial); Lake County LM (Light Manufacturing)

West – Leesburg SPUD (Small Planned Unit Development); Lake County LM (Light Manufacturing)

PROPOSED ZONING DESIGNATION: Leesburg SPUD (Small Planned Unit Development)

EXISTING LAND USE: Office building with associated storage and warehouse.

SURROUNDING LAND USE:

North – Utility

South – Government; Vacant Residential

East – Commercial; Government

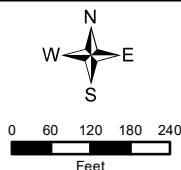
West – Commercial

PROPOSED LAND USE: Office building with associated storage and warehouse.

Aerial

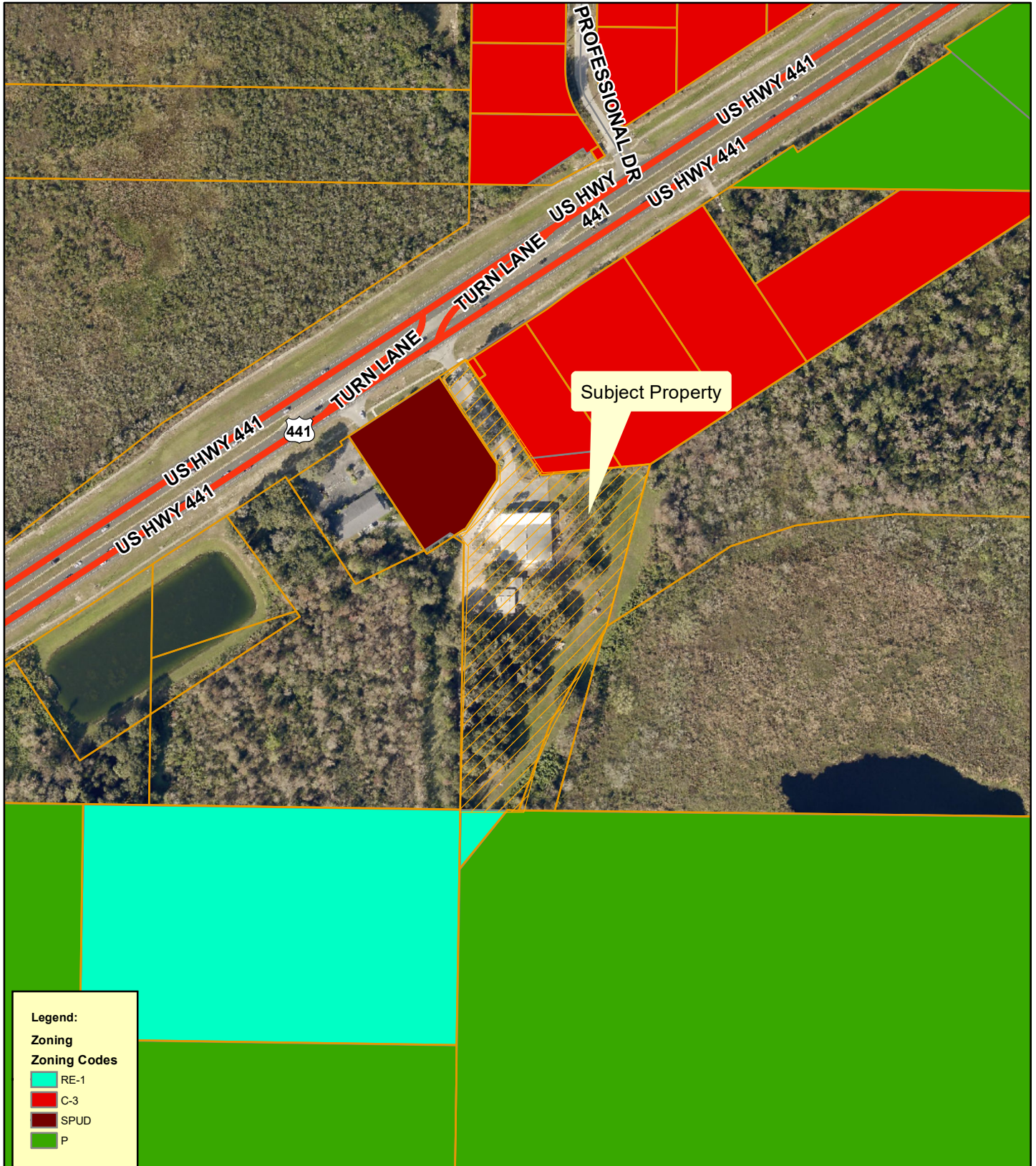


**Planning
& Zoning
Division**

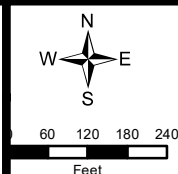


Electrical Works
ANNX-23-343; SSCP-23-344; RZ-23-345
AK #2603925
8010 US Highway 441
Section 21, Township 19 South, Range 25 East
August 31, 2023

Zoning

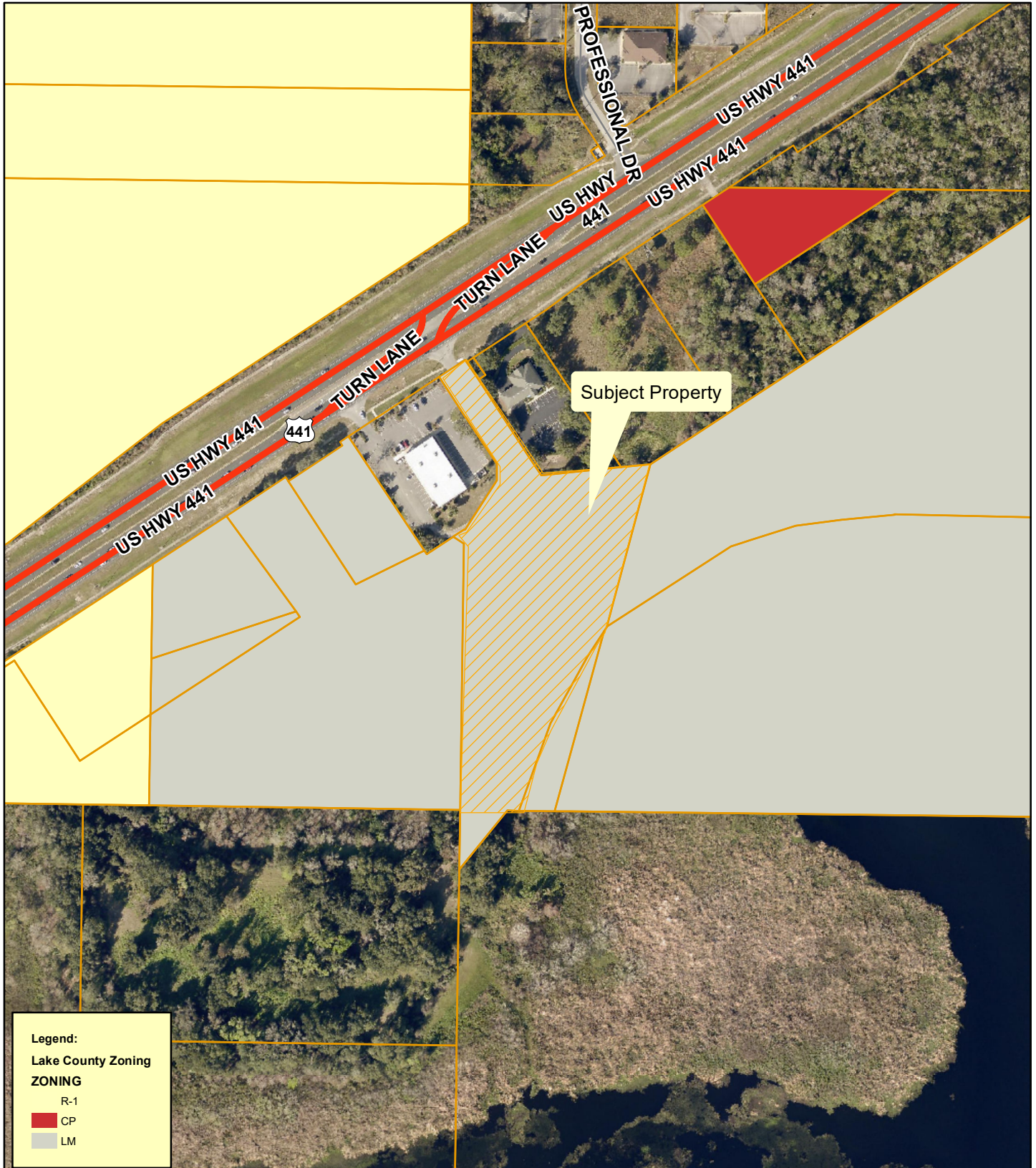


**Planning
& Zoning
Division**



Electrical Works
ANNX-23-343; SSCP-23-344; RZ-23-345
AK #2603925
8010 US Highway 441
Section 21, Township 19 South, Range 25 East
August 31, 2023

Lake County Zoning



**Planning
& Zoning
Division**

Electrical Works
ANNX-23-343; SSCP-23-344; RZ-23-345
AK #2603925
8010 US Highway 441
Section 21, Township 19 South, Range 25 East
August 31, 2023

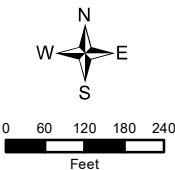
Proposed Zoning



Legend:
SPUD (Small Planned Unit Development)

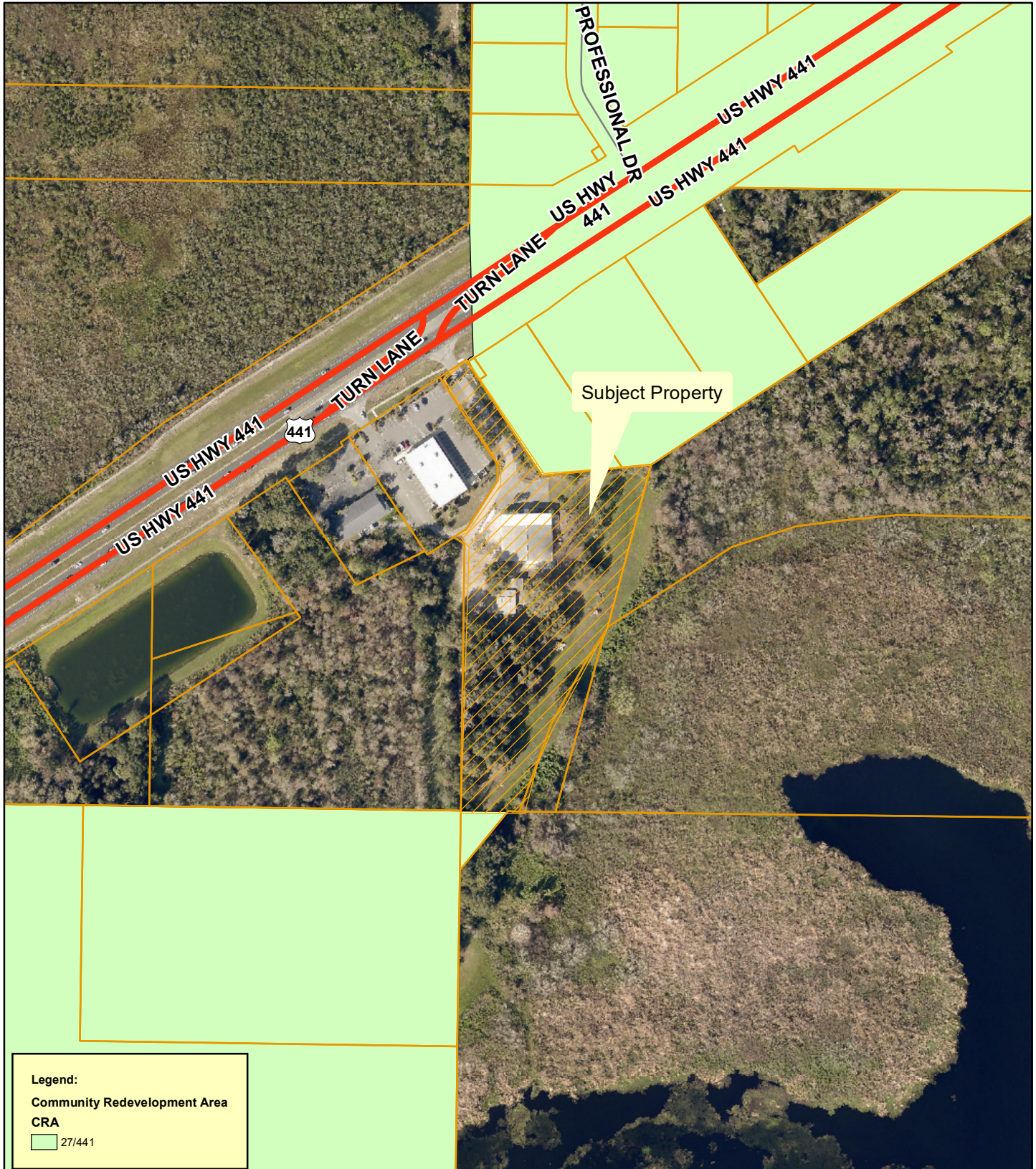


**Planning
& Zoning
Division**

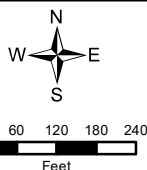


Electrical Works
ANNX-23-343; SSCP-23-344; RZ-23-345
AK #2603925
8010 US Highway 441
Section 21, Township 19 South, Range 25 East
August 31, 2023

Community Redevelopment Area



**Planning
& Zoning
Division**



Electrical Works
ANNX-23-343; SSCP-23-344; RZ-23-345
AK #2603925
8010 US Highway 441
Section 21, Township 19 South, Range 25 East
August 31, 2023



Looking north across US Highway 441.



Looking northeast along US Highway 441.



Looking south towards the subject property from US Highway 441.



Looking southwest along US Highway 441.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, SEPTEMBER 21ST, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, September 21st, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at p.m.

The following Commission members were present:

Tim Sennett - Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
Frazier Marshall
John O’Kelley
Stewart Kaplan
Ken Simeone
Rosalind Peeples-Johnson

The following Commission members were absent:

Ze’ Shieca Carter

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Christine Rock, Senior Planner, Dianne Yekel, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner 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.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY,

AUGUST 24TH, 2023.

Commissioner Kaplan moved to APPROVE the minutes from the August 24TH, 2023 meeting. Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Sennett	Yes
Commissioner Bowersox	Yes
Chairman O'Kelley	Yes
Commissioner Kaplan	Yes

Six yeas, no nays, the Planning Commission approved the minutes from the August 24, 2023 meeting.

Sabrina Mitchell swore in staff as well as anyone wishing to speak.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-23-344 – ELECTRICAL WORKS – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 4.9 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF PROFESSIONAL DRIVE AND SOUTH OF US HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 23RD, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, NOVEMBER 27TH, 2023)** (Electrical Works)

Dan Miller stated if we could discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number #SSCP-23-344 – Electrical Works – Small Scale Comprehensive Plan and case number #SPUD-23-345 Small 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, and staff recommendations.

Grant Watson, City Attorney stated for the record to discuss both cases together and vote taken separate for each case.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, and went over SPUD (Small Planned Unit Development) conditions and stated the permitted uses include commercial uses such as office, to include general and medical offices, daycare uses, personal services (hair/nails), light industrial uses such as the current use for Electrical Works, storage and warehouse uses; prohibited uses include internet cafes, tattoo parlor, check cashing stores, adult uses, etc., development standards will be drawn from the C-3 zoning district, all other requirements of the PUD are the standard PUD language.

Christine Rock, Senior Planner utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, and Lake County Public Works there were no substantiative comments from the City Departments or the County. Public responses – no comments were received from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for the case; Staff supports both cases; recommended approval.

Brett Jones, of Brett Jones P.A. introduced himself for the record and stated to the Commission he is here to answer any questions they may have.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioners' and Dan Miller discussed adding veterinary to the permitted uses under the PUD conditions with the motion.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner O'Kelley made a motion to APPROVE case # SSCP-23-344 – ELECTRICAL WORKS – SMALL SCALE COMPREHENSIVE PLAN
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner Peeples-Johnson	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes

Commissioner Sennett	Yes
Chairman Bowersox	Yes
Commissioner O'Kelley	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-23-344 – ELECTRICAL WORKS – SMALL SCALE COMPREHENSIVE PLAN.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # RZ-23-345 – ELECTRICAL WORKS – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 4.9 +/- ACRES FROM LAKE COUNTY LM (LIGHT INDUSTRIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF PROFESSIONAL DRIVE AND SOUTH OF US HIGHWAY 441, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 23RD, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, NOVEMBER 27TH, 2023)**
(Electrical Works)

Commissioner Kaplan made a motion to APPROVE case # RZ-23-345 – ELECTRICAL WORKS and add veterinary to the permitted uses under the PUD conditions – SMALL PLANNED UNIT DEVELOPMENT with the amendment. Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Sanders	Yes
Commissioner Marshall	Yes
Commissioner Peeples-Johnson	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # RZ-23-345 – ELECTRICAL WORKS – SMALL PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEMS

ANNOUNCEMENTS

Dan Miller announced to the Commission that the Leesburg Planning Commission is a 9-member board, with 7 regular members, depending on the date of appointment, we generally have 2-3 Planning Commissioners' terms expiring each September 30. This year we have three slots with expiring terms; each year, the City Clerk's office advertises through the newspaper, city website and social media, and the City Clerk's office received a total of 11 applicants for the three seats on the Planning Commission, and 1 other Board. This year the terms of Chairman Sennett, and our two alternate members, Commissioner Rosalind Peebles-Johnson, and Commissioner Ken Simeone will expire on September 30 and all three have re-applied for the job; he encouraged each member to attend the City Commission meeting on Monday night, and be prepared with a brief statement to indicate their continued interest in the Planning Commission, applications are submitted; City Commission choice to replace/remove. Staff can't offer any recommendations; Staff is very pleased with how this group work together; and wish each member the best and hope that we can see you all again next month.

Chairman Sennett entertained a motion to adjourn.

ADJOURNMENT

Meeting was adjourned at 4:55 p.m.

Tim H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: November 27, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Tara Oaks Community Development District established pursuant to Ordinance 21-17; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Tara Oaks)

Staff Recommendation:

Staff recommends approval of the request from the Tara Oaks Community Development District to amend the boundaries of the district.

Analysis:

The request is to approve the amendment of the boundaries of the Tara Oaks Community Development District, which is generally located south and east of Lewis Road, west of US 441 and north of Pruitt Street, as shown on the attached map.

Community Development Districts are permitted under Chapter 190, Florida Statutes, and are a form of special purpose district which can be created to manage, finance and deliver basic community development services. The District is comprised of 194.15 acres, more or less. The District has submitted a petition to amend the boundary of the District by removing 85.37 acres, more or less, and adding 89.87 acres, more or less, for an amended total of approximately 198.88 acres, more or less.

A CDD's services may include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, 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 government's comprehensive plan.

Approval of this request does not create a negative impact for the City's comprehensive plan or the surrounding property owners.

Procurement Analysis:

N/A

Options:

1. Approve the proposed ordinance amending the boundaries of the Tara Oaks Community Development District; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Property owners within the Tara Oaks 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, AMENDING THE BOUNDARIES OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED PURSUANT TO ORDINANCE 21-17; PROVIDING A SEVERABILITY CLAUSE; ADDRESSING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (CDD REV TARA OAKS)

WHEREAS, effective May 24, 2021, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida ("City"), previously adopted Ordinance No. 21-17 establishing the Tara Oaks Community Development District ("District");

WHEREAS, the District has petitioned the City to adopt an ordinance amending the boundaries of the District pursuant to Chapter 190, Florida Statutes ("Boundary Amendment"); and

WHEREAS, the City, in determining whether to amend the District's boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of the Tara Oaks Community Development District* ("Petition") are true and correct; and

WHEREAS, as set forth in the Petition, the landowners of the Contraction Parcels and the Expansion Parcels have provided their consent to the Boundary Amendment; and

WHEREAS, a public hearing has been conducted by the City on November 13, 2023, in accordance with the requirements and procedures of Section 190.046, Florida Statutes, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

WHEREAS, the City has considered and finds that the amendment of the District's boundaries 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, as amended, 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, as amended, 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, as amended, 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, as amended, 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 amending the boundaries of 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 3: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED. The external boundaries of the District, as amended, are described in **Exhibit A** attached hereto, the overall parcel containing 198.88 acres of land.

SECTION 4: 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 5. CONFLICTING ORDINANCES. Except to the extent expressly stated herein, Ordinance No. 21-17 remains in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6: 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 27th day of November 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

SKETCH OF DESCRIPTION FOR: TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, A PORTION OF THE NORTH 1/2 OF THE S.E. 1/4 AND THE EAST 3/4 OF THE S.E. 1/4 OF SECTION 17 TOWNSHIP 19 SOUTH, RANGE 24 EAST AND THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.E. CORNER OF SAID SECTION 20, THENCE ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.00°44'07"W., A DISTANCE OF 1329.94 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 2642.64 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, N.00°53'26"E., A DISTANCE OF 1330.26 FEET TO THE N.W. CORNER OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.89°20'30"E., A DISTANCE OF 1649.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF AFOREMENTIONED SECTION 17; THENCE DEPARTING THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, N.00°48'11"E., A DISTANCE OF 1318.73 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17, N.89°13'19"W., A DISTANCE OF 1647.04 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°51'51"E., A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°06'07"E., A DISTANCE OF 2166.76 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.00°45'17"W., A DISTANCE OF 441.33 FEET; THENCE S.89°06'07"E., A DISTANCE OF 466.33 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.W. 1/4 OF AFOREMENTIONED SECTION 16; THENCE ALONG SAID WEST BOUNDARY S.00°45'16"W., A DISTANCE OF 192.09 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°40'04"E., A DISTANCE OF 657.69 FEET; THENCE S.00°45'25"W., A DISTANCE OF 330.37 FEET; THENCE S.89°33'48"E., A DISTANCE OF 634.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 468 (BEING A SIXTY SIX FOOT RIGHT OF WAY); THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°51'28"W., A DISTANCE OF 331.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE ALONG SAID SOUTH BOUNDARY, N.89°27'05"W., A DISTANCE OF 1291.07 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE AFOREMENTIONED WEST BOUNDARY OF THE S.W. 1/4 OF SECTION 16, S.00°45'17"W., A DISTANCE OF 1316.66 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 198.88 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: APRIL 11, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S.89°20'30"E.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

***NOTE* ~ THIS IS NOT A SURVEY!**

**SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER**

LEGEND UNLESS OTHERWISE NOTED

- ⊙ = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF LAKE COUNTY
C.B. = CHORD BEARING
—/— = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/24/2023
SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. -- LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



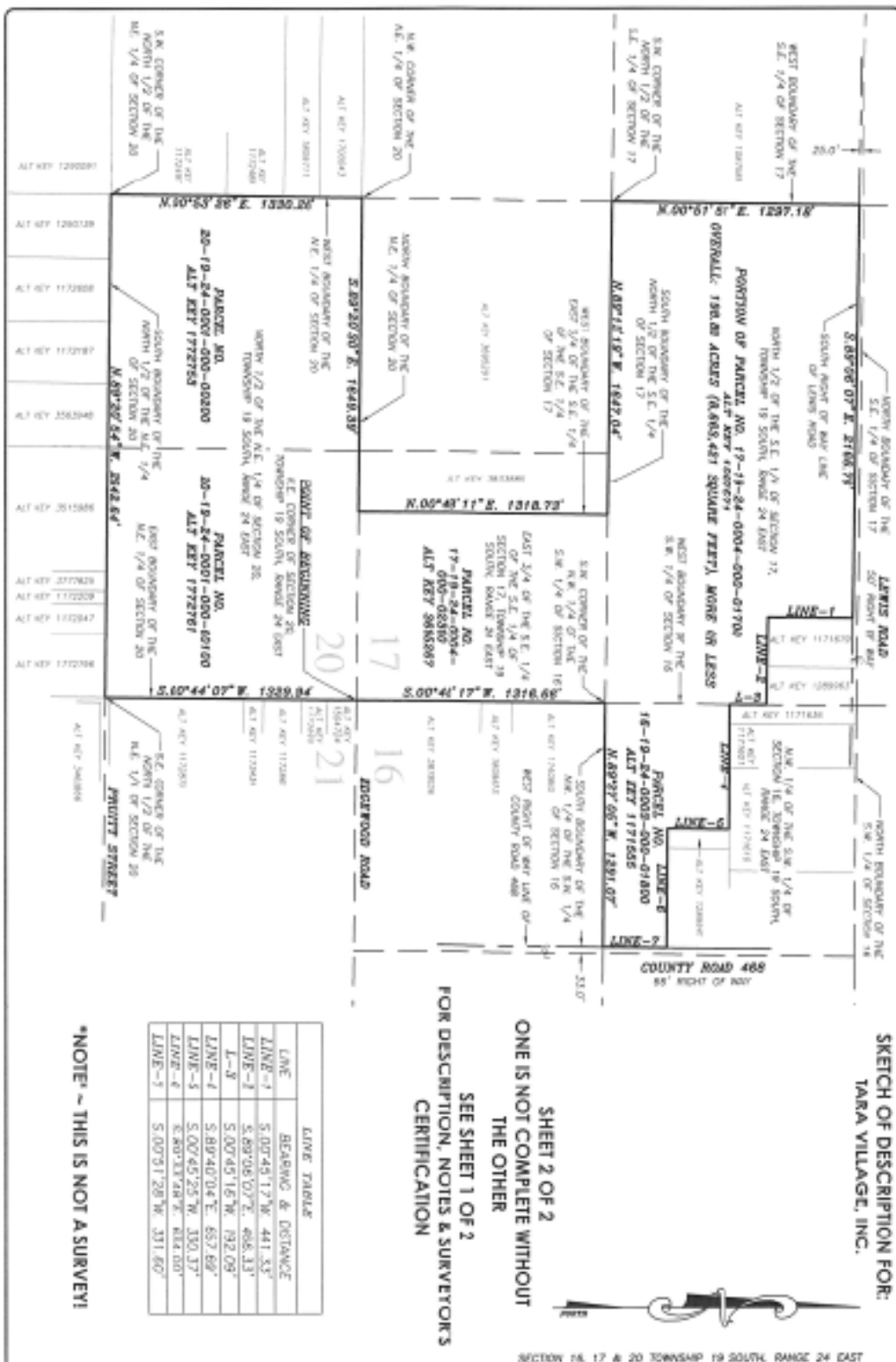
R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park • 1309 S.E. 28th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmbarrianeau.com

REGINALD M. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. -- LS 6897



DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK CDD
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 600'		COPYRIGHT © APRIL, 2023



 R.M. BARRINEAU AND ASSOCIATES PROFESSIONAL SURVEYORS & MAPPERS COURTESY PROFESSIONAL PARK • 1300 S.E. 25th Loop/Suite 103 • Ocala, FLORIDA 34427 PHONE (352) 822-3155 • FAX (352) 365-3771 • www.rmbarrean.com REGISTRATION: BARRINEAU, P.L.L.C. - F00000000 • CERTIFICATE OF AUTHORIZATION NO. 00000000 TRADE PROFESSIONAL, P.L.L.C. - 00000000	DRAWN:	S.W.M.	J.O.# 21043	
	REVISED:			DWG.# 21043SK CDD
	CHECKED:	T.P.B.		
	APPROVED:	T.P.B.		SHEET 2 OF 2
	SCALE: 1" = 600'			COPYRIGHT © APRIL, 2023

PETITION TO AMEND THE BOUNDARIES OF TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA

**PETITION TO AMEND THE BOUNDARIES OF
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Tara Oaks Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance No. 21-17, and located entirely within the boundaries of the City of Leesburg, Florida (“District”), hereby petitions the Board of City Commissioners of the City of Leesburg, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance No. 21-17 to add approximately 89.78 acres to the District and remove approximately 85.37 acres from the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within the City of Leesburg, Florida (“County”). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 194.15 acres of land and is located south and east of Lewis Road, west of US 441 and North of Pruitt Street. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“Expansion Parcels”) which comprise approximately 89.78 acres are set forth in **Exhibit 3**. The metes and bounds of the lands to be removed from the District (“Contraction Parcel”) which comprise approximately 85.37 acres are set forth in **Exhibit 4**. Subsequent to the proposed amendment of the District, the District will encompass approximately 198.88 acres in total. **Exhibit 5** contains the metes and bounds description of the District boundary, as amended (“Amended District”).

2. Excluded Parcels. There are no parcels within the external boundary of the Expansion Parcel which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 6**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2023-02 at **Exhibit 6**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are Silvia Moukhtara Nemer, Chris Potts, Clifton Fischer, Jacob Essman. One seat is currently vacant.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. District Facilities and Services. **Exhibit 8** describes the type of facilities District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the infrastructure serving lands within the Amended District are also identified in **Exhibit 8**. Currently, these improvements are estimated to be made, acquired, constructed, and/or from 2024 to 2026. 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.

7. Statement of Estimated Regulatory Costs. **Exhibit 9** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Agent Authorization. **Exhibit 10** is an authorization of agent authorizing Jere Earlywine to act as the District’s agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

9. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District’s boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of

certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the County. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the Board of City Commissioners of the City of Leesburg:

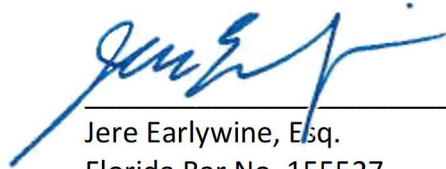
a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and

b. Grant the petition and amend Ordinance No. 21-17 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 28th day of June, 2023.

KUTAK ROCK LLP

A handwritten signature in blue ink, appearing to read 'Jere Earlywine', is positioned above a horizontal line.

Jere Earlywine, Esq.

Florida Bar No. 155527

Jere.Earlywine@KutakRock.com

KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

Ph: (850) 528-6152

EXHIBIT 1

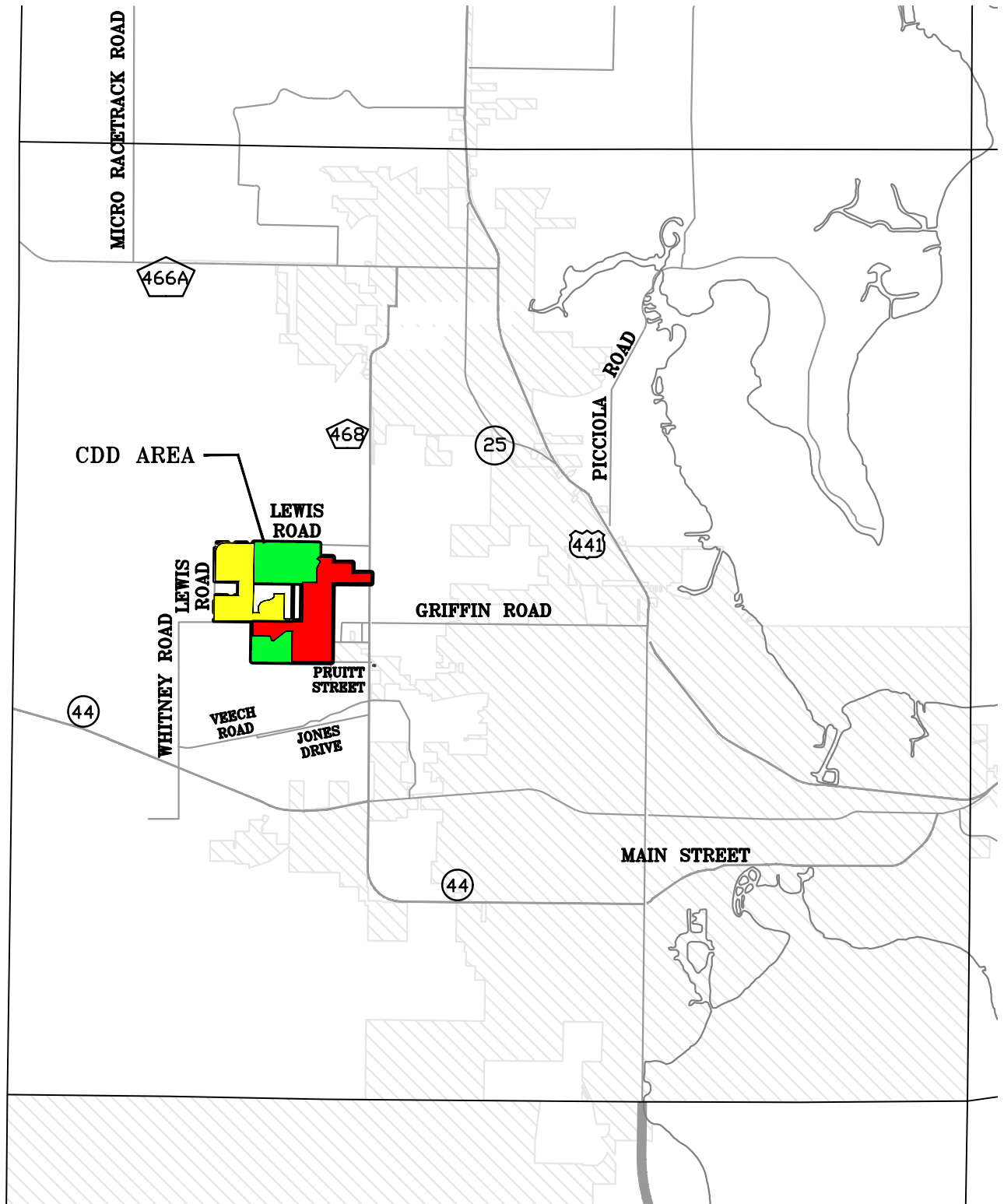
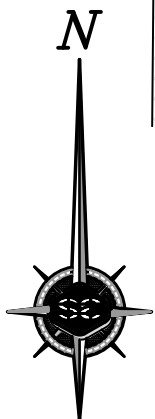


EXHIBIT 1



SCALE:
NTS



EXPANSION AREA
EXISTING BALANCE
CONTRACTION AREA



**Springstead
Engineering, Inc.**
Consulting Engineers
Planners

CA-0001723
LB-0001723
727 South 14th Street
Leesburg, FL 34748
(352) 787-1414

**TARA OAKS
COMMUNITY DEVELOPMENT DISTRICT
LOCATION MAP**

1810028.107 DESIGN: DWS DRAWN: SKK DATE: 03/08/2023

EXHIBIT 2

TARA OAKS PARCEL 1 CDD DESCRIPTION

In Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida
November 11, 2020

That part of Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida, described as follows; Begin at the northeast corner of said Section 20 and run S 00°44'07" W, along the east boundary of the Northeast ¼ of the Northeast ¼ of said Section 20, a distance of 1329.94 feet, to the southeast corner of said Northeast ¼ of the Northeast ¼; thence N 89°20'54" W, along the south boundary of said Northeast ¼ of the Northeast ¼, a distance of 1321.28 feet, to the southwest corner of said Northeast ¼ of the Northeast ¼; thence N 00°48'53" E, along the west boundary of said Northeast ¼ of the Northeast ¼, a distance of 1012.38 feet; thence leaving said west boundary, run N 89°09'53" W, a distance of 176.59 feet, to the Point of Curvature of a curve concave southerly and having a radius of 100.00 feet; thence westerly, along the arc of said curve, through a central angle of 38°25'50", a distance of 67.07 feet, to the Point of Tangency; thence S 52°24'17" W, a distance of 438.47 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 100.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 32°24'48", a distance of 56.57 feet, to the Point of Tangency; thence N 70°00'31" W, a distance of 81.87 feet; thence N 16°51'51" W, a distance of 141.97 feet; thence N 89°06'34" W, a distance of 585.15 feet, to the west boundary of the Northwest ¼ of the Northeast ¼ of the aforesaid Section 20; thence N 00°53'26" E, along said west boundary, a distance of 490.69 feet, to the northwest corner of the Northwest ¼ of the Northeast ¼ of Section 20, same being the southeast corner of the Southeast ¼ of the Southwest ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence N 89°16'40" W, along the south boundary of said Southeast ¼ of the Southwest ¼, a distance of 1286.29 feet, to the proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said proposed east right-of-way, a distance of 851.15 feet; thence leaving said east right-of-way, run S 89°11'24" E, a distance of 780.00 feet; thence N 00°50'17" E, a distance of 473.00 feet; thence N 89°11'24" W, a distance of 780.00 feet, to the aforesaid proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said east right-of-way, a distance of 973.83 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 310.00 feet; thence northeasterly, along the arc of said curve, and proposed right-of-way for LEWIS ROAD, through a central angle of 90°03'36", a distance of 487.27 feet, to the Point of Tangency, said point being on the proposed south right-of-way of said LEWIS ROAD; thence S 89°06'07" E, along said proposed south right-of-way, a distance of 978.02 feet, to the east boundary of the Southwest ¼ of the aforesaid Section 17; thence S 00°53'00" W, along said east boundary, a distance of 2319.36 feet; thence leaving said east boundary, run S 89°21'29" E, a distance of 198.29 feet; thence N 14°48'59" W, a distance of 106.18 feet; thence N 02°50'55" E, a distance of 117.80 feet; thence N 33°46'27" E, a distance of 145.42 feet; thence N 61°36'52" E, a distance of 143.29 feet; thence N 84°49'11" E, a

distance of 148.86 feet; thence N 63°57'29" E, a distance of 125.92 feet; thence N 45°46'02" E, a distance of 84.32 feet; thence N 00°47'01" E, a distance of 95.38 feet; thence S 89°12'59" E, a distance of 343.11 feet; thence S 00°50'07" W, a distance of 828.05 feet; thence S 89°09'53" E, a distance of 55.00 feet; thence S 00°50'07" W, a distance of 23.05 feet, to the Point of Curvature of a curve concave northeasterly and having a radius of 20.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 70°28'12", a distance of 24.60 feet, to a Point of Reverse Curve; thence run easterly, along the arc of said reverse curve concave southwesterly and having a radius of 430.00 feet, through a central angle of 04°46'55", a distance of 35.89 feet, to a Point of Reverse Curve; thence run easterly along the arc of said reverse curve concave northerly and having a radius of 370.00 feet, through a central angle of 15°56'43", a distance of 102.97 feet, to the Point of Compound Curve; thence along the arc of said compound curve concave northerly and having a radius of 20.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 98°21'59", a distance of 34.34 feet, to the Point of Tangency; thence S 89°11'04" E, a distance of 55.50 feet, to the east boundary of the Southwest ¼ of the Southeast ¼ of the aforesaid Section 17; thence S 00°48'56" W, along said east boundary, a distance of 29.05 feet, to the southeast corner of said Southwest ¼ of the Southeast ¼, same being the southwest corner of the Southeast ¼ of the Southeast ¼ of Section 17; thence S 89°20'30" E, along the south boundary of said Southeast ¼ of the Southeast ¼, a distance of 329.80 feet; thence N 00°48'11" E, a distance of 1318.73 feet, to the north boundary of said Southeast ¼ of the Southeast ¼; thence S 89°13'19" E, along said north boundary, a distance of 460.51 feet; thence N 00°46'41" E, a distance of 485.12 feet; thence N 28°14'24" E, a distance of 249.98 feet; thence N 49°56'59" W, a distance of 134.15 feet; thence N 40°46'55" E, a distance of 77.63 feet; thence S 89°06'07" E, a distance of 466.33 feet, to the east boundary of said Northeast ¼ of the Southeast ¼, of Section 17, same being the west boundary of the Northwest ¼ of the Southwest ¼ of Section 16, Township 19 South, Range 24 East; thence S 00°45'17" W, along said boundary line, a distance of 192.09 feet; thence S 89°40'04" E, a distance of 657.70 feet; thence S 00°45'25" W, a distance of 330.37 feet; thence S 89°33'48" E, a distance of 634.00 feet, to the west right-of-way of COUNTY ROAD 468; thence S 00°51'28" W, along said west right-of-way, a distance of 331.60 feet; thence leaving said west right-of-way, run N 89°27'05" W, a distance of 1291.07 feet, to the southwest corner of the Northwest ¼ of the Southwest ¼, of the aforesaid Section 16, same being the northeast corner of the Southeast ¼ of the Southeast ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence S 00°45'17" W, along the east boundary of said Southeast ¼ of the Southeast ¼, a distance of 1316.66 feet, to the Point of Beginning and end of this description.

Area described contains 194.15 acres.

EXHIBIT 3

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID SECTION 17, THENCE ALONG THE EAST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°45'17"E., A DISTANCE OF 1316.66 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING THE EAST BOUNDARY OF SAID S.E. 1/4 OF SECTION 17, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17, N.89°13'19"W., A DISTANCE OF 528.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°13'19"W., A DISTANCE OF 2107.57 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°51'51"E., A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°06'07"E., A DISTANCE OF 2166.76 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.00°45'17"W., A DISTANCE OF 441.33 FEET; THENCE S.40°46'55"W., A DISTANCE OF 77.63 FEET; THENCE S.49°56'59"E., A DISTANCE OF 134.15 FEET; THENCE S.28°14'24"W., A DISTANCE OF 117.80 FEET; THENCE S.00°46'41"W., A DISTANCE OF 485.12 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 63.71 ACRES, MORE OF LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING N.89°13'19"W.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

℄ = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF LAKE COUNTY
C.B. = CHORD BEARING
—|— = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/29/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

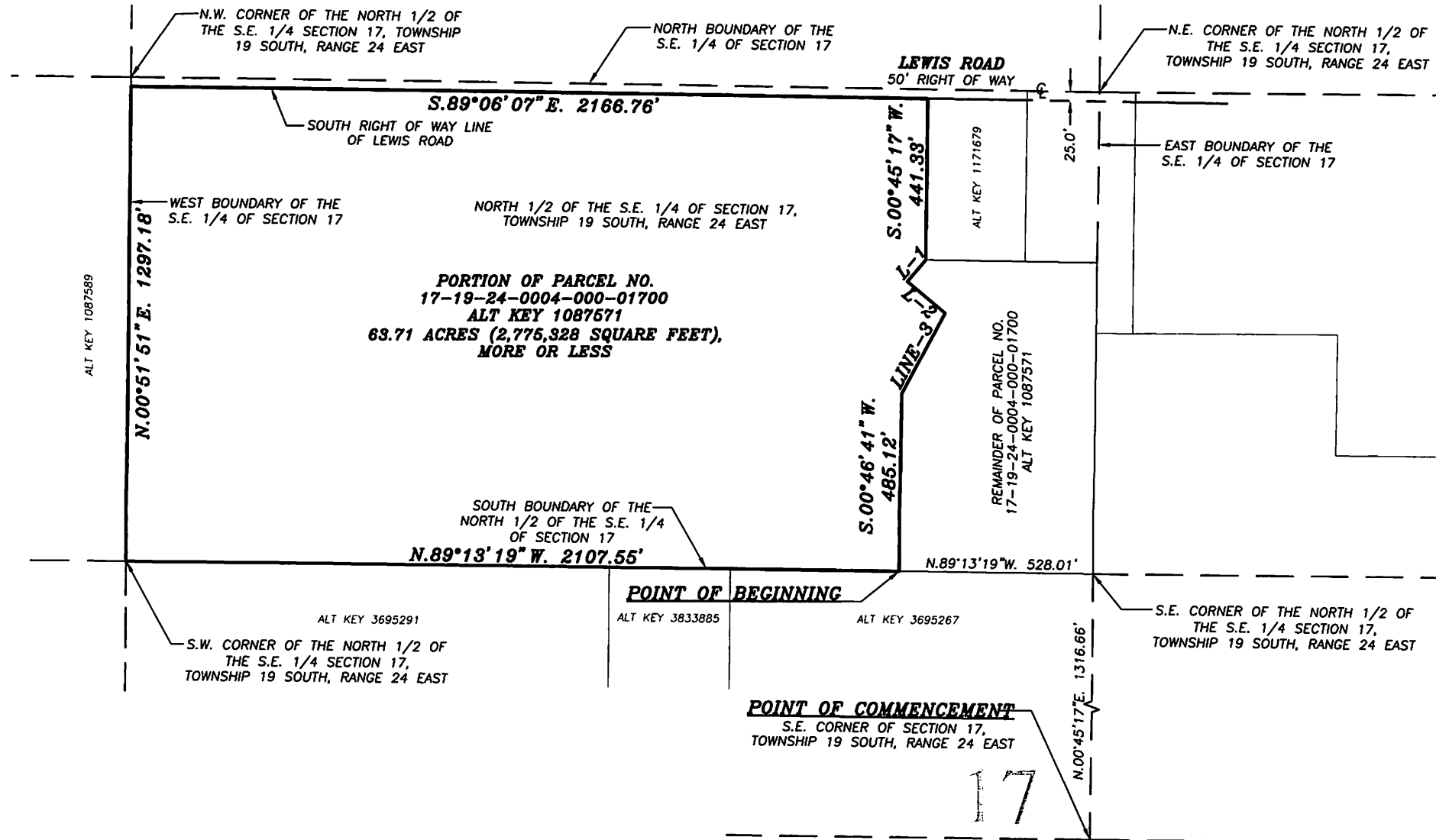
TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK EXP
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 400'		COPYRIGHT © APRIL, 2023



SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

LINE TABLE	
LINE	BEARING & DISTANCE
L-1	S.40°46'55"W. 77.63'
L-2	S.49°56'59"E. 134.15'
LINE-3	S.28°14'24"W. 117.80'

SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST

DRAWN:	S. W. M.
REVISED:	
CHECKED:	T. P. B.
APPROVED:	T. P. B.
SCALE: 1" = 400'	

R.M. BARRINEAU
— **AND ASSOCIATES** —
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BEGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5097
TRAWS P. BARRINEAU, P.S.M. - LS 6697

TRAVIS P. BARRINEAU, P.S.M. - LS 6897

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SAID SECTION 20, THENCE ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, S.00°44'07"W., A DISTANCE OF 1329.94 FEET TO THE S.E. CORNER OF N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING THE EAST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 1321.28 FEET TO THE S.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, SAID POINT ALSO BEING THE S.E. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 1321.36 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, N.00°53'26"E., A DISTANCE OF 839.57 FEET; THENCE DEPARTING THE WEST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, S.89°06'34"E., A DISTANCE OF 585.15 FEET; THENCE S.16°51'51"E., A DISTANCE OF 141.97 FEET; THENCE S.70°00'31"E., A DISTANCE OF 81.87 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 32°24'48" AND A CHORD BEARING AND DISTANCE OF N.36°11'53"E., 55.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.57 FEET TO THE END OF SAID CURVE; THENCE N.52°24'17"E., A DISTANCE OF 438.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 38°25'50" AND A CHORD BEARING AND DISTANCE OF N.71°37'12"E., 65.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.07 FEET TO THE END OF SAID CURVE; THENCE S.89°09'53"E., A DISTANCE OF 176.59 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, SAID POINT ALSO BEING ON THE WEST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE ALONG SAID EAST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE WEST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, S.00°48'53"W., A DISTANCE OF 1012.38 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 26.07 ACRES MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S.89°20'30"E.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

- ℄ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- √- = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/14/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

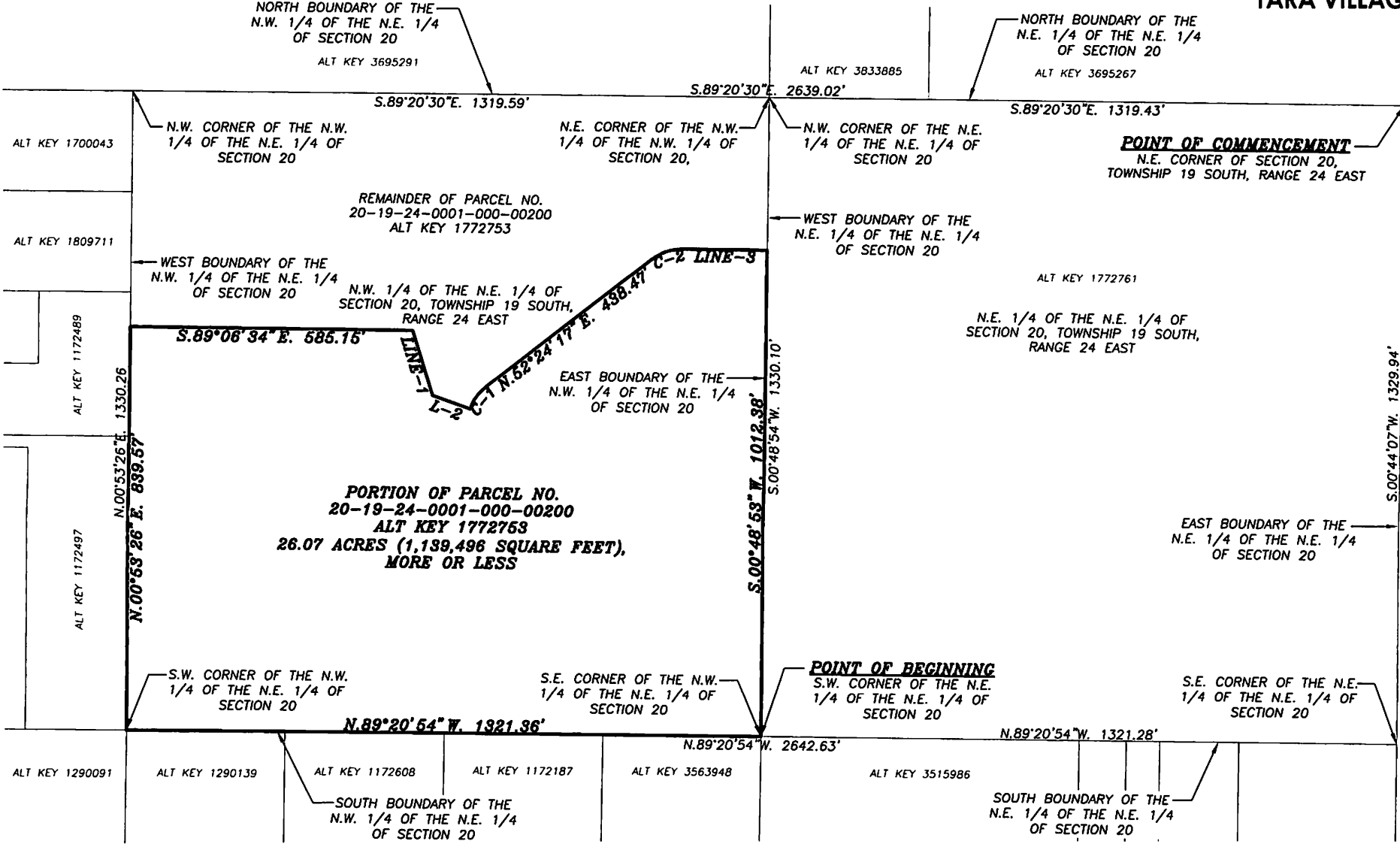
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK SCPA
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 300'		COPYRIGHT © APRIL, 2023

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.



LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	S.16°51'51"E. 141.97'
L-2	S.70°00'31"E. 81.87'
LINE-3	S.89°09'53"E. 176.59'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
C-1	32°24'48"	100.00'	56.57'	55.82'	N.36°11'53"E.
C-2	38°25'50"	100.00'	67.06'	65.82'	N.71°37'12"E.

***NOTE* ~ THIS IS NOT A SURVEY!**
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION



SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK SCA
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 300'		
COPYRIGHT © APRIL, 2023		

R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 28th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 389-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5081
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

EXHIBIT 4

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

PORTIONS OF THE S.W. 1/4 OF THE S.E. 1/4, THE S.E. 1/4 OF THE S.W. 1/4 AND THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID SECTION 17, THENCE ALONG THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.89°20'30"W., A DISTANCE OF 1319.43 FEET TO THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°20'30"W., A DISTANCE OF 1319.59 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, ALONG THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17, N.89°16'40"W., A DISTANCE OF 1301.29 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID EAST RIGHT OF WAY LINE, N.00°50'17"E., A DISTANCE OF 851.17 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE S.89°11'24"E., A DISTANCE OF 795.00 FEET; THENCE N.00°50'17"E., A DISTANCE OF 473.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE ALONG SAID SOUTH BOUNDARY, N.89°11'24"W., A DISTANCE OF 779.95 FEET TO A POINT ON THE PROPOSED EAST RIGHT OF WAY LINE OF AFOREMENTIONED LEWIS ROAD; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID PROPOSED EAST RIGHT OF WAY LINE, N.00°50'14"E., A DISTANCE OF 973.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 90°03'39" AND A CHORD BEARING AND DISTANCE OF N.45°52'04"E., 438.64 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED EAST RIGHT OF WAY LINE, A DISTANCE OF 487.28 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID LEWIS ROAD; THENCE DEPARTING THE PROPOSED EAST RIGHT OF WAY LINE OF SAID LEWIS ROAD, ALONG THE PROPOSED SOUTH RIGHT OF LINE OF SAID LEWIS ROAD, S.89°06'07"E., A DISTANCE OF 979.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID PROPOSED SOUTH RIGHT OF WAY LINE, ALONG SAID EAST BOUNDARY, S.00°54'40"W., A DISTANCE OF 1621.75 FEET TO THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE CONTINUE ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17, S.00°54'44"W., A DISTANCE OF 697.61 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.89°21'29"E., A DISTANCE OF 198.30 FEET; THENCE N.14°48'59"W., A DISTANCE OF 106.18 FEET; THENCE N.02°50'55"E., A DISTANCE OF 117.80 FEET; THENCE N.33°46'27"E., A DISTANCE OF 145.42 FEET; THENCE N.61°36'52"E., A DISTANCE OF 143.29 FEET; THENCE N.84°49'11"E., A DISTANCE OF 148.86 FEET; THENCE N.63°57'39"E., A DISTANCE OF 125.92 FEET; THENCE N.45°46'02"E., A DISTANCE OF 84.32 FEET; THENCE N.00°47'01"E., A DISTANCE OF 95.38 FEET; THENCE S.89°12'59"E., A DISTANCE OF 343.11 FEET; THENCE S.00°50'07"W., A DISTANCE OF 828.05 FEET; THENCE S.89°09'53"E., A DISTANCE OF 55.00 FEET; THENCE S.00°50'07"W., A DISTANCE OF 23.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 70°28'12" AND A CHORD BEARING AND DISTANCE OF S.34°23'59"E., 23.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 04°46'55" AND A CHORD BEARING AND DISTANCE OF S.67°14'38"E., 35.88 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 15°56'43" AND A CHORD BEARING AND DISTANCE OF S.72°49'32"E., 102.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 98°21'59" AND A CHORD BEARING AND DISTANCE OF N.50°01'08"E., 30.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.34 FEET TO THE END OF SAID CURVE; THENCE S.89°11'04"E., A DISTANCE OF 55.50 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, THENCE ALONG SAID EAST BOUNDARY, S.00°48'56"W., A DISTANCE OF 29.05 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 85.37 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING N.89°20'30"W.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

- CL = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/24/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
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REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK CON
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 400'		COPYRIGHT © APRIL, 2023

EXHIBIT 5

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, A PORTION OF THE NORTH 1/2 OF S.E. 1/4 AND THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 17 TOWNSHIP 19 SOUTH, RANGE 24 EAST AND THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.E. CORNER OF SAID SECTION 20, THENCE ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.00°44'07"W., A DISTANCE OF 1329.94 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 2642.64 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, N.00°53'26"E., A DISTANCE OF 1330.26 FEET TO THE N.W. CORNER OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, S.89°20'30"E., A DISTANCE OF 1649.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF AFOREMENTIONED SECTION 17; THENCE DEPARTING THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, N.00°48'11"E., A DISTANCE OF 1318.73 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17, N.89°13'19"W., A DISTANCE OF 1647.04 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°51'51"E., A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°06'07"E., A DISTANCE OF 2166.76 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.00°45'17"W., A DISTANCE OF 441.33 FEET; THENCE S.89°06'07"E., A DISTANCE OF 466.33 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.W. 1/4 OF AFOREMENTIONED SECTION 16; THENCE ALONG SAID WEST BOUNDARY S.00°45'16"W., A DISTANCE OF 192.09 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°40'04"E., A DISTANCE OF 657.69 FEET; THENCE S.00°45'25"W., A DISTANCE OF 330.37 FEET; THENCE S.89°33'48"E., A DISTANCE OF 634.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 468 (BEING A SIXTY SIX FOOT RIGHT OF WAY); THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°51'28"W., A DISTANCE OF 331.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE ALONG SAID SOUTH BOUNDARY, N.89°27'05"W., A DISTANCE OF 1291.07 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE AFOREMENTIONED WEST BOUNDARY OF THE S.W. 1/4 OF SECTION 16, S.00°45'17"W., A DISTANCE OF 1316.66 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 198.88 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S.89°20'30"E.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

- CL = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/29/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK CDD
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 600'		COPYRIGHT © APRIL, 2023

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.



SECTION 16, 17 & 20 TOWNSHIP 19 SOUTH, RANGE 24 EAST

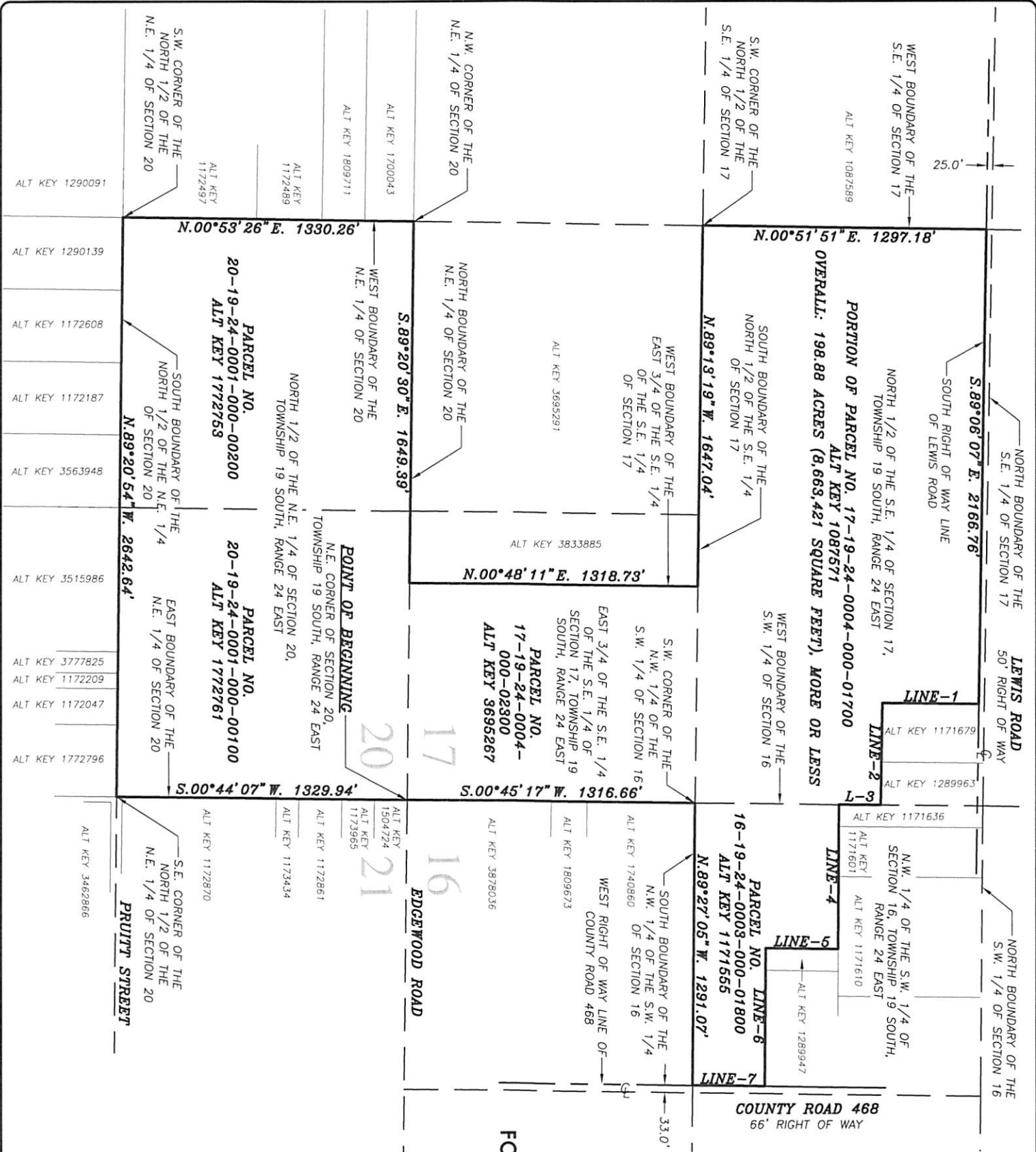
DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK CDD
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 600'		COPYRIGHT © APRIL, 2023

SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S
CERTIFICATION

ONE IS NOT COMPLETE WITHOUT
THE OTHER

LINE	BEARING & DISTANCE
LINE-1	S.00°45'17"W. 441.33'
LINE-2	S.89°06'07"E. 466.33'
L-3	S.00°45'16"W. 192.09'
LINE-4	S.89°40'04"E. 657.69'
LINE-5	S.00°45'25"W. 330.37'
LINE-6	S.89°33'48"E. 634.00'
LINE-7	S.00°51'28"W. 331.60'

NOTE ~ THIS IS NOT A SURVEY!





R.M. BARRINEAU

AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471

PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091

TRAVIS P. BARRINEAU, P.S.M. - LS 6897

EXHIBIT 6

This instrument was prepared by:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT
[CONTRACTION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Contraction Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Tara Oaks Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be removed from the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby requests and consents to removal of the Property from the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 9th day of March, 2023.

WITNESS

A.A. MOUKHTARA COMPANY, INC.

By: [Signature]
Name: LADONNA WINSTOCK

Aline M. Moukhtara
By: Aline M. Moukhtara
Name: President

By: [Signature]
Name: LASHANTHA GREEN

STATE OF VIRGINIA

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09th day of March, 2023, by ALINE M. MOUKHTARA, as PRESIDENT of A.A. MOUKHTARA COMPANY, INC. on its behalf. He ☐ is personally known to me or ☒ produced Virginia Drivers License as identification.

Chaitanya S. Rana
Notary Public, State of Virginia

EXHIBIT A: Legal Description

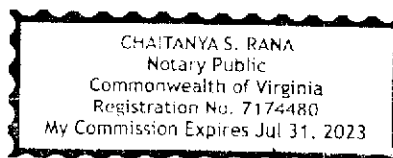


EXHIBIT A:
Legal Description

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

PORTIONS OF THE S.W. 1/4 OF THE S.E. 1/4, THE S.E. 1/4 OF THE S.W. 1/4 AND THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID SECTION 17, THENCE ALONG THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.89°20'30"W., A DISTANCE OF 1319.43 FEET TO THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°20'30"W., A DISTANCE OF 1319.59 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, ALONG THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17, N.89°16'40"W., A DISTANCE OF 1301.29 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID EAST RIGHT OF WAY LINE, N.00°50'17"E., A DISTANCE OF 851.17 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE S.89°11'24"E., A DISTANCE OF 795.00 FEET; THENCE N.00°50'17"E., A DISTANCE OF 473.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE ALONG SAID SOUTH BOUNDARY, N.89°11'24"W., A DISTANCE OF 779.95 FEET TO A POINT ON THE PROPOSED EAST RIGHT OF WAY LINE OF AFOREMENTIONED LEWIS ROAD; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID PROPOSED EAST RIGHT OF WAY LINE, N.00°50'14"E., A DISTANCE OF 973.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 90°03'39" AND A CHORD BEARING AND DISTANCE OF N.45°52'04"E., 438.64 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED EAST RIGHT OF WAY LINE, A DISTANCE OF 487.28 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID LEWIS ROAD; THENCE DEPARTING THE PROPOSED EAST RIGHT OF WAY LINE OF SAID LEWIS ROAD, ALONG THE PROPOSED SOUTH RIGHT OF LINE OF SAID LEWIS ROAD, S.89°06'07"E., A DISTANCE OF 979.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID PROPOSED SOUTH RIGHT OF WAY LINE, ALONG SAID EAST BOUNDARY, S.00°54'40"W., A DISTANCE OF 1621.75 FEET TO THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE CONTINUE ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17, S.00°54'44"W., A DISTANCE OF 697.61 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.89°21'29"E., A DISTANCE OF 198.30 FEET; THENCE N.14°48'59"W., A DISTANCE OF 106.18 FEET; THENCE N.02°50'55"E., A DISTANCE OF 117.80 FEET; THENCE N.33°46'27"E., A DISTANCE OF 145.42 FEET; THENCE N.61°36'52"E., A DISTANCE OF 143.29 FEET; THENCE N.84°49'11"E., A DISTANCE OF 148.86 FEET; THENCE N.63°57'39"E., A DISTANCE OF 125.92 FEET; THENCE N.45°46'02"E., A DISTANCE OF 84.32 FEET; THENCE N.00°47'01"E., A DISTANCE OF 95.38 FEET; THENCE S.89°12'59"E., A DISTANCE OF 343.11 FEET; THENCE S.00°50'07"W., A DISTANCE OF 828.05 FEET; THENCE S.89°09'53"E., A DISTANCE OF 55.00 FEET; THENCE S.00°50'07"W., A DISTANCE OF 23.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 70°28'12" AND A CHORD BEARING AND DISTANCE OF S.34°23'59"E., 23.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 04°46'55" AND A CHORD BEARING AND DISTANCE OF S.67°14'38"E., 35.88 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 15°56'43" AND A CHORD BEARING AND DISTANCE OF S.72°49'32"E., 102.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 98°21'59" AND A CHORD BEARING AND DISTANCE OF N.50°01'08"E., 30.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.34 FEET TO THE END OF SAID CURVE; THENCE S.89°11'04"E., A DISTANCE OF 55.50 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, THENCE ALONG SAID EAST BOUNDARY, S.00°48'56"W., A DISTANCE OF 29.05 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 85.37 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING N.89°20'30"W.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

- CL = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/24/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK CON
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 400'		COPYRIGHT © APRIL, 2023

This instrument was prepared by:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT
[EXPANSION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Expansion Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Tara Oaks Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to addition of the Property to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this _____ day of _____, 2023.

WITNESS

TARA VILLAGE, INC.

By: John Gurean
Name: JOHN GUREAN

By: [Signature]
Name: SAYED MOUKHTARA

By: Christin Bell
Name: Christin Bell

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of May, 2023, by Sayed Moukhtara as President of Tara Village Inc on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



CHRISTIN BELL
Notary Public
State of Florida
Comm# HH373392
Expires 3/14/2027

Christin Bell
Notary Public, State of Florida

EXHIBIT A: Legal Description

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID SECTION 17, THENCE ALONG THE EAST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°45'17"E., A DISTANCE OF 1316.66 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING THE EAST BOUNDARY OF SAID S.E. 1/4 OF SECTION 17, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17, N.89°13'19"W., A DISTANCE OF 528.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°13'19"W., A DISTANCE OF 2107.57 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°51'51"E., A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°06'07"E., A DISTANCE OF 2166.76 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.00°45'17"W., A DISTANCE OF 441.33 FEET; THENCE S.40°46'55"W., A DISTANCE OF 77.63 FEET; THENCE S.49°56'59"E., A DISTANCE OF 134.15 FEET; THENCE S.28°14'24"W., A DISTANCE OF 117.80 FEET; THENCE S.00°46'41"W., A DISTANCE OF 485.12 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 63.71 ACRES, MORE OF LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING N.89°13'19"W.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

℄ = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF LAKE COUNTY
C.B. = CHORD BEARING
—|— = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/29/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

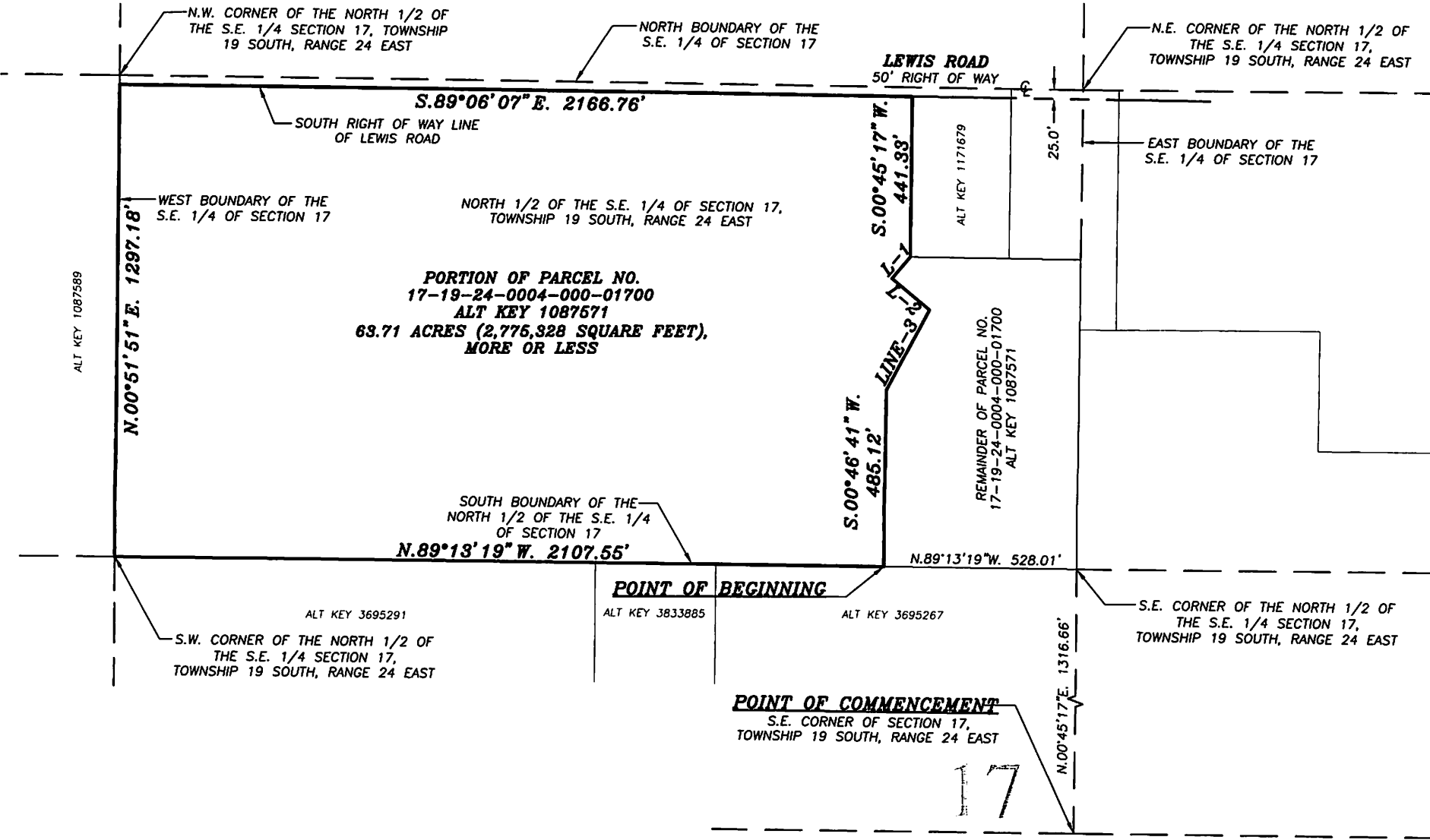
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK EXP
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 400'		COPYRIGHT © APRIL, 2023

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.



SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST

LINE TABLE	
LINE	BEARING & DISTANCE
L-1	S.40°46'55"W. 77.63'
L-2	S.49°56'59"E. 134.15'
LINE-3	S.28°14'24"W. 117.80'

NOTE ~ THIS IS NOT A SURVEY!

SHEET 2 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 1 OF 2

FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

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SCALE: 1" = 400'		COPYRIGHT © APRIL, 2023

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SAID SECTION 20, THENCE ALONG THE EAST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, S.00°44'07"W., A DISTANCE OF 1329.94 FEET TO THE S.E. CORNER OF N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING THE EAST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 1321.28 FEET TO THE S.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, SAID POINT ALSO BEING THE S.E. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, N.89°20'54"W., A DISTANCE OF 1321.36 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE DEPARTING THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, N.00°53'26"E., A DISTANCE OF 839.57 FEET; THENCE DEPARTING THE WEST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, S.89°06'34"E., A DISTANCE OF 585.15 FEET; THENCE S.16°51'51"E., A DISTANCE OF 141.97 FEET; THENCE S.70°00'31"E., A DISTANCE OF 81.87 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 32°24'48" AND A CHORD BEARING AND DISTANCE OF N.36°11'53"E., 55.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.57 FEET TO THE END OF SAID CURVE; THENCE N.52°24'17"E., A DISTANCE OF 438.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 38°25'50" AND A CHORD BEARING AND DISTANCE OF N.71°37'12"E., 65.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.07 FEET TO THE END OF SAID CURVE; THENCE S.89°09'53"E., A DISTANCE OF 176.59 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, SAID POINT ALSO BEING ON THE WEST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20; THENCE ALONG SAID EAST BOUNDARY OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE WEST BOUNDARY OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 20, S.00°48'53"W., A DISTANCE OF 1012.38 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 26.07 ACRES MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S.89°20'30"E.
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- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

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SHEET 1 OF 2
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LEGEND UNLESS OTHERWISE NOTED

- ℄ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- √- = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/14/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

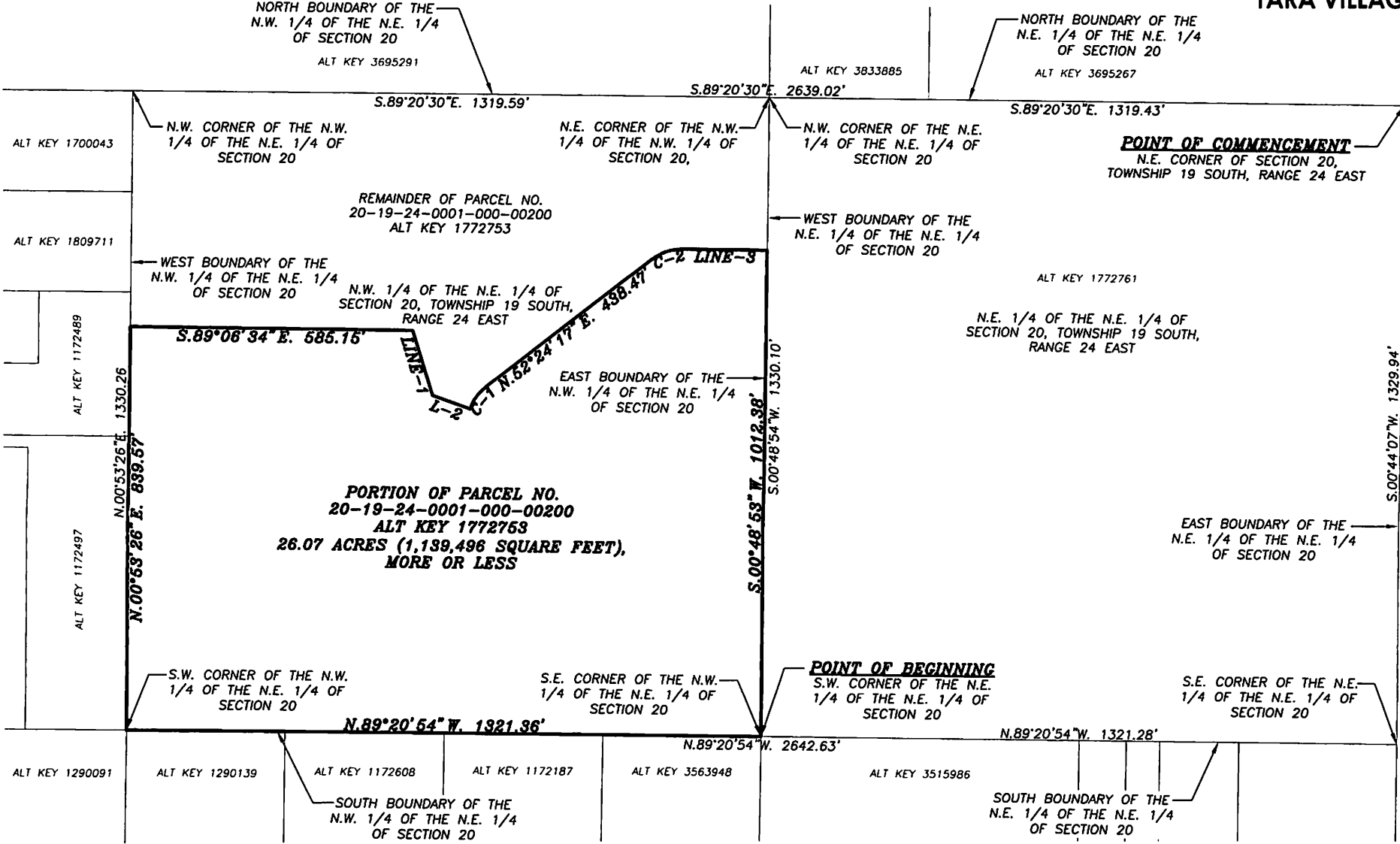
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REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK SCPA
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 300'		COPYRIGHT © APRIL, 2023

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.



LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	S.16°51'51"E. 141.97'
L-2	S.70°00'31"E. 81.87'
LINE-3	S.89°09'53"E. 176.59'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
C-1	32°24'48"	100.00'	56.57'	55.82'	N.36°11'53"E.
C-2	38°25'50"	100.00'	67.06'	65.82'	N.71°37'12"E.

***NOTE* ~ THIS IS NOT A SURVEY!**
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION



SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK SCPA
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 300'		
COPYRIGHT © APRIL, 2023		

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REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5081
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tara Oaks Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and City Commission Ordinance No. 21-17 ("**Ordinance**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 194.15 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, and remove certain lands ("**Contraction Parcel**"), as described in the attached **Exhibit B**, resulting in an amended boundary ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

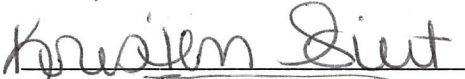
2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with the City of Leesburg, Florida, as necessary to seek the amendment of the District's boundaries and to add those lands depicted in **Exhibit A** and remove those lands depicted in **Exhibit B**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Leesburg, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** and **Exhibit B**, in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** and **Exhibit B** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 13th day of March, 2023.

ATTEST:


Secretary/Assistant Secretary

**TARA OAKS COMMUNITY DEVELOPMENT
DISTRICT**

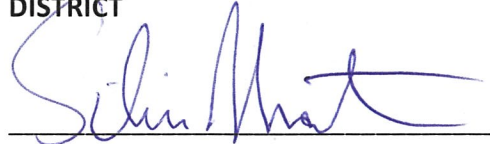

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of Expansion Parcel
Exhibit B: Legal Description of Contraction Parcel

Exhibit A:
Legal Description of Expansion Parcel

.

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID SECTION 17, THENCE ALONG THE EAST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°45'17"E., A DISTANCE OF 1316.66 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING THE EAST BOUNDARY OF SAID S.E. 1/4 OF SECTION 17, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17, N.89°13'19"W., A DISTANCE OF 528.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°13'19"W., A DISTANCE OF 2107.57 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.00°51'51"E., A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°06'07"E., A DISTANCE OF 2166.76 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.00°45'17"W., A DISTANCE OF 441.33 FEET; THENCE S.40°46'55"W., A DISTANCE OF 77.63 FEET; THENCE S.49°56'59"E., A DISTANCE OF 134.15 FEET; THENCE S.28°14'24"W., A DISTANCE OF 117.80 FEET; THENCE S.00°46'41"W., A DISTANCE OF 485.12 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 63.71 ACRES, MORE OF LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
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4/29/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

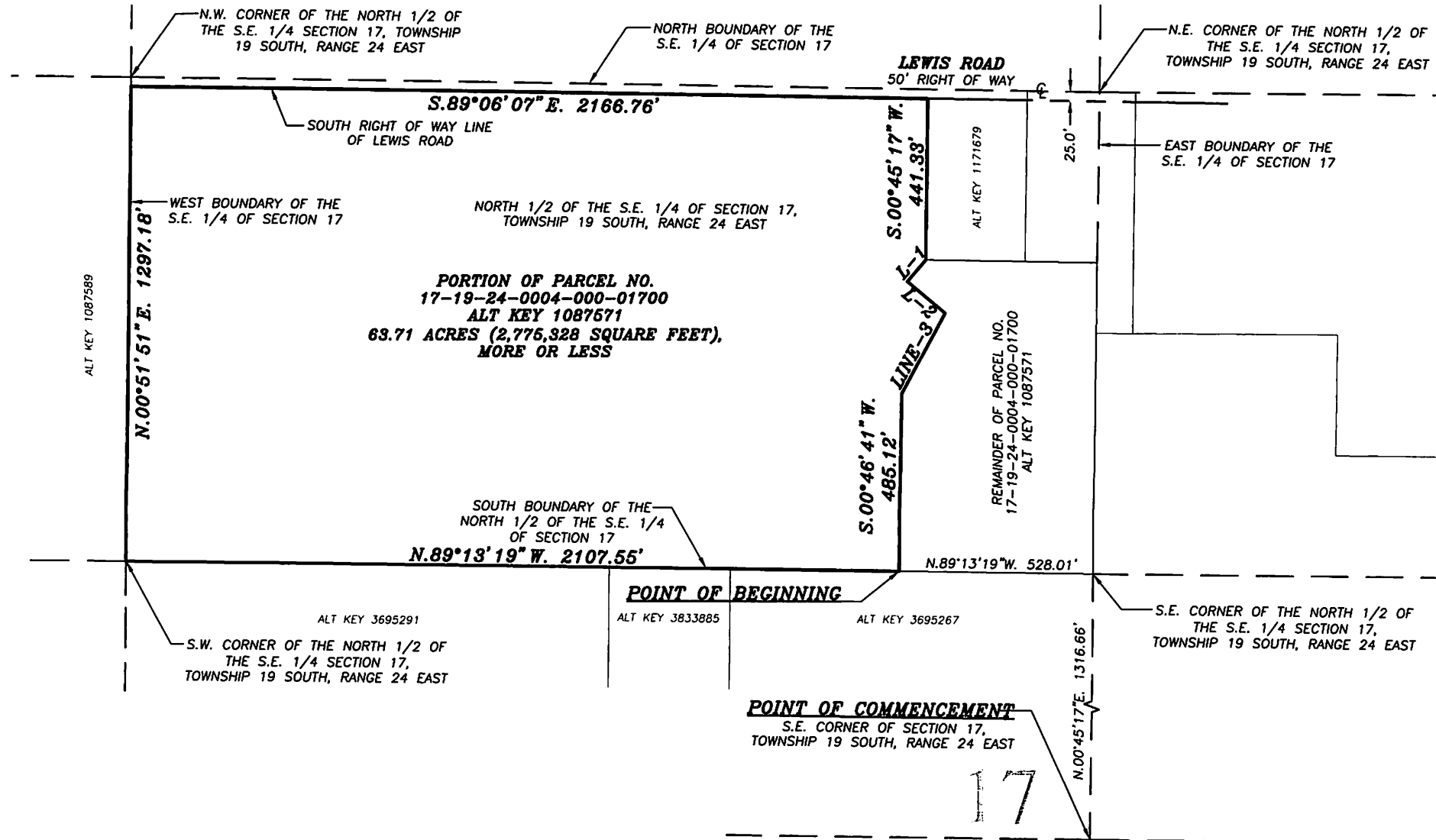
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 REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5097
 TRAVIS P. BARRINEAU, P.S.M. - LS 6697

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- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- √- = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/14/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

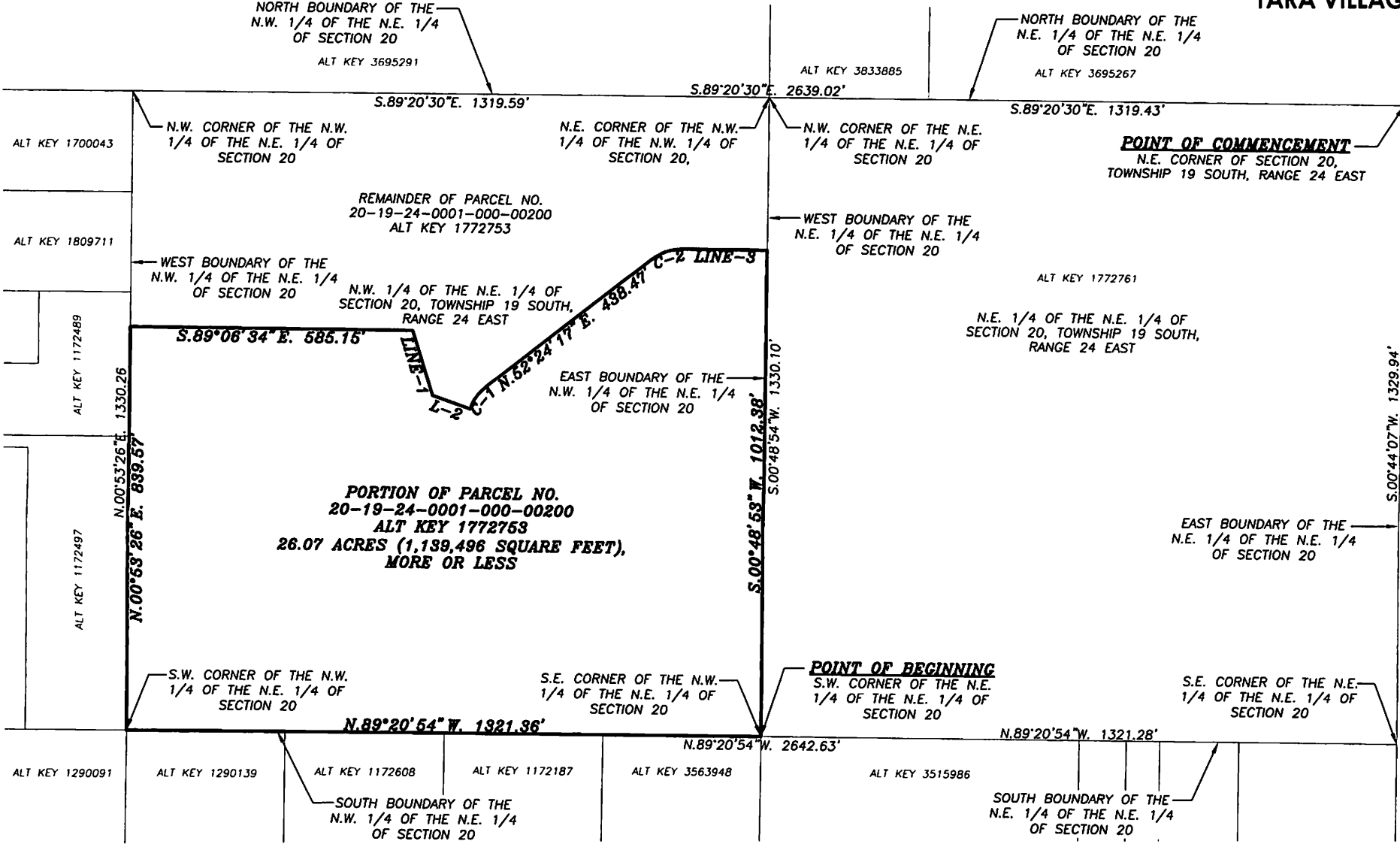
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK SCPA
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 300'		COPYRIGHT © APRIL, 2023

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.



LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	S.16°51'51"E. 141.97'
L-2	S.70°00'31"E. 81.87'
LINE-3	S.89°09'53"E. 176.59'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
C-1	32°24'48"	100.00'	56.57'	55.82'	N.36°11'53"E.
C-2	38°25'50"	100.00'	67.06'	65.82'	N.71°37'12"E.

***NOTE* ~ THIS IS NOT A SURVEY!**
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION



SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK SCPA
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 300'		
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REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5081
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

Exhibit B:
Legal Description of Contraction Parcel

SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

DESCRIPTION:

PORTIONS OF THE S.W. 1/4 OF THE S.E. 1/4, THE S.E. 1/4 OF THE S.W. 1/4 AND THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID SECTION 17, THENCE ALONG THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, N.89°20'30"W., A DISTANCE OF 1319.43 FEET TO THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°20'30"W., A DISTANCE OF 1319.59 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 17, ALONG THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17, N.89°16'40"W., A DISTANCE OF 1301.29 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID EAST RIGHT OF WAY LINE, N.00°50'17"E., A DISTANCE OF 851.17 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE S.89°11'24"E., A DISTANCE OF 795.00 FEET; THENCE N.00°50'17"E., A DISTANCE OF 473.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE ALONG SAID SOUTH BOUNDARY, N.89°11'24"W., A DISTANCE OF 779.95 FEET TO A POINT ON THE PROPOSED EAST RIGHT OF WAY LINE OF AFOREMENTIONED LEWIS ROAD; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID PROPOSED EAST RIGHT OF WAY LINE, N.00°50'14"E., A DISTANCE OF 973.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 90°03'39" AND A CHORD BEARING AND DISTANCE OF N.45°52'04"E., 438.64 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED EAST RIGHT OF WAY LINE, A DISTANCE OF 487.28 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID LEWIS ROAD; THENCE DEPARTING THE PROPOSED EAST RIGHT OF WAY LINE OF SAID LEWIS ROAD, ALONG THE PROPOSED SOUTH RIGHT OF LINE OF SAID LEWIS ROAD, S.89°06'07"E., A DISTANCE OF 979.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID PROPOSED SOUTH RIGHT OF WAY LINE, ALONG SAID EAST BOUNDARY, S.00°54'40"W., A DISTANCE OF 1621.75 FEET TO THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE CONTINUE ALONG THE EAST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 17, S.00°54'44"W., A DISTANCE OF 697.61 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.89°21'29"E., A DISTANCE OF 198.30 FEET; THENCE N.14°48'59"W., A DISTANCE OF 106.18 FEET; THENCE N.02°50'55"E., A DISTANCE OF 117.80 FEET; THENCE N.33°46'27"E., A DISTANCE OF 145.42 FEET; THENCE N.61°36'52"E., A DISTANCE OF 143.29 FEET; THENCE N.84°49'11"E., A DISTANCE OF 148.86 FEET; THENCE N.63°57'39"E., A DISTANCE OF 125.92 FEET; THENCE N.45°46'02"E., A DISTANCE OF 84.32 FEET; THENCE N.00°47'01"E., A DISTANCE OF 95.38 FEET; THENCE S.89°12'59"E., A DISTANCE OF 343.11 FEET; THENCE S.00°50'07"W., A DISTANCE OF 828.05 FEET; THENCE S.89°09'53"E., A DISTANCE OF 55.00 FEET; THENCE S.00°50'07"W., A DISTANCE OF 23.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 70°28'12" AND A CHORD BEARING AND DISTANCE OF S.34°23'59"E., 23.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 04°46'55" AND A CHORD BEARING AND DISTANCE OF S.67°14'38"E., 35.88 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 15°56'43" AND A CHORD BEARING AND DISTANCE OF S.72°49'32"E., 102.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 98°21'59" AND A CHORD BEARING AND DISTANCE OF N.50°01'08"E., 30.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.34 FEET TO THE END OF SAID CURVE; THENCE S.89°11'04"E., A DISTANCE OF 55.50 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 17, THENCE ALONG SAID EAST BOUNDARY, S.00°48'56"W., A DISTANCE OF 29.05 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 85.37 ACRES, MORE OR LESS.

NOTES:

- 1. DATE OF SKETCH: APRIL 11, 2023.
- 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS ARE ASSUMED BASED ON THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING N.89°20'30"W.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND UNLESS OTHERWISE NOTED

- CL = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LAKE COUNTY
- C.B. = CHORD BEARING
- - - = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/24/2023

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

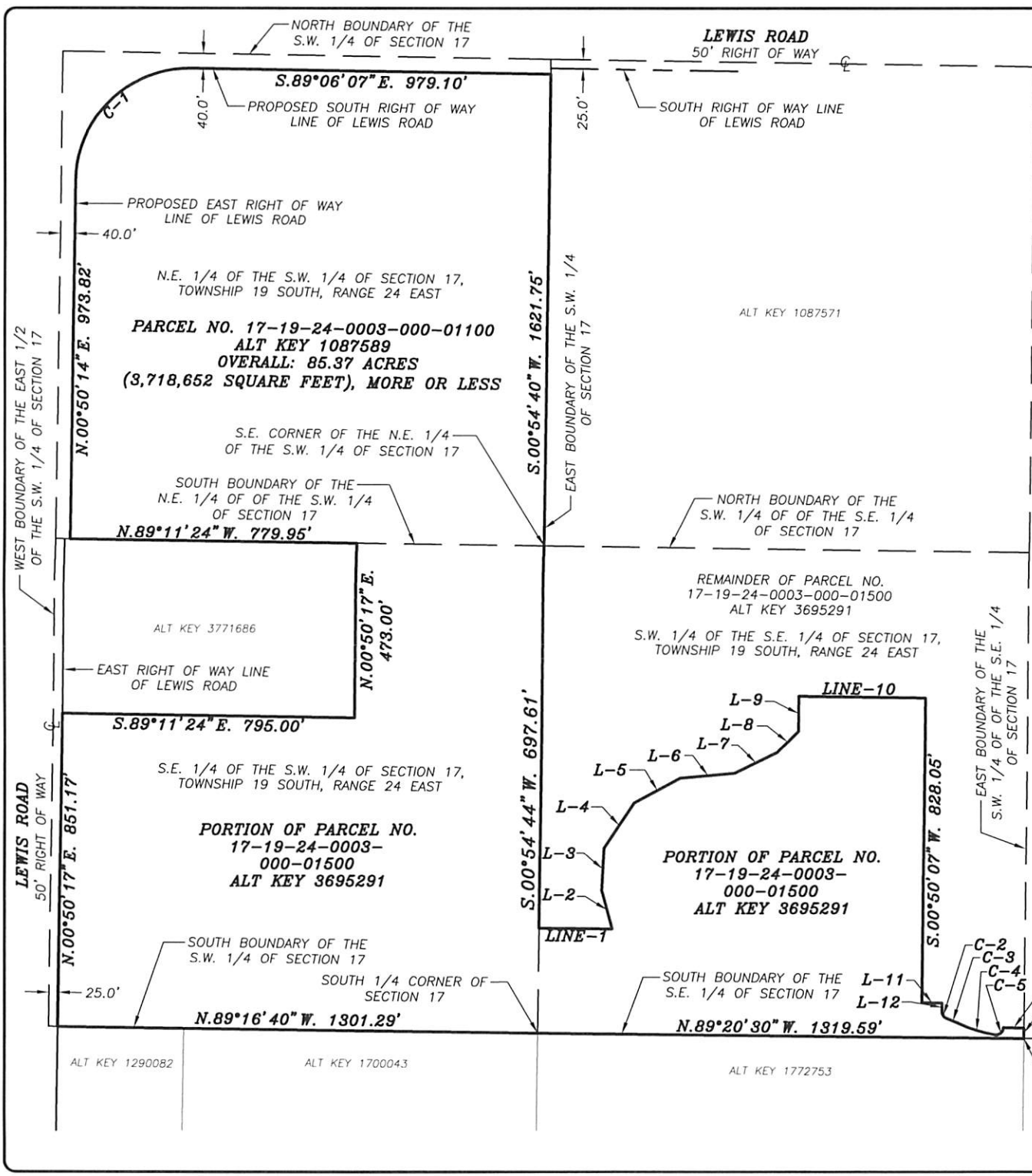
TRAVIS P. BARRINEAU, P.S.M. - LS 6897
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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



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PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmbarineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK CON
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 400'		COPYRIGHT © APRIL, 2023



SKETCH OF DESCRIPTION FOR:
TARA VILLAGE, INC.

LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	S.89°21'29"E. 198.30'
L-2	N.14°48'59"W. 106.18'
L-3	N.02°50'55"E. 117.80'
L-4	N.33°46'27"E. 145.42'
L-5	N.61°36'52"E. 143.29'
L-6	N.84°49'11"E. 148.86'
L-7	N.63°57'39"E. 125.92'
L-8	N.45°46'02"E. 84.32'
L-9	N.00°47'01"E. 95.38'
LINE-10	S.89°12'59"E. 343.11'
L-11	S.89°09'53"E. 55.00'
L-12	S.00°50'07"W. 23.05'
L-13	S.89°11'04"E. 55.50'
L-14	S.00°48'56"W. 29.05'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
C-1	90°03'39"	310.00'	487.28'	438.64'	N.45°52'04"E.
C-2	70°28'12"	20.00'	24.60'	23.08'	S.34°23'59"E.
C-3	04°46'55"	430.00'	35.89'	35.88'	S.67°14'38"E.
C-4	15°56'43"	370.00'	102.97'	102.64'	S.72°49'32"E.
C-5	98°21'59"	20.00'	34.34'	30.27'	N.50°01'08"E.

SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES &
SURVEYOR'S CERTIFICATION

NOTE ~ THIS IS NOT A SURVEY!



SECTION 17, TOWNSHIP 19 SOUTH, RANGE 24 EAST

DRAWN: S.W.M.

REVISED:

CHECKED: T.P.B.

APPROVED: T.P.B.

SCALE: 1" = 400'

J.O.# 21043

DWG.# 21043SK CON

SHEET 2 OF 2

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TRAVIS P. BARRINEAU, P.S.M. - LS 6897

EXHIBIT 7

J:\Ovi 3d Projects\1810028.107 CDD CONTRACTION\dwg\Plans\CDD EXHIBITS.dwg, EXHIBIT 5 FUTURE FLU, 6/2/2023 2:30:56 PM, ***VL***

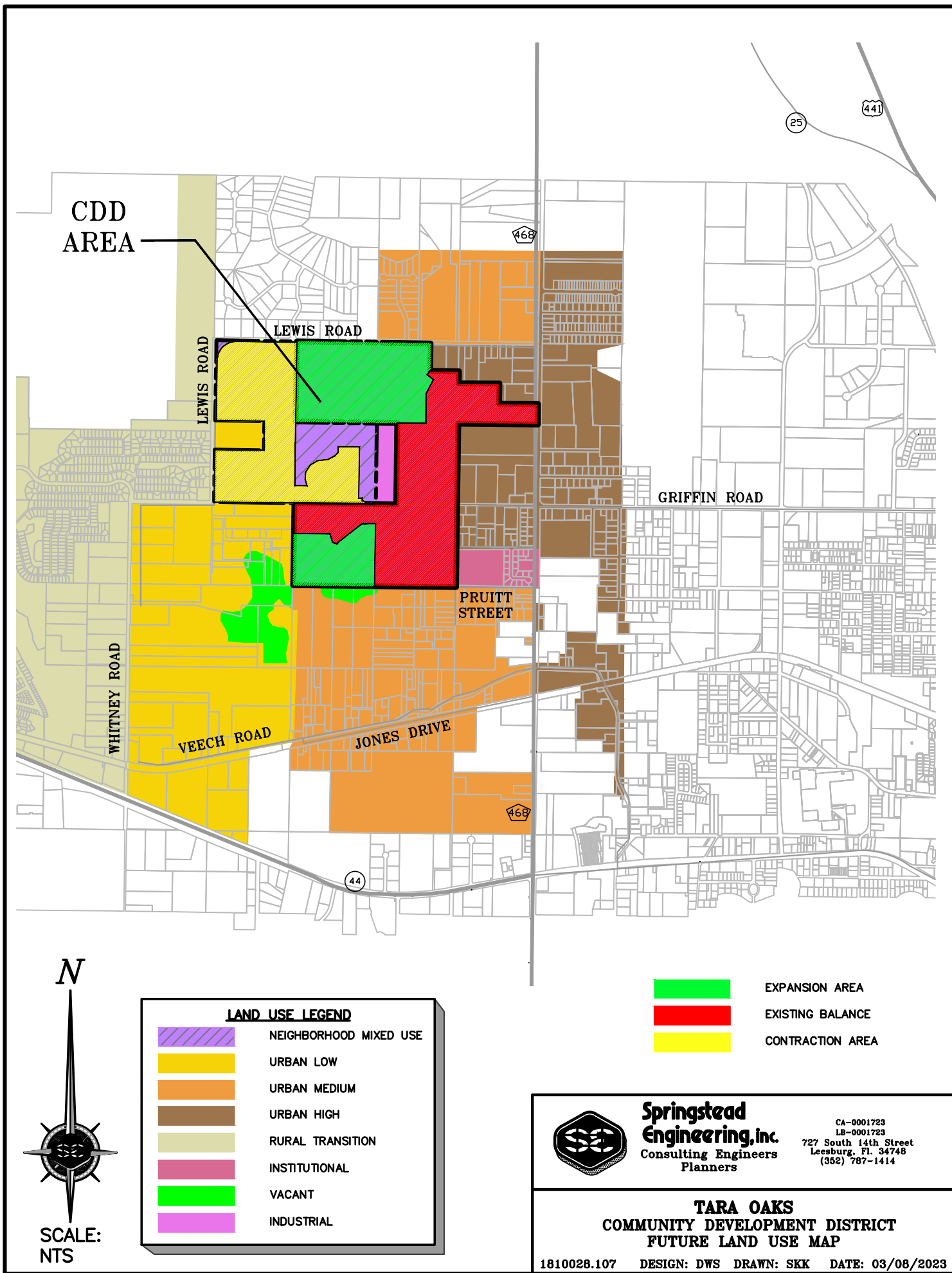


EXHIBIT 8

**TARA OAKS COMMUNITY DEVELOPMENT DISTRICT
PROPOSED FACILITIES & ESTIMATED COSTS**

Improvement	Estimated Cost	Financing Entity	Operations Entity
Stormwater/Drainage/Earthwork	\$ 6,614,379	CDD	CDD
Roads/Curbing	\$ 5,454,428	CDD	City of Leesburg
Water, Sewer & Wastewater Utilities	\$ 7,679,993	CDD	City of Leesburg
Hardscape, Landscape & Irrigation	\$ 377,017	CDD	CDD
Street Lights*	\$ 63,521	CDD	CDD
Undergrounding of Electric	\$ 1,384,000	CDD	City of Leesburg
Natural Gas Distribution	\$ 715,217	CDD	City of Leesburg
Professional Services	\$ 2,415,098	CDD	CDD
10% Contingency	\$ 2,012,582	CDD	CDD

Total: \$ 26,716,235

* The CDD may alternatively elect to lease the lights, in which case the lights would be owned by the Leesburg Electric Department.

The Developer may alternatively elect to privately finance certain of the improvements above and have an HOA own and operate such improvements instead of the District.

EXHIBIT 9

Tara Oaks

COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

May 26, 2023



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 amend the boundaries of the Tara Oaks Community Development District ("District"). The District was established by Ordinance No. 21-17, passed by the Board of City Commissioners of the City of Leesburg, Florida on May 24, 2021. The current size of the District is approximately 194.15 +/- acres and the District is located entirely within the City of Leesburg, Florida (the "City"). The petition to amend the boundaries of the District seeks to add approximately 89.78 +/- acres to and remove approximately 85.37 +/- acres located in the City to the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 198.88 +/- acres. The limitations on the scope of this SERC are explicitly set out 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 Tara Oaks Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development.

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 Tara Oaks.

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 the 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 amending the boundaries of 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 on the Amended Area will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. 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 sole reason for the amending of the District's boundaries is to provide public facilities and services to support the development of a new, master planned residential development. The development of the larger, approximately 198.88 +/- acres, parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree likely similar to that of a smaller, pre-amendment, approximately 194.15 +/- acre, parcel contained within the existing District boundaries.

Amending the boundaries of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and smaller District, various public facilities and services for a larger-sized development. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended 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 amended and larger District. The private developer of the land in the amended and larger District will use its private funds to conduct the private land development and construction of residential dwelling units 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 without amending the District's boundaries by the private sector alone, the fact that the amendment of the District's boundaries is initiated by the private developer means that the private developer considers the amendment of the District's boundaries

and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and larger 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 amending of the boundaries 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 amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and larger 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 amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a larger District. The amended and larger 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 amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

The amending of the District's boundaries will, however, directly increase regulatory costs to the landowners within the Amendment Area. 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 Amendment Area. However, as property ownership in the District is completely voluntary, all current property owners within the Amendment Area must consent to the amendment of the District's boundaries and the likelihood of additional transaction costs, 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. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed \$5,000,000.

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 proposed amended District will serve land that comprises an approximately 198.88 +/- acre master planned residential development. The City and certain state agencies will not 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.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries 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 amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and enlarged District.

City of Leesburg, Florida

The existing District as well as the Amendment Area are both located within the City of Leesburg, Florida. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, the City approved ordinance establishing the District in 2021 and that petition possessed much information about the District and City staff should be generally familiar with the District. Second, review of the petition to amend the boundaries of the District does not include analysis of the project itself. Third, the petition itself provides much of the information needed for a staff review. Fourth, the City already possesses the staff needed to conduct the review without the need for new staff. Fifth, there is no capital required to review the petition. Sixth, 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 amend the boundaries of a community development district.

Further, there will be no increase in the very small annual costs to City, because of the amendment of the District's boundaries. The District is an independent unit of local government. The only annual costs the City faces, which will not change with the amendment of the District's boundaries, 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 maintains 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 \$26,716,235. 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

**TARA OAKS COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater/Drainage/Earthwork	CDD	CDD	CDD
Roads/Curbing	CDD	City of Leesburg	City of Leesburg
Water, Sewer & Wastewater Utilities	CDD	City of Leesburg	City of Leesburg
Hardscape, Landscape & Irrigation	CDD	CDD	CDD
Street Lights*	CDD	CDD	CDD
Undergrounding of Electric	CDD	City of Leesburg	City of Leesburg
Natural Gas Distribution	CDD	City of Leesburg	City of Leesburg

*The CDD may alternatively elect to lease the lights, in which case the lights would be owned by the Leesburg Electric Department.

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.

Table 2

**TARA OAKS COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Stormwater/Drainage/Earthwork	\$6,614,379
Roads/Curbing	\$5,454,428
Water, Sewer & Wastewater Utilities	\$7,679,993
Hardscape, Landscape & Irrigation	\$377,017
Street Lights*	\$63,521
Undergrounding of Electric	\$1,384,000
Natural Gas Distribution	\$715,217
Professional Services	\$2,415,098
10% Contingency	\$2,012,582
Total	\$26,716,235

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 Tara Oaks Community Development District with amended boundaries 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 Special District for the Amendment Area.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Tara Oaks. First, an existing District that was established specifically to serve as the Tara Oaks development. It would be inefficient to have the existing Tara Oaks development provided with improvements and services by a dependent Special District.

Second, 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 Tara Oaks development is a significant and expensive undertaking.

Third, 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 for the Amendment Area, then the some of the residents and landowners of the Tara Oaks development would take their grievances and desires to the City Commission meetings, and some others to the CDD Board, leading to confusion as to the which party is responsible for what area.

Fourth, 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 for that portion of the Tara Oaks development that would not be within the CDD. 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 markets. 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. Finally, it would be inefficient to have the Tara Oaks development to change from getting the improvements and services by a CDD to a POA.

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 amend the boundaries of the Tara Oaks Community Development District.

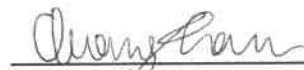
EXHIBIT 10

AUTHORIZATION OF AGENT

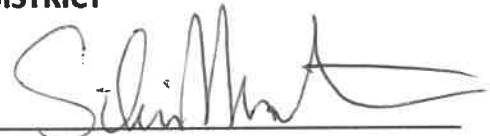
This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, Tara Oaks Community Development District, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Amend the Boundaries of the Tara Oaks 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.

WITNESSES:


Name: Travis Hansen


Name: Quang Pham

TARA OAKS COMMUNITY DEVELOPMENT DISTRICT


By: SILVIA MOUKHTARA NEME
Chairman, Board of Supervisors

Date: MARCH 23, 2023

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2023, by Silvia Moukhtara Neme Chairman of Tara Oaks CBD, who appeared before me this day in person, and who is either personally known to me, or produced Driver's license as identification.



Lokita Chaudhri
Notary Public
State of Florida
Comm# HH037833
Expires 8/31/2024


NOTARY PUBLIC, STATE OF FLORIDA

Name: Lokita Chaudhri
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

NOTICE OF PUBLIC HEARING
By the City Commission for the City of Leesburg, Florida
to Consider a Petition to Amend the Boundaries of the
Tara Oaks Community Development District

DATE: **October 23, 2023 (First Reading)**
 November 13, 2023 (Second Reading/Public Hearing)

TIME: **5:30 P.M.**

LOCATION: **City Hall, Third Floor Commission Chambers**
 501 West Meadow Street
 Leesburg, Florida 34748

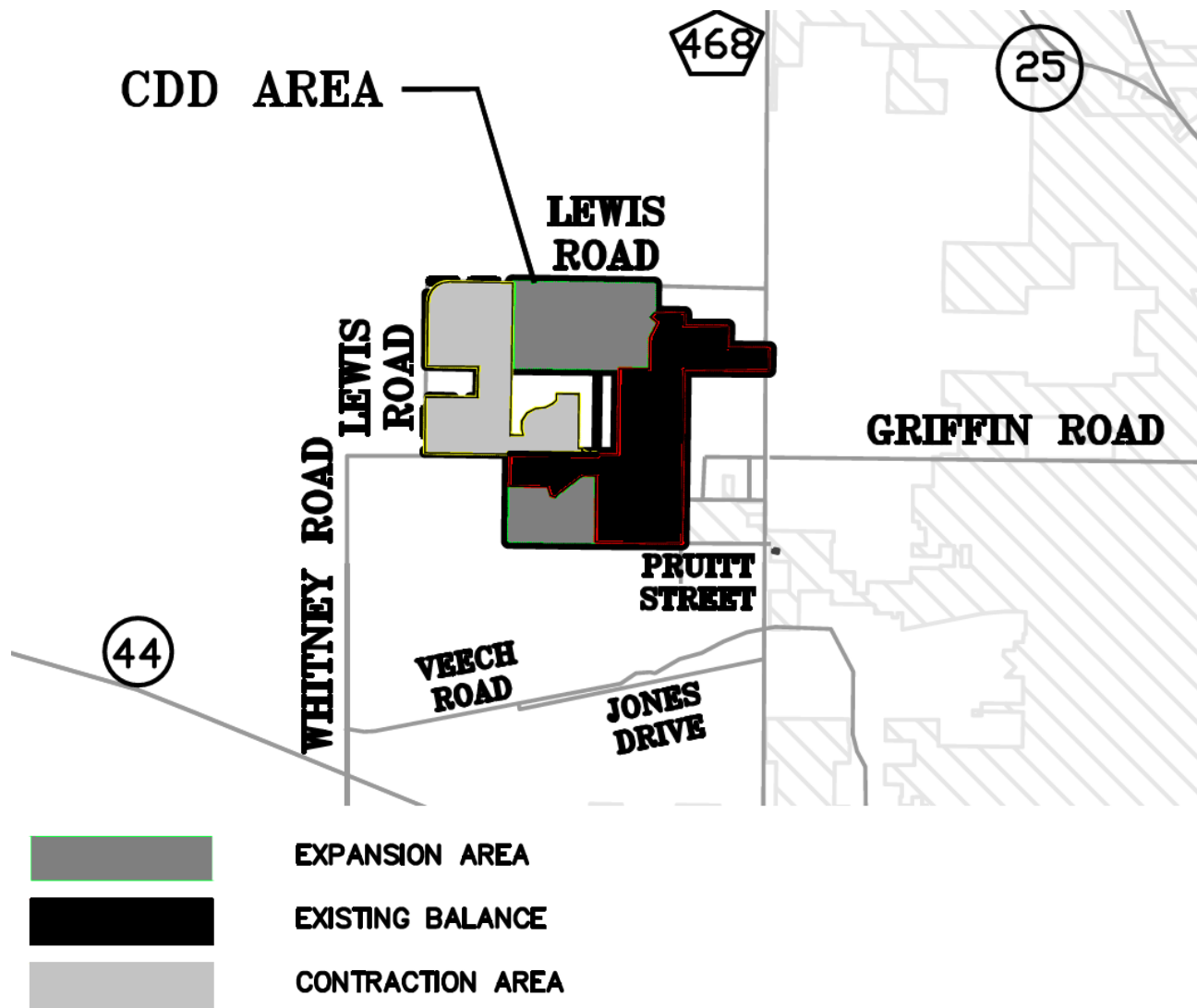
In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission for the City of Leesburg, Florida, to consider an ordinance to adopt an amendment to Ordinance No. 21-17 and amend the boundaries of the Tara Oaks Community Development District ("District").

The District is comprised of 194.15 acres, more or less, generally located south and east of Lewis Road, west of US 441 and north of Pruitt Street, entirely within the City of Leesburg, Florida. The District has submitted a petition to amend the boundary of the District by removing 85.37 acres, more or less, and adding 89.87 acres, more or less, for an amended total of approximately 198.88 acres, more or less.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, 501 West Meadow Street, Leesburg, Florida 34748, during regular business hours. For more information, call (352)728-9786.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the ADA Coordinator, at (352)728-9786, ext. 1210, or at City Hall, 501 West Meadow Street, Leesburg, Florida 34748.



PUBLISH: October 30, 2023

PUBLICATION REQUIREMENT UNDER S. 190.046(1)(b), F.S.: "A public hearing shall be held in the same manner and with the same public notice as other ordinance amendments."

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: November 27, 2023

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 135 +/- acres from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development for a property generally located south of Florida Turnpike and east of County Road 33, lying in Sections 27 and 34, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Tierra Vista PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 135 +/- acres, and is generally located south of Florida Turnpike and east of County Road 33 as shown on the attached maps. At this time, the property is undeveloped pasture. The proposal will allow for the development of the property with 371 single-family residential units, with 276 lots at 50' x 120' and 95 lots at 60' x 120'. The existing land uses surrounding the property are residential, agriculture, and vacant residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 135 +/- ACRES FROM CITY OF LEESBURG RE-1 (ESTATE DENSITY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF FLORIDA TURNPIKE AND EAST OF COUNTY ROAD 33, LYING IN SECTIONS 27 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TIERRA VISTA PUD)

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

Section 1.

Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) for Aguia Marina, LLC, 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 RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Tierra Vista – East of CR 33 and south of FL Turnpike
PUD-23-456
AK#: 1035422, 1296633
Legal Description Provided by Applicant
Friday, September 29, 2023

Legal Description

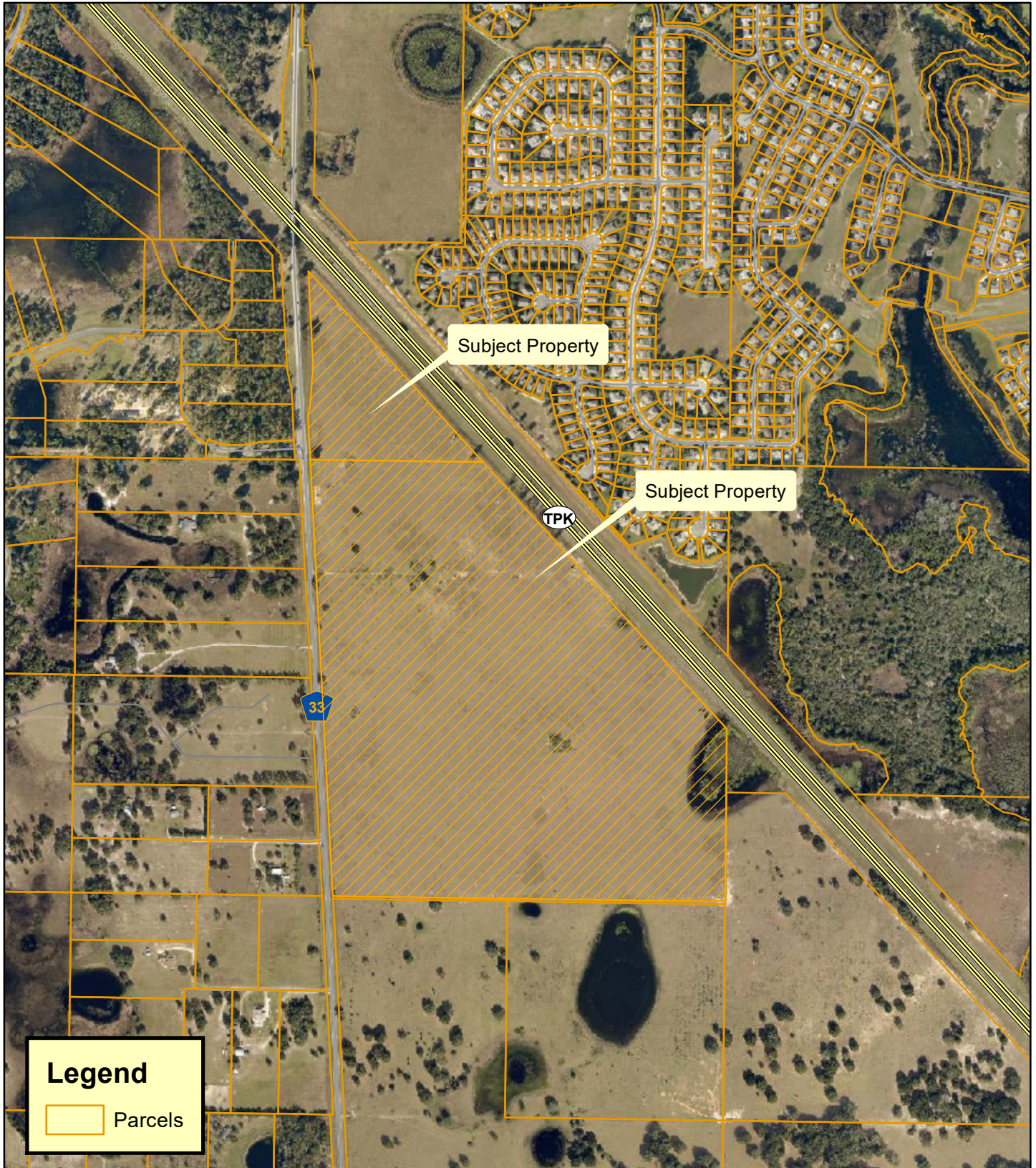
Parcel 1 (Alt Key No. 1035422):

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

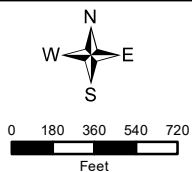
Parcel 2 (Alt Key No. 1296633):

The Northeast $\frac{1}{4}$ of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Aerial



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

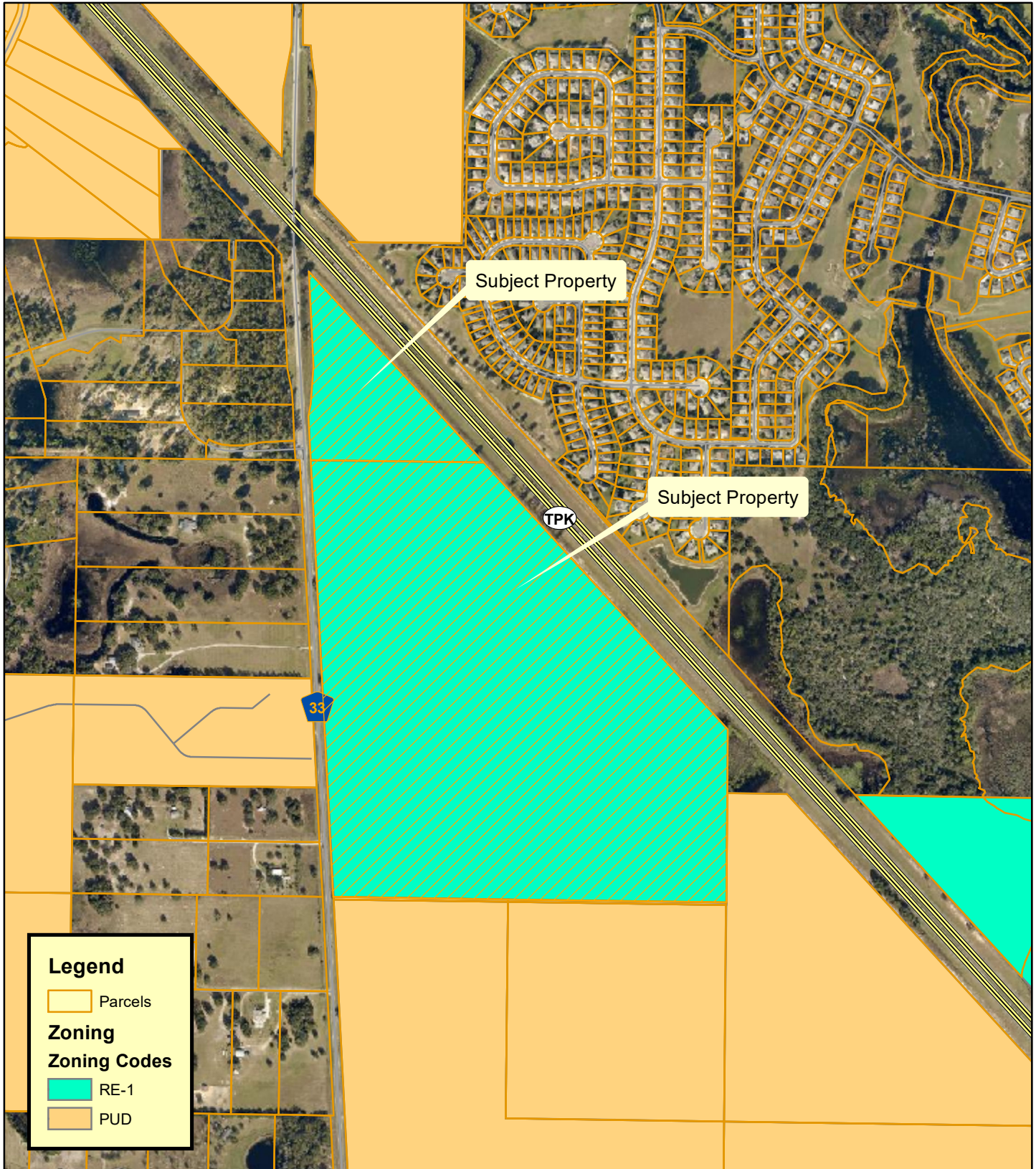
CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

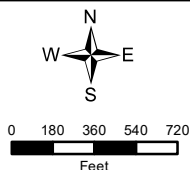
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

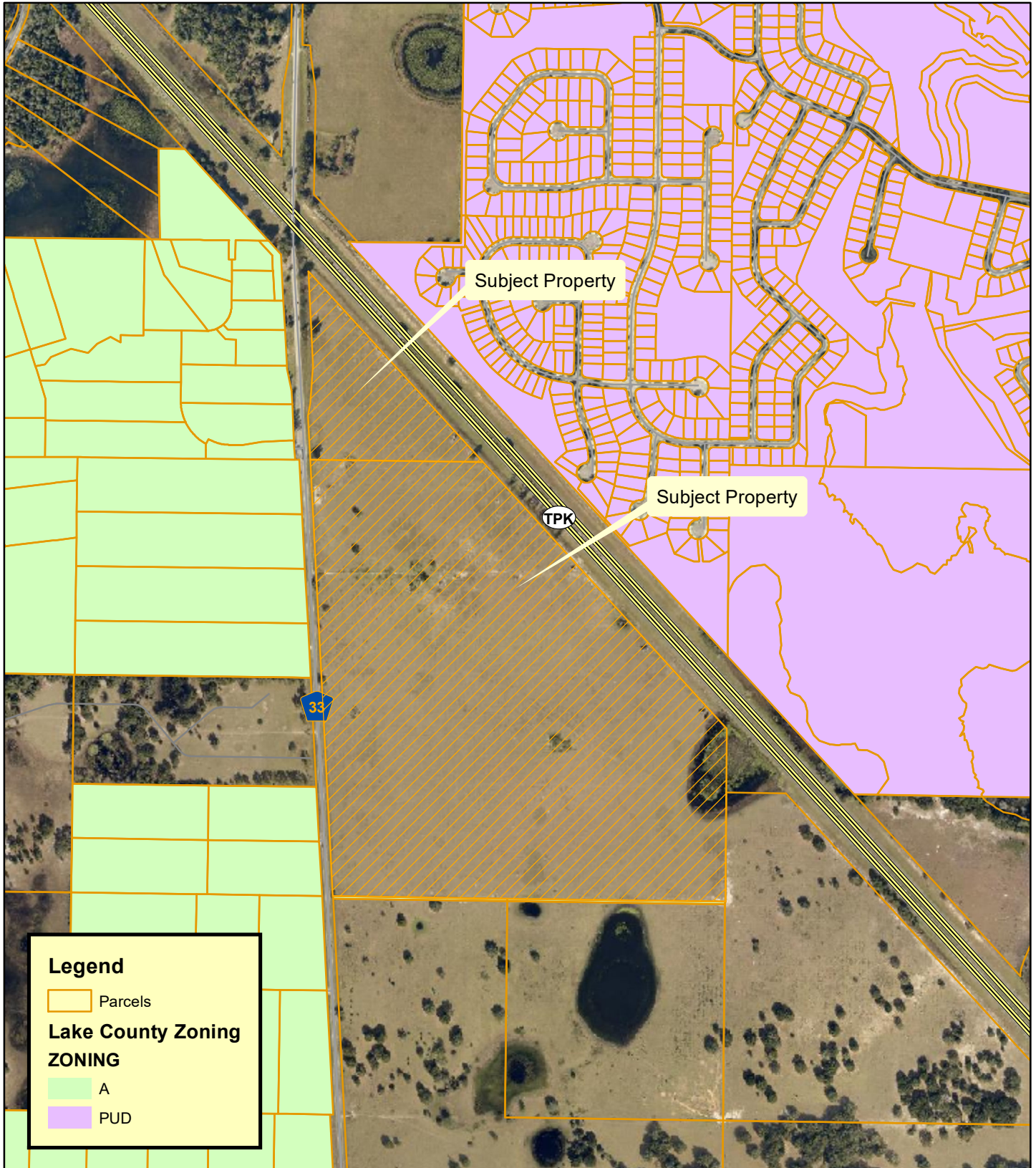
CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

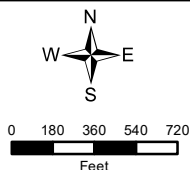
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Lake County Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

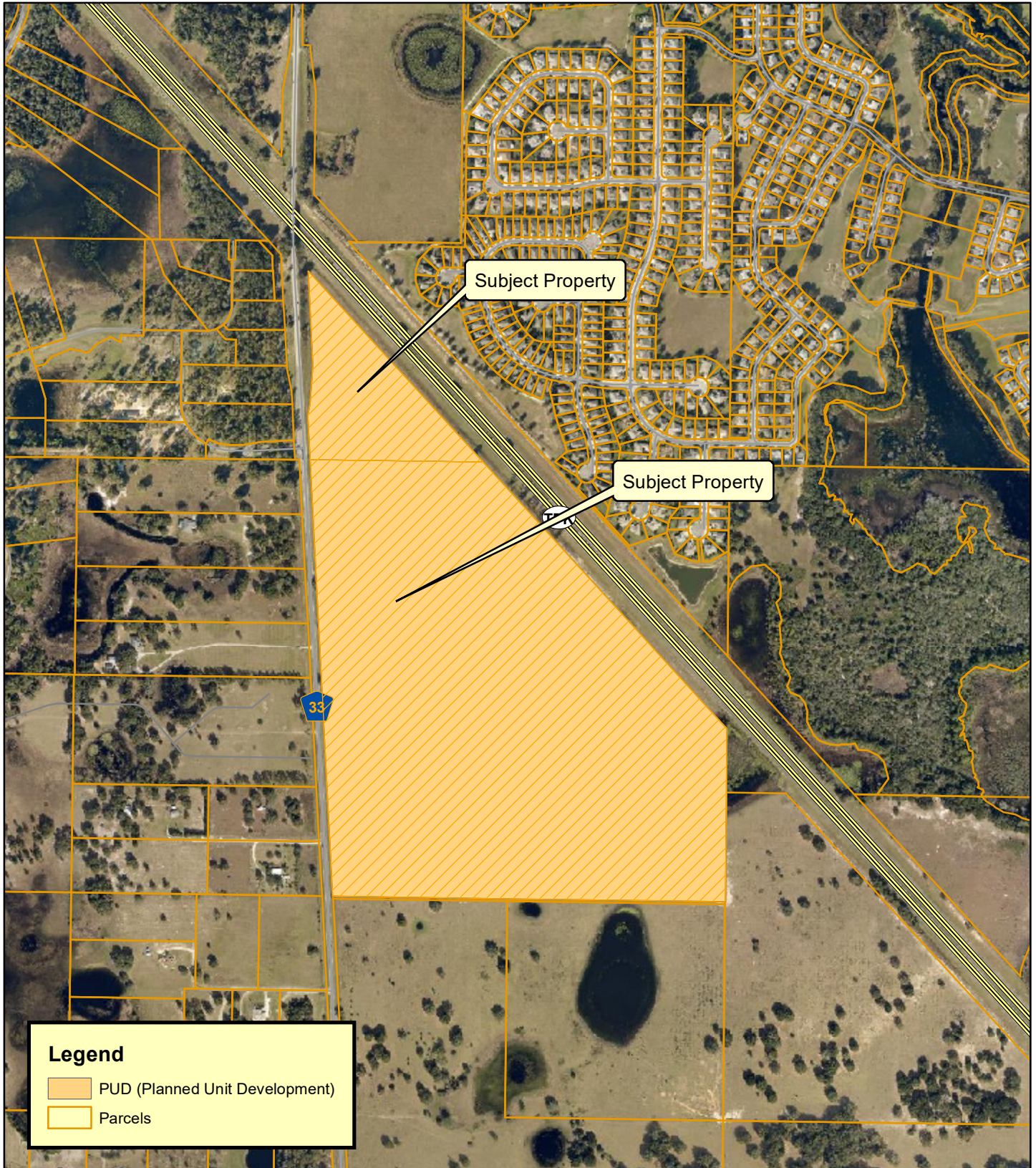
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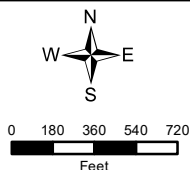
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Proposed Zoning



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

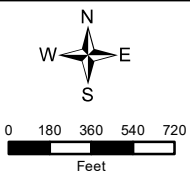
Sections 27 and 34, Township 20 South, Range 24 E

September 21, 2023

Future Land Use

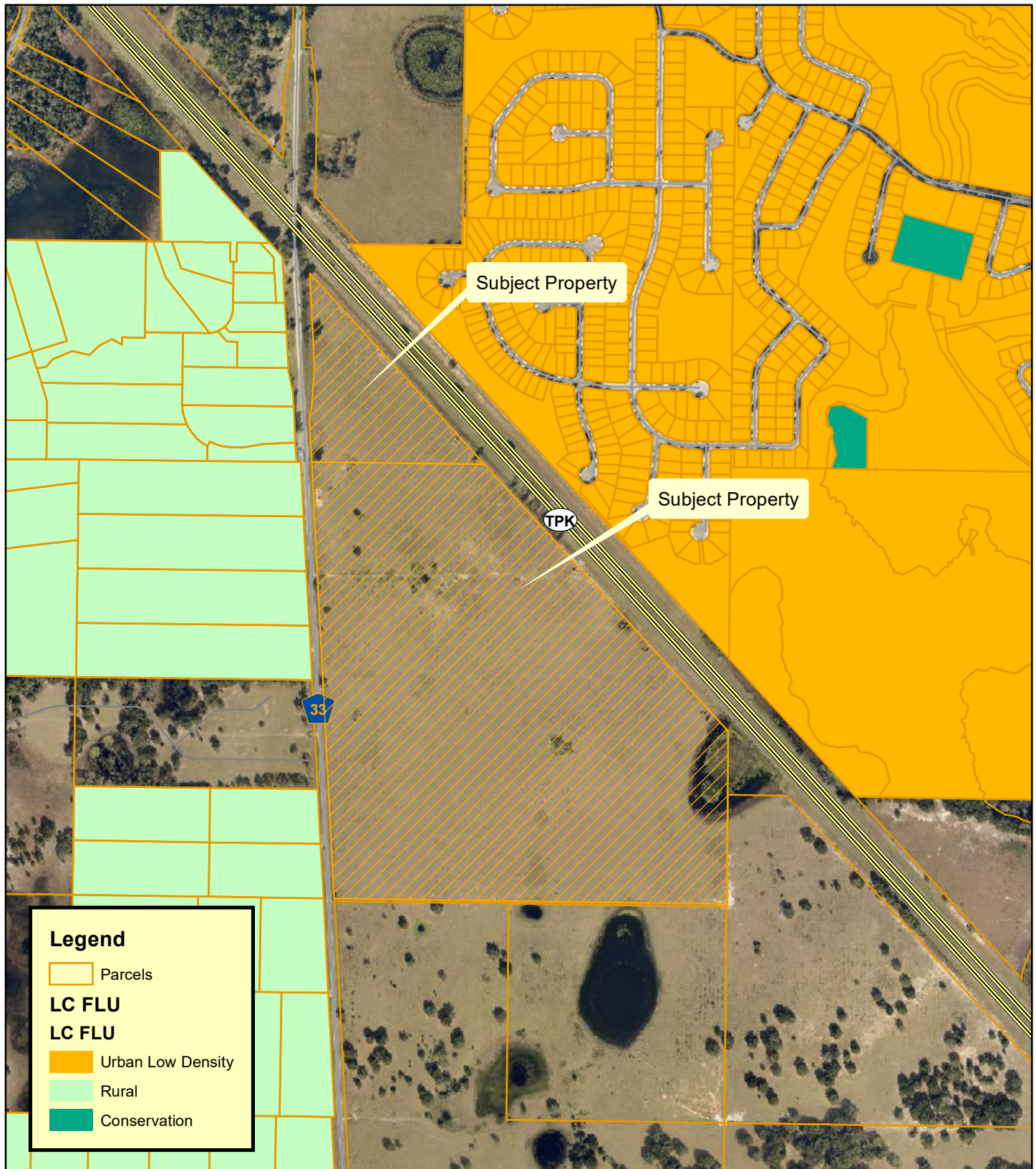


Planning & Zoning Division

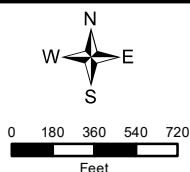


PUD-23-456
Tierra Vista
CR 33 and 24918 CR 33, Leesburg, FL 34748
AK #s: 1035422, 1296633
Sections 27 and 34, Township 20 South, Range 24 E
September 20, 2023

Lake County Future Land Use



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

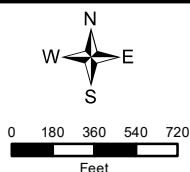
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Surrounding Land Uses



**Planning
& Zoning
Division**

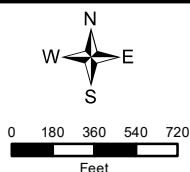


PUD-23-456
 Tierra Vista
 CR 33 and 24918 CR 33, Leesburg, FL 34748
 AK #s: 1035422, 1296633
 Sections 27 and 34, Township 20 South, Range 24 E
 September 21, 2023

Flood Zone

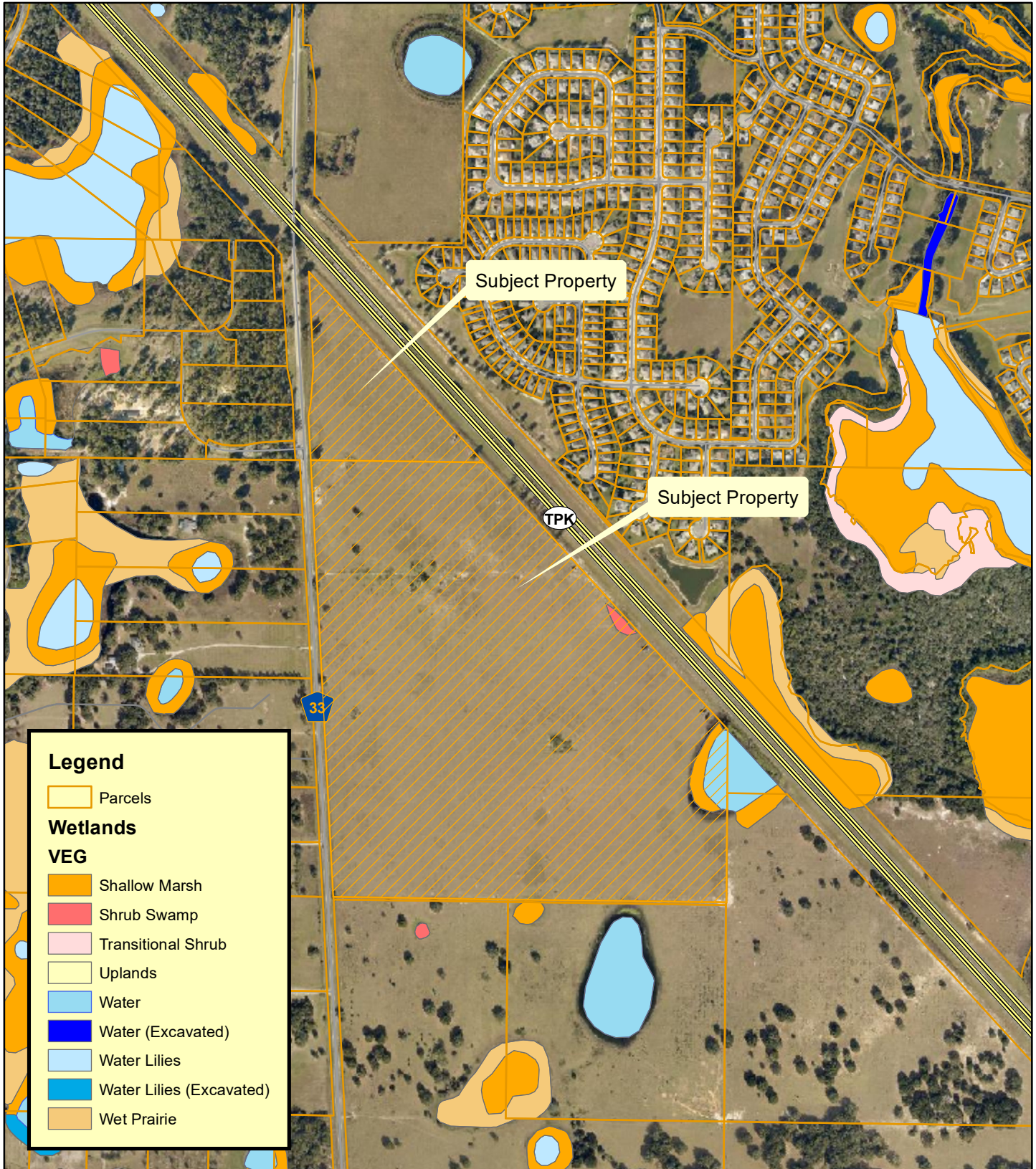


**Planning
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Division**

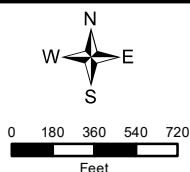


PUD-23-456
 Tierra Vista
 CR 33 and 24918 CR 33, Leesburg, FL 34748
 AK #s: 1035422, 1296633
 Sections 27 and 34, Township 20 South, Range 24 E
 September 20, 2023

Wetlands



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

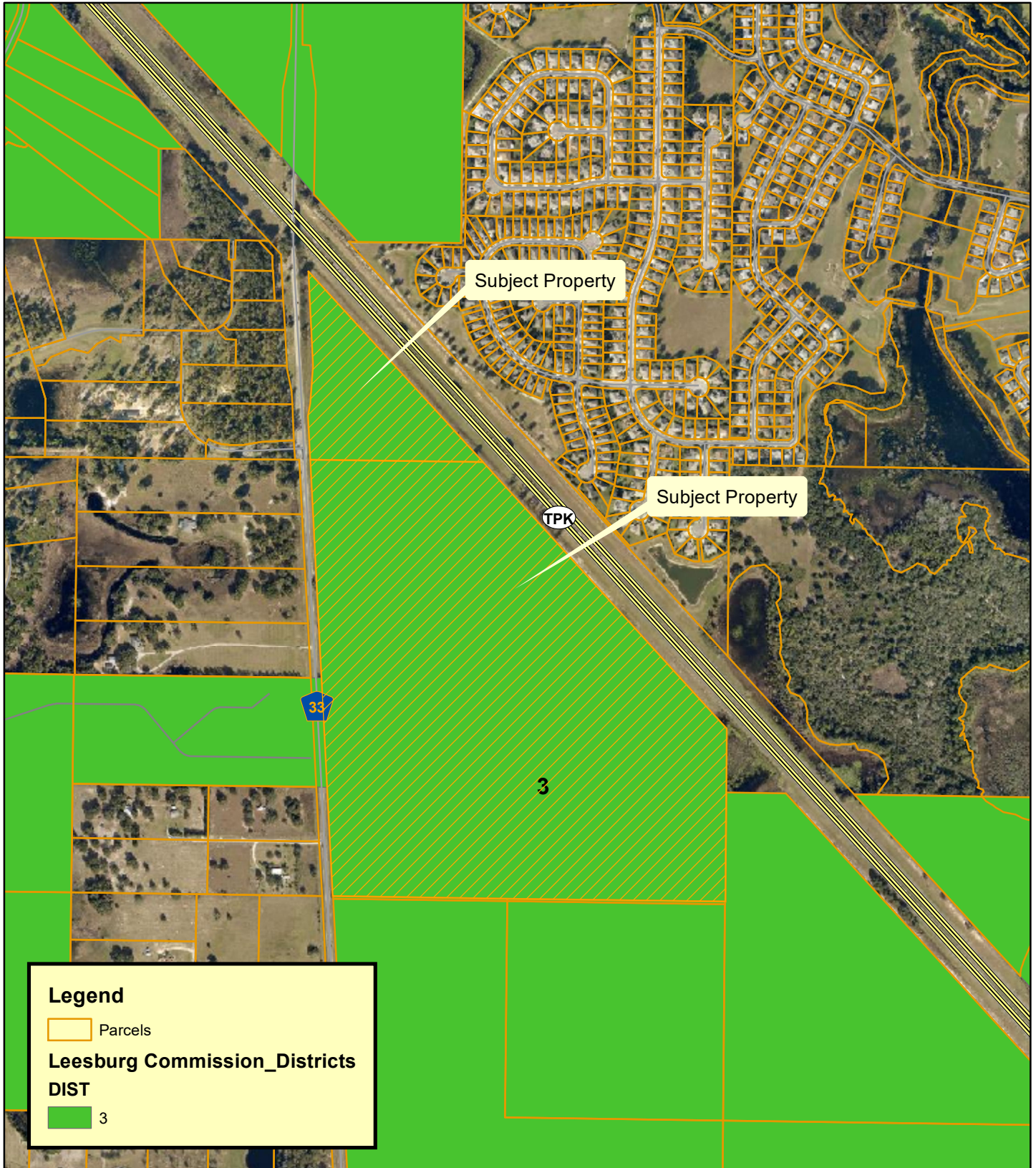
CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

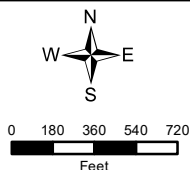
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Commission District



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

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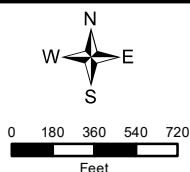
Sections 27 and 34, Township 20 South, Range 24 E

September 20, 2023

Surrounding Property Owners



**Planning
& Zoning
Division**



PUD-23-456

Tierra Vista

CR 33 and 24918 CR 33, Leesburg, FL 34748

AK #s: 1035422, 1296633

Sections 27 and 34, Township 20 South, Range 24 E

September 21, 2023

OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
DONALD BRUCE SMITH TRUST	24735 COUNTY ROAD 33	GROVELAND	FL	34736
SANKEY NEVILLE G & JACQUELINE LIFE ESTATE	3442 ASHWOOD ST	GROVELAND	FL	34736
TLC WHITEMARSH LLC	605 COMMONWEALTH AVE	ORLANDO	FL	32803
TLC BANNING RANCH LLC	605 COMMONWEALTH AVE	ORLANDO	FL	32803
LEESBURG 33 ASSOCIATES LLC	7978 COOPER CREEK BLVD STE 100	UNIVERSITY PARK	FL	34201
VICKERY MICHA C LIFE ESTATE	9539 WELDON CIR APT 315	TAMARAC	FL	33321
COLEMAN ALLAN & YONG H	8 HIGHVIEW CT	MASCOTTE	FL	34753
HERNANDEZ HERNANDEZ JOSE L & CHARITY J	24911 COUNTY ROAD 33	OKAHUMPKA	FL	34762
CARRIGAN THOMAS P & TARA A	11906 SANDY RUN RD	KNOXVILLE	TN	37934
GRANDISON GARICK	7011 STONE CHAPEL CT	ORLANDO	FL	32818
PATERSON COLIN D &	4514 RIVER GEM AVE	WINDERMERE	FL	34786
ALTAF FAMILY LP	569 PALIO CT	OCOE	FL	34761
CLEARWATER RESERVE HOA INC	1201 W HIGHWAY 50	CLERMONT	FL	34711
TIERRA VISTA SPO RECIPIENTS	SENT 9/29/2023			

**TIERRA VISTA CR 33 PUD
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
October 19, 2023**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 135.3 acres containing a maximum of 371 detached single-family residential units, generally located east of County Road 33 and south of the Florida Turnpike, 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 **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** 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 135.3 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 371 detached single-family residential units, at a gross density not to exceed 2.74 units per acre on the approximately 135.3-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
 - a. A maximum of 276 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,600 square feet living area.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 5,750 square feet.
 - e. Minimum lot width 50 feet
 - f. Minimum lot depth 115 feet

- g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
2. For 60-foot lots:
- a. No less than 95 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,700 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,900 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
3. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
 - c. For any lots with a house footprint of over 70 feet in depth, the rear setback may be reduced to 15 feet.
 - d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - e. Maximum building height: two (2) stories or 35 feet.
 - f. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - h. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - i. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

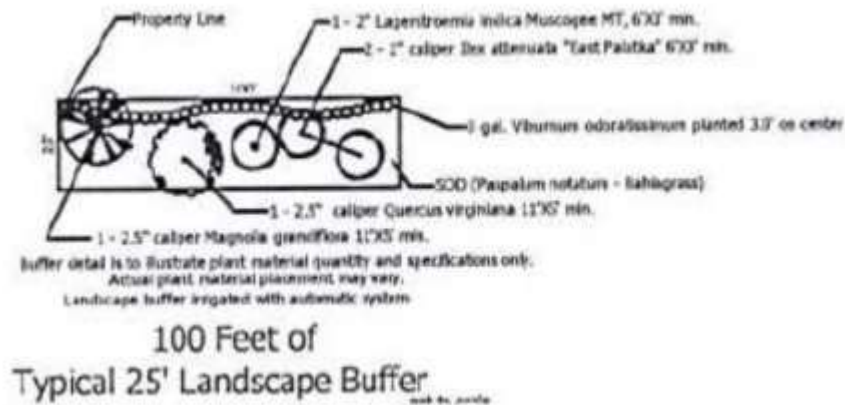
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum fifty (50)-foot wide landscape buffer tract shall be provided along the Florida Turnpike ROW. Twenty-five feet (25) of the buffer tract closest to residential lots within the development shall have plantings as shown in Figure B below.
- C. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below, shall be provided along all other property boundaries not along the Florida Turnpike ROW. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- D. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- E. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed along the CR 33 frontage of the property. The split-rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- F. Along the property line(s) adjoining Florida Turnpike, a six-foot high masonry wall or 8-foot high PVC or other opaque fencing material, may be substituted wherever the Florida Turnpike ROW abuts a residential lot. The property line(s) adjoining Florida Turnpike which abut open space, wetlands, or other non-residential lot use, the wall may be substituted for a fence along the property’s perimeter, meeting the above requirements in this PUD Agreement, Section 6 E. Said fence or masonry wall, if constructed, shall be maintained by the Property Owners or Homeowners Association.

- G. 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.
- H. 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



- I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- J. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan

review process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least two (2) primary access points on County Road 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The main access points on County Road 33 shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, as needed, to allow for connection points between this development and future development of adjacent properties.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway 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 and may require bonds or other financial assurance of maintenance for some period of time.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management

District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the

subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 1.70 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.
 - 1) Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
 - 2) A trail shall be constructed around the dry retention/flood compensation park. This trail shall be headed by an amenity center site area consisting of a minimum of 50,000 square foot site, as seen on the attached **Exhibit C**.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The

purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION (from Permittee Submittal)

Parcel 1 (Alt Key No. 1035422):

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Parcel 2 (Alt Key No. 1296633):

The Northeast $\frac{1}{4}$ of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.



CONCEPTUAL LOT COUNT	
TYPE	TYPE
SINGLE FAMILY DETACHED	SINGLE FAMILY DETACHED
MIN. LOT SIZE	MIN. LOT SIZE
50' x 120'	60' x 120'
QUANTITY	QUANTITY
276	95
SYMBOL	SYMBOL

FULL CONCEPTUAL SITE PLAN



EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES











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 Chalmers 2005. Reprinted for the Town of Southampton, NY. Used with permission.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: November 27, 2023

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

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 approximately 36.96 +/- acres from Neighborhood Mixed Use to General Commercial, for a property generally located east the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (470 Leesburg, LLC SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small scale comprehensive plan amendment of the City's Future Land Use Map on 36.96 +/- acres from Neighborhood Mixed Use to General Commercial.

Analysis:

The project site is approximately 36.96 +/- acres and is generally located east of the Florida Turnpike and south of County Road 470. Currently, the property is undeveloped acreage. The proposed uses are for commercial and multi-family residential. The surrounding Future Land Use Map designations of Leesburg Industry and Technology Commerce Park, Age Restricted Development, Institutional, and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The proposed development is located within the Naval Undersea Center Mission Impact Zone, and is consistent with Comprehensive Plan Objective 1.16, Ensuring Land Use Compatibility within Mission Impact Area and Comprehensive Plan Policy 1.16.11, City of Leesburg Coordination and Review with NUWC (Naval Undersea Warfare Center).

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 October 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Neighborhood Mixed Use to General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the 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 APPROXIMATELY 36.96 +/- ACRES FROM NEIGHBORHOOD MIXED USE TO GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED EAST THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (470 LEESBURG, LLC 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 36.96 acres of land generally located east of the Florida Turnpike and south of County Road 470 from Neighborhood Mixed Use to General Commercial, as shown on the revised map of said area, lying in Section 17, 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 the _____ day of _____ 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Descriptions

Alternate Key 3906202:

Commencing at the North Quarter Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South $00^{\circ}39'37''$ West, along the East line of the Northeast Quarter of said Section 17, A distance of 150.50 feet to the intersection of said Quarter Section Line and the Southerly right of way of County Road 470 as it exists in September of 2016, said intersection being the point of beginning of this description; Thence from said point of beginning, run North $89^{\circ}36'42''$ West along said southerly right of way line a distance of 673.37 feet; Thence departing the right of way of county road 470, run South $00^{\circ}23'08''$ West a distance of 508.57 feet; Thence run South $89^{\circ}32'21''$ East a distance of 923.49 feet to a curve on the westerly right of way of a 50 foot wide entrance road, said curve having a radius of 525 feet, an arc length of 298.99 feet and a delta angle of $32^{\circ}37'48''$; Thence running with the chord bearing of said curve North $15^{\circ}52'16''$ West a chord distance of 249.96 feet to the point of tangency of said curve and the westerly right of way of said entrance road; Thence run along said westerly right of way North $00^{\circ}26'37''$ East a distance of 226.51 feet to the aforementioned southerly right of way of county road 470; Thence along aforementioned right of way, run North $89^{\circ}36'42''$ west a distance of 167.78 feet to the point of beginning of this description.

Alternate Key 3913818:

Commencing at the North $\frac{1}{4}$ Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South $00^{\circ}39'37''$ West, along the east line of the Northeast $\frac{1}{4}$ of said Section 17, a distance of 150.50 feet to the intersection of said Quarter Section line and the southerly right of way of County Road 470 as it exists in September of 2016; Thence run North $89^{\circ}36'42''$ West, along said Southerly right of way line a distance of 673.37 feet to the point of beginning of this description; Thence continuing along said right of way line, run North $89^{\circ}36'42''$ West, a distance of 501.21 feet to a point of curvature of the easterly right of way of the Florida Turnpike, the curve of said Turnpike right of way having an arc length of 213.14 feet, a radius of 137.26 feet and a delta angle of $88^{\circ}58'18''$; Thence run with the chord bearing of said curve South $43^{\circ}11'28''$ West, a chord distance of 192.36 feet to the point of tangency of said curve; Thence along said easterly Turnpike right of way, run South $01^{\circ}17'14''$ East a distance of 1032.46 feet; Thence departing said right of way line, run South $89^{\circ}18'03''$ East, a distance of 1268.91 feet; Thence run North $00^{\circ}41'57''$ East, a distance of 671.59 feet; Thence run North $89^{\circ}32'21''$ West, a distance of 670.93 feet; Thence run North $00^{\circ}23'08''$ East, a distance of 508.57 feet to the point of beginning.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 19, 2023
OWNER: 470 Leesburg, LLC
PETITIONER: LPG Urban & Regional Planners, LLC.
PROJECT: 470 Leesburg, LLC
REQUEST: Small Scale Comprehensive Plan Amendment from Neighborhood Mixed Use to General Commercial
CASE NO.: SSCP-23-404

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 for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Leesburg Industry and Technology Commerce Park, Age Restricted Development, Institutional, and Lake County Urban Low Density.
3. The proposed request under Case Number PUD-23-405, is compatible with the current surrounding zoning districts of Leesburg PUD (Planned Unit Development), ARD (Age Restricted Development), P (Public), and Lake County A (Agriculture).
4. The proposed development is located within the Naval Undersea Center Mission Impact Zone, and is consistent with Comprehensive Plan Objective 1.16, Ensuring Land Use Compatibility within Mission Impact Area and Comprehensive Plan Policy 1.16.11, City of Leesburg Coordination and Review with NUWC (Naval Undersea Warfare Center).
5. 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.

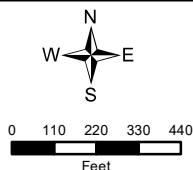
Action Requested:

1. Vote to approve staff's recommendation to change the future land use designation of the subject property from Neighborhood Mixed Use to General Commercial and forward this recommendation to the City Commission for consideration.

Aerial

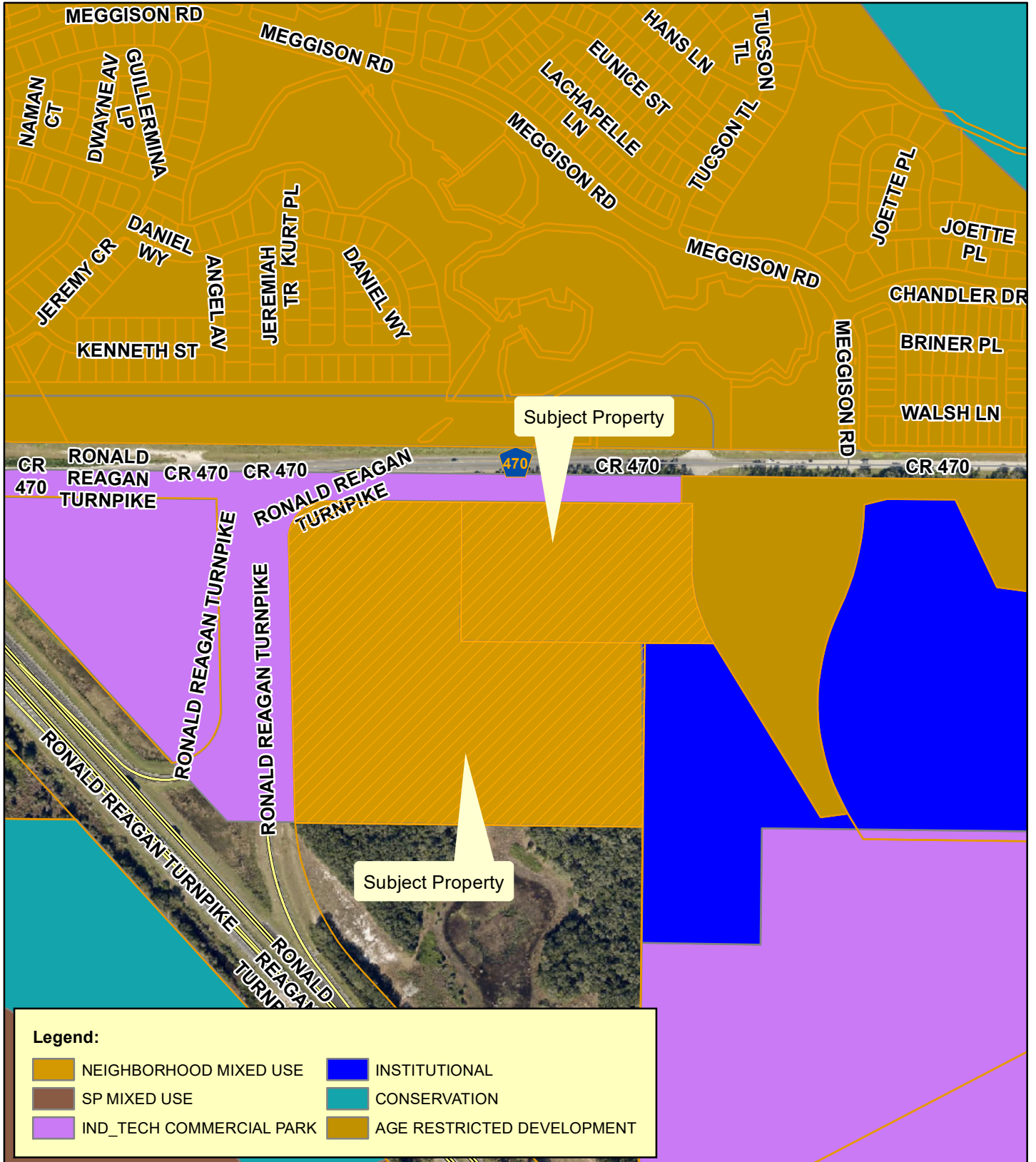


**Planning
& Zoning
Division**

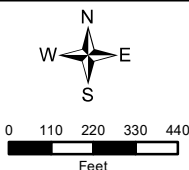


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Future Land Use



**Planning
& Zoning
Division**

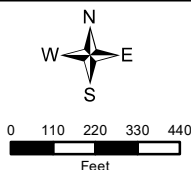


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Lake County Future Land Use

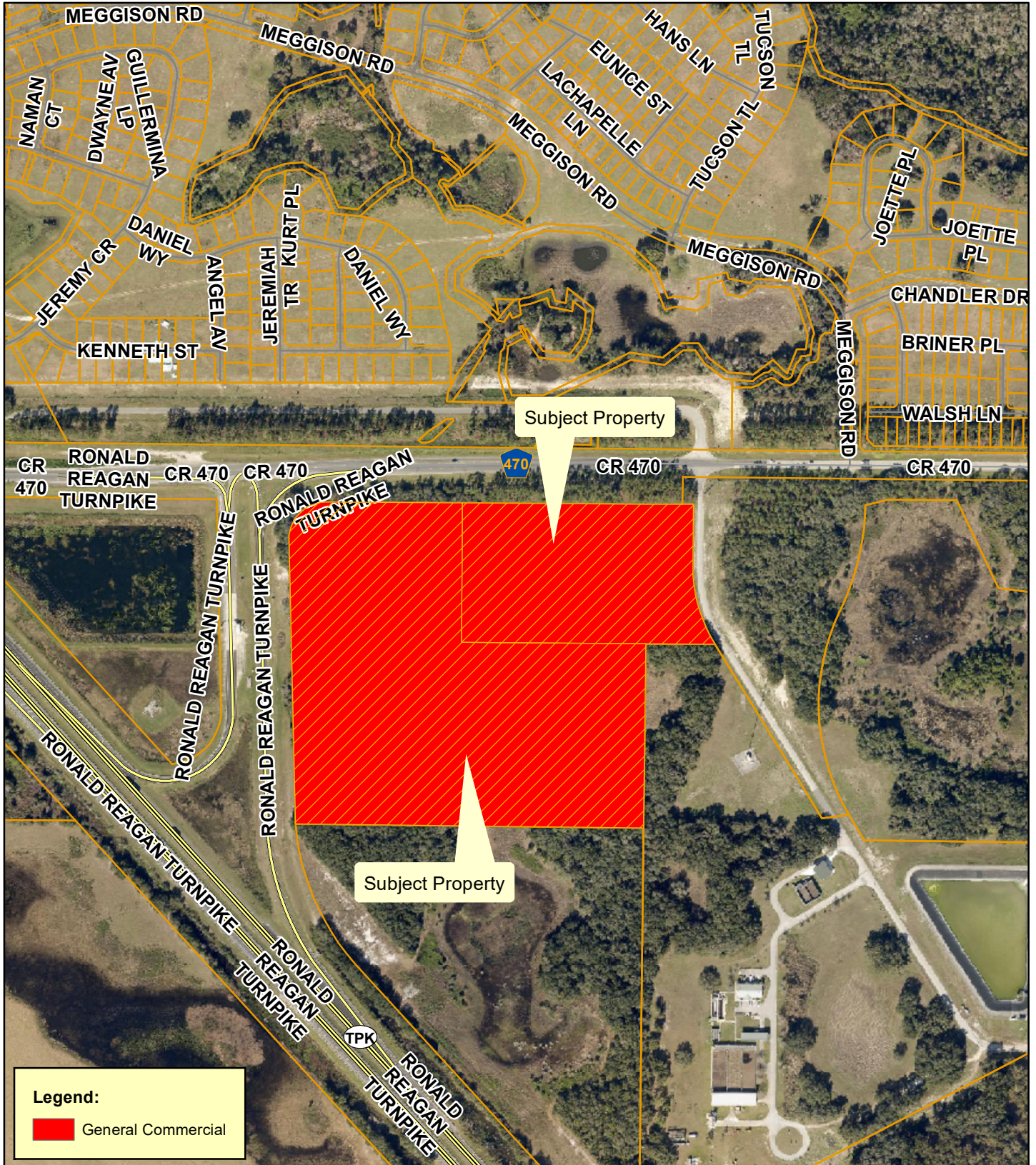


**Planning
& Zoning
Division**

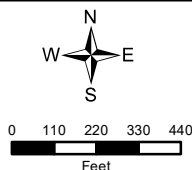


470 Leesburg, LLC
 SSCP-23-404; PUD-23-405
 AK #'s 3906202 & 3913818
 Section 17, Township 20 South, Range 24 East
 September 21, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

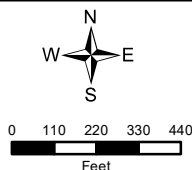


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Surrounding Land Uses

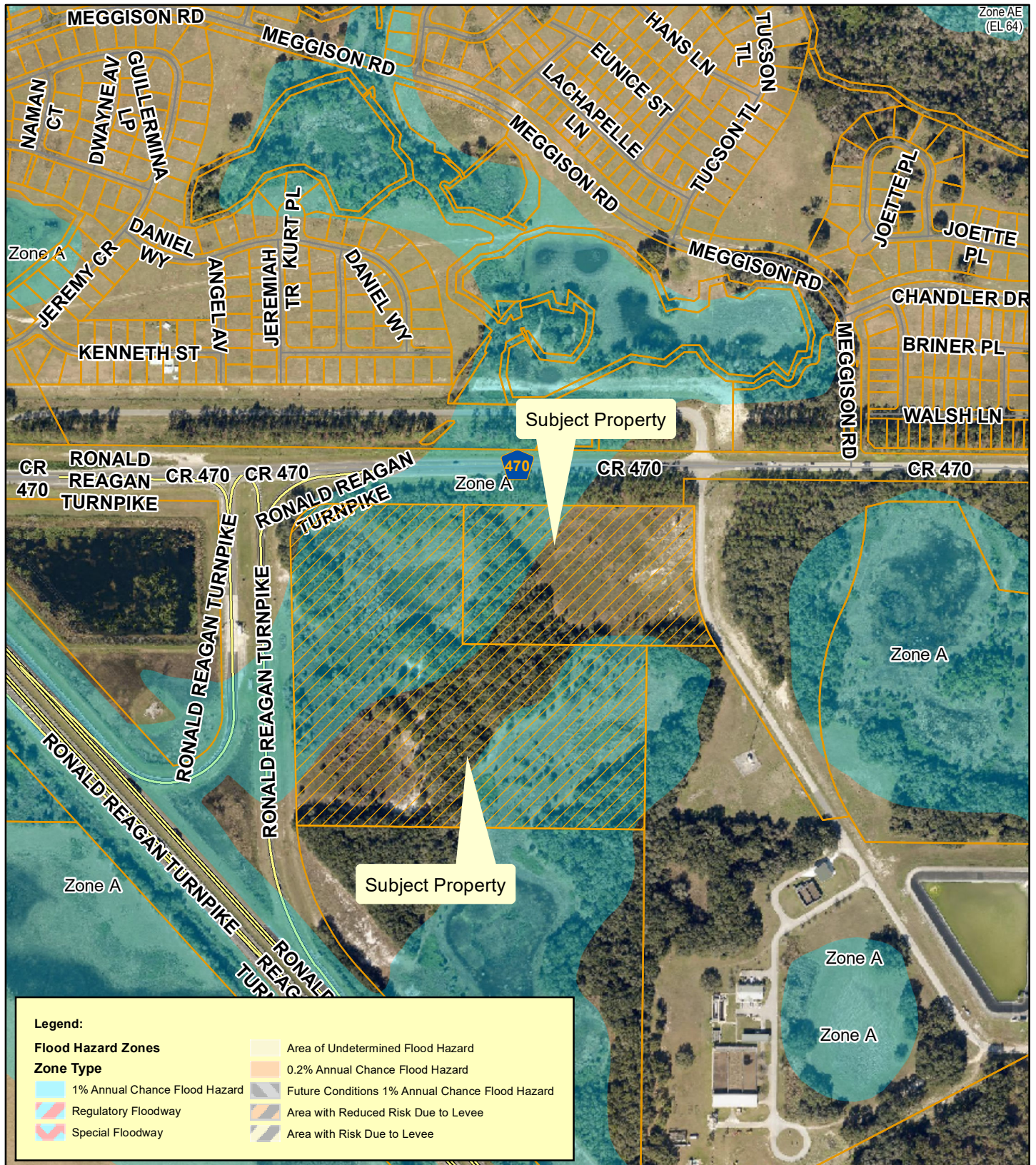


**Planning
& Zoning
Division**

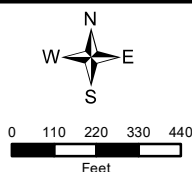


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Flood Zone

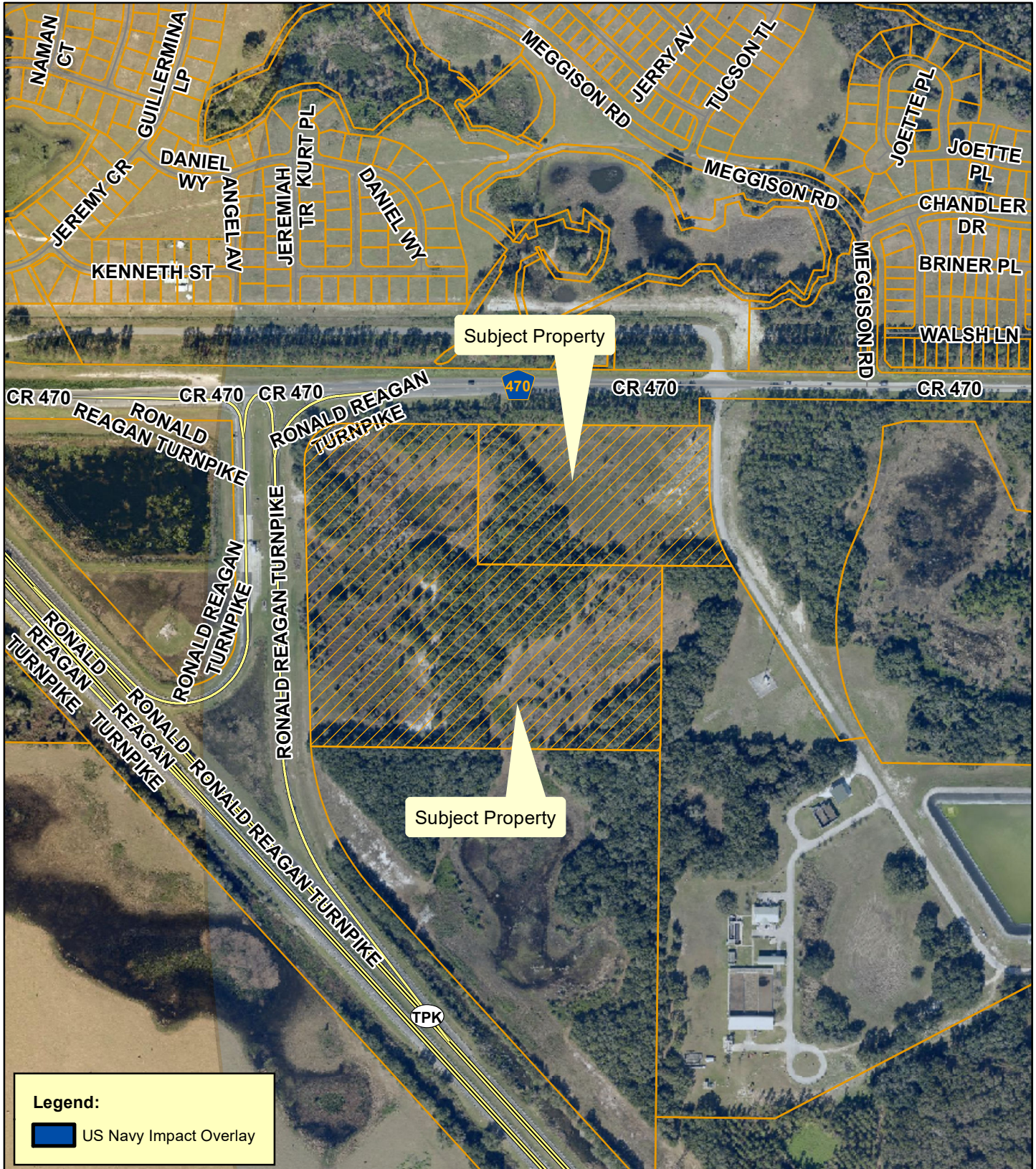


Planning & Zoning Division

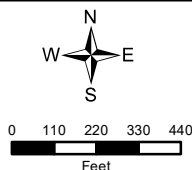


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

US Navy Impact Overlay

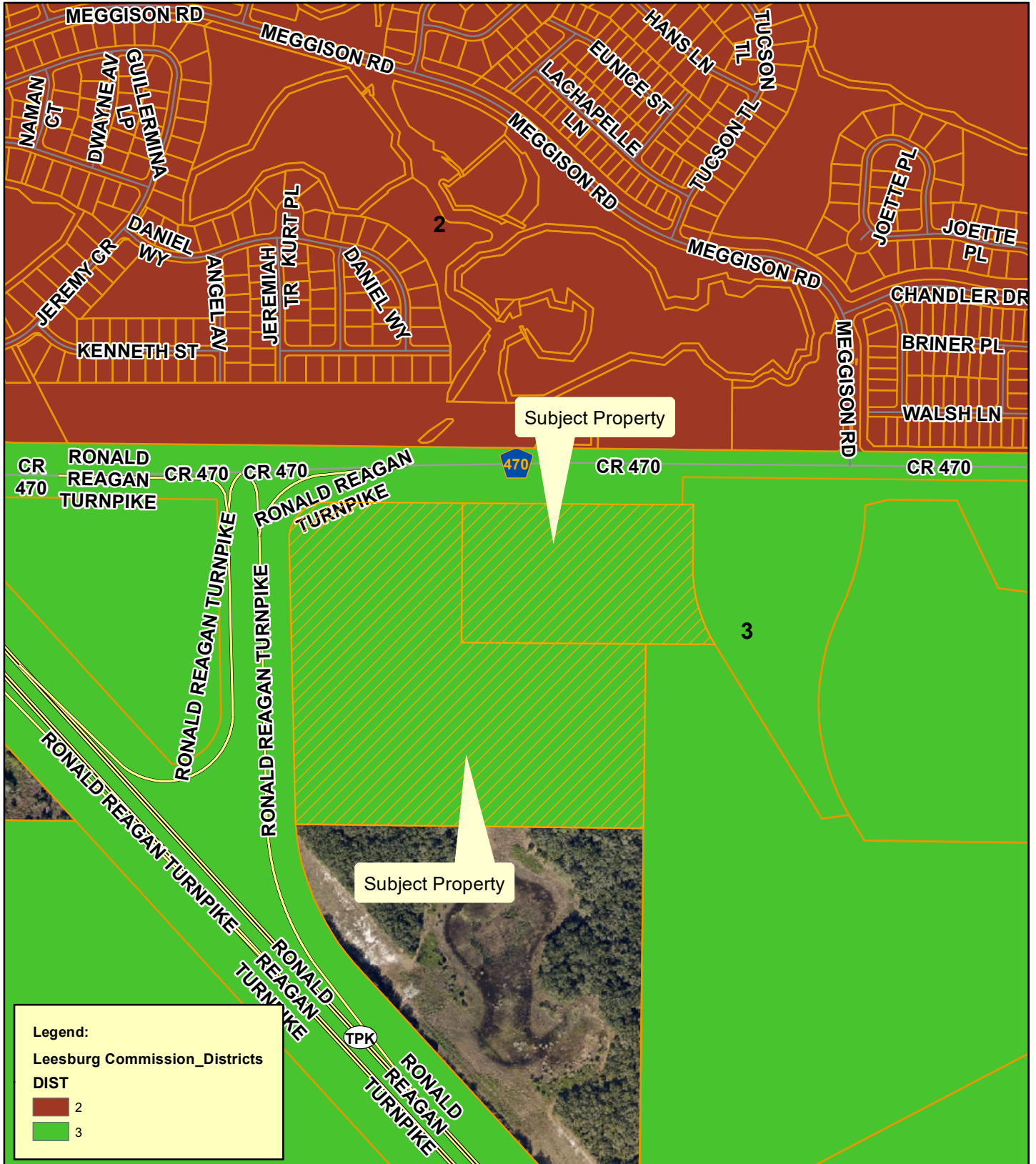


**Planning
& Zoning
Division**

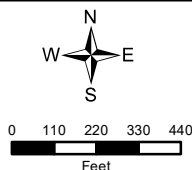


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Commission District



Planning
& Zoning
Division



470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: November 27, 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 36.96 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and multi-family residential uses for a property generally located east of the Florida Turnpike and south of County Road 470, lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida, and providing an effective date. (470 Leesburg, LLC PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and multi-family residential uses.

Analysis:

The project site is approximately 36.96 +/- acres, and is generally located east of the Florida Turnpike and south of County Road 470 as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for development of commercial and multi-family residential uses. The existing land uses surrounding the property are residential, government, and vacant commercial.

The Planning Commission held a public hearing on the application on October 19, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the 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 36.96 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED EAST OF THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (470 LEESBURG, LLC PUD)

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

Section 1.

Based upon the petition of 470 Leesburg, LLC, "Permittee", 26736 U.S. Highway 27, Leesburg, Florida, 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 PUD (Planned Unit Development) to 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

470 LEESBURG, LLC PUD
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
October 19, 2023

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **470 Leesburg, LLC, "Permittee", 26736 U.S. Highway 27, Leesburg, Florida**, 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 multi-family and commercial development consisting of approximately 36.96 acres containing a maximum of 325 multi-family units and commercial out parcels, generally located east of the Florida Turnpike and south of County Road 470, 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 **470 Leesburg, LLC, "Permittee", 26736 U.S. Highway 27, Leesburg, Florida**, 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 36.96 acres, shall be used for multi-family and commercial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Multi-family residential units, maximum of 325 units
 - a. Amenities shall include pool and associated cabana(s), gym, playground, six-foot wide walking trails along water retention/detention ponds, dog park, raised bed gardens (10% of the proposed number of units at site plan) with associated irrigation and tool shed.
2. Commercial Uses
 - a. General retail sales/services
 - b. Restaurants
 - c. Pharmacy uses
 - d. Professional Offices
 - e. Medical offices/clinics
 - f. Urgent care facilities
 - g. Veterinary/Pet care
 - h. Coffee shops with or without drive-thru
 - i. Day care centers
 - j. Houses of Worship
 - k. Fitness centers
 - l. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
3. Indoor and Outdoor Storage
 - a. Landscape buffering required as specified in *Section 10 Open Space, Landscaping & Buffer Requirements*.

B. Other Related Uses

Other uses, related to the primary use, 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 this PUD Agreement, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A.1, 3.A.2, and 3.A.3 above shall be considered prohibited.

4. **DEVELOPMENT STANDARDS FOR MULTI-FAMILY USES**

- A. The project shall contain a maximum of 325 multi-family residential units on approximately 36.96 acres at a gross density not to exceed 12.88 units per acre.
- B. The minimum development standards shall be those required for the R-3 High Density Residential district except as amended by this agreement and as follows:
 1. General Standards
 - a. The development may be a combination of one, two, and three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - i. One-bedroom units shall not be less than 800 square feet.
 - ii. Two-bedroom units shall not be less than 1000 square feet.

- iii. Three-bedroom units shall not be less than 1200 square feet.
 - 2. Building Setbacks (as measured from the property lines)
 - a. Front: 25-feet
 - b. Side: 15-feet
 - c. Rear: 15-feet
 - d. Perimeter property boundary: 25-feet (See Section 10, Open Space, Landscaping & Buffer Requirements)
 - e. Minimum distance between structures shall be 20 feet; measured from building wall to building wall.
 - 3. Open Space
 - a. 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.
 - 4. Maximum allowed Impervious Surface Ratio (ISR) of 65%.
 - 5. Height
 - a. Maximum building height shall not exceed four (4) stories with a maximum height of 52-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

5. DEVELOPMENT STANDARDS FOR COMMERCIAL

- A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.
- B. Building Setbacks (as measured from the property lines)
 - 1. Front: 25-feet
 - 2. Side: 15-feet
 - 3. Rear: 15-feet
 - 4. Perimeter property boundary: 25-feet (See Section 10, Open Space, Landscaping & Buffer Requirements)
 - 5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.
- C. Open Space
 - 1. 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.
- D. Height
 - 1. Maximum building height shall not exceed four (4) stories with a maximum height of 52-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.
- E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.
- F. All structure heights shall be measured from the first floor, finished floor elevation on the site.
- G. 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.

- H. 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).
- I. 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.

6. ACCESS AND CIRCULATION

A. Site Access

- 1. Access to the site shall be provided by a minimum of one access point from the existing paved road on the east side of the property that services the City of Leesburg Wastewater Plant. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process.

B. Internal Circulation

- 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the commercial and multi-family uses.

C. Pedestrian Access

- 1. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development. Pedestrian access shall include consideration of sidewalks, recreational trails, to adjoining properties.
- 2. Sidewalks shall be installed per City of Leesburg codes and specifications.
- 3. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

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. All 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

- 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 the commercial area, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

- C. Multi-Family
 - 1. Parking Space Requirements
 - (i) One (1) space per one-bedroom units
 - (ii) Two (2) spaces per two or more-bedroom units

8. **ARCHITECTURAL STANDARDS**

- A. To provide for consistent architectural standards and design along County Road 470, the following standards shall apply.
- B. 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 commercial and multi-family construction for the subject property.
- C. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.
- D. 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.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.
- F. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- G. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD Agreement.

9. **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.
- B. Alternative Designs.
 - 1. Alternative designs for the ground enclosure support 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.

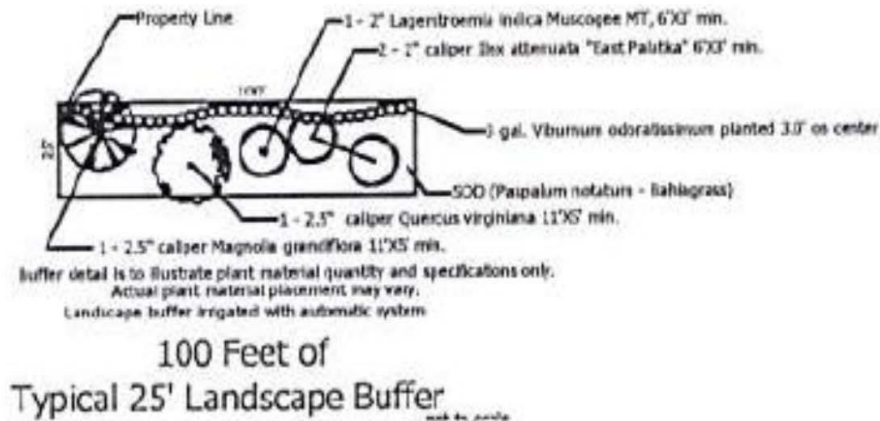
10. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. To provide for consistent landscaping and buffering along County Road 470, the following standards shall apply.
- B. Open space may consist of buffers, wetlands, retention and recreation areas.
- C. Required Perimeter Landscape Buffers:
 - 1. North – 25'
 - 2. South – 25'
 - 3. East – 25'
 - 4. West – 25'
- D. Six-foot walking trails by water retention/detention ponds will have a minimum tree planting along said water retention/detention pond at a rate of 1 tree at a DBH of 2.5" for every 500 linear feet.
- E. Landscape buffers are to consist of natural existing landscaping where possible.
- F. 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**), attached hereto, and City of Leesburg landscape code requirements.
- G. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-323, 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



- H. Variations to the landscape and buffering requirements of the code 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 existing fencing on adjacent properties and existing natural vegetative buffers.
- I. 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.

11. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 1.5 total acres, whichever is greater.
- B. Amenities shall include a pool and associated cabana(s), gym, playground, dog park, raised bed gardens (10% of the proposed number of units at site plan) with associated irrigation and tool shed, and six-foot wide walking trails along water retention/detention ponds with a minimum tree planting along said water retention/detention pond with landscaping as specified in *Section 10 Open Space, Landscaping & Buffer Requirements*.
- C. The primary recreational facility shall be constructed in conjunction with and completed no later than Certificate of Occupancy for the residential structure.
- D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

- E. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

12. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
 - 2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, 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.
 - 3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

13. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - a. 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.
 - b. 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. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
 - 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of transportation where required.
 - 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470.
 - 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

- D. Internal Circulation
 - 1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- E. Bus Stop
 - 1. Because the proposed development lies along and near major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake-Sumter MPO, shall be provided by the developer if requested by the Lake-Sumter MPO during the site plan review process.
 - 2. If recommended by the Lake-Sumter MPO, the bus stop shall be constructed prior to certificate of occupancy for the first building on the site.

16. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

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 homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

18. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

19. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. 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 Agreement 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 Agreement 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. This PUD Agreement 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.

20. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - A. 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**LEGAL DESCRIPTION**

Alternate Key 3906202:

Commencing at the North Quarter Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South 00°39'37" West, along the East line of the Northeast Quarter of said Section 17, A distance of 150.50 feet to the intersection of said Quarter Section Line and the Southerly right of way of County Road 470 as it exists in September of 2016, said intersection being the point of beginning of this description; Thence from said point of beginning, run North 89°36'42" West along said southerly right of way line a distance of 673.37 feet; Thence departing the right of way of county road 470, run South 00°23'08" West a distance of 508.57 feet; Thence run South 89°32'21" East a distance of 923.49 feet to a curve on the westerly right of way of a 50 foot wide entrance road, said curve having a radius of 525 feet, an arc length of 298.99 feet and a delta angle of 32°37'48"; Thence running with the chord bearing of said curve North 15°52'16" West a chord distance of 249.96 feet to the point of tangency of said curve and the westerly right of way of said entrance road; Thence run along said westerly right of way North 00°26'37" East a distance of 226.51 feet to the aforementioned southerly right of way of county road 470; Thence along aforementioned right of way, run North 89°36'42" west a distance of 167.78 feet to the point of beginning of this description.

Alternate Key 3913818:

Commencing at the North ¼ Corner of Section 17, Township 20 South, Range 24 East, of Lake County, Florida; Thence run South 00°39'37" West, along the east line of the Northeast ¼ of said Section 17, a distance of 150.50 feet to the intersection of said Quarter Section line and the southerly right of way of County Road 470 as it exists in September of 2016; Thence run North 89°36'42" West, along said Southerly right of way line a distance of 673.37 feet to the point of beginning of this description; Thence continuing along said right of way line, run North 89°36'42" West, a distance of 501.21 feet to a point of curvature of the easterly right of way of the Florida Turnpike, the curve of said Turnpike right of way having an arc length of 213.14 feet, a radius of 137.26 feet and a delta angle of 88°58'18"; Thence run with the chord bearing of said curve South 43°11'28" West, a chord distance of 192.36 feet to the point of tangency of said curve; Thence along said easterly Turnpike right of way, run South 01°17'14" East a distance of 1032.46 feet; Thence departing said right of way line, run South 89°18'03" East, a distance of 1268.91 feet; Thence run North 00°41'57" East, a distance of 671.59 feet; Thence run North 89°32'21" West, a distance of 670.93 feet; Thence run North 00°23'08" East, a distance of 508.57 feet to the point of beginning.



EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES





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 CiesinO-2905. Rendered for the Town of Southampton, NY. Used with permission.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 19, 2023
OWNER: 470 Leesburg, LLC
PETITIONER: LPG Urban & Regional Planners, LLC.
PROJECT: 470 Leesburg, LLC
REQUEST: Small Scale Comprehensive Plan Amendment from Neighborhood Mixed Use to General Commercial
CASE NO.: SSCP-23-404

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 for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Leesburg Industry and Technology Commerce Park, Age Restricted Development, Institutional, and Lake County Urban Low Density.
3. The proposed request under Case Number PUD-23-405, is compatible with the current surrounding zoning districts of Leesburg PUD (Planned Unit Development), ARD (Age Restricted Development), P (Public), and Lake County A (Agriculture).
4. The proposed development is located within the Naval Undersea Center Mission Impact Zone, and is consistent with Comprehensive Plan Objective 1.16, Ensuring Land Use Compatibility within Mission Impact Area and Comprehensive Plan Policy 1.16.11, City of Leesburg Coordination and Review with NUWC (Naval Undersea Warfare Center).
5. 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 Neighborhood Mixed Use to General Commercial and forward this recommendation to the City Commission for consideration.

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

DATE: October 18, 2023
OWNER: 470 Leesburg, LLC
PETITIONER: Ryan Solstice, LPG Urban & Regional Planners, LLC.
PROJECT: 470 Leesburg, LLC
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-23-404; PUD-23-405

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/16/2023.

FIRE

No comments received as of 10/16/2023.

ELECTRIC

Leesburg Electric has no issues. This is outside our service territory. - Steve Davis, 10/2/2023

GAS

No comments received as of 10/16/2023.

GIS

No comments received as of 10/16/2023.

BUILDING

No comments received as of 10/16/2023.

PUBLIC WORKS

No comments received as of 10/16/2023.

ADDRESSING

No comments received as of 10/16/2023.

HOUSING & REDEVELOPMENT

No comments received as of 10/16/2023.

LAKE COUNTY PUBLIC WORKS

The future access would be realigned with the Villages commercial property on this south side of CR 470. If this development comes before the eastern realignment occurs, then this development will be required to provide additional offsite road improvements on CR 470. – Seth Lynch, 10/18/2023

LAKE COUNTY SCHOOLS

An Adequate Public Facilities determination for 325 MF units was issued for this project. I have attached a copy for your file. The project will be subject to school concurrency review prior to final site plan approval.
– Helen LaValley, 10/12/2023

PUBLIC RESPONSES

No responses received as of 10/16/2023.

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments received as of 10/16/2023.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 10/16/2023.



201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

August 21, 2023

Mr. Michael Rankin
LPG Urban & Regional Planners
1162 Camp Avenue
Mount Dora, Florida 32757

RE: 470 Leesburg LLC – Leesburg
Adequate Public Facilities Determination (LCS APF13-2023)
Alt Key(s): 3906202, 3913818

Dear Mr. Rankin:

The School District has reviewed the above referenced development information proposing 325 multi-family dwelling units on approximately 39 acres. The subject property is located on County Road 470, east of the Florida Turnpike in the Leesburg area.

The proposed development has the potential to generate approximately ninety-two (92) students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- | | |
|-------------------------------------|----------------------|
| • Leesburg Elementary School | 118% Capacity |
| • Oak Park Middle School | 87% Capacity |
| • Leesburg High School | 85% Capacity |

Currently, the district's Five-Year Capital Plan does include funding in the first two years of the plan for Beverly Shores Elementary modernization and a replacement school for Fruitland Park Elementary. These projects will provide some capacity relief at the elementary school level. The District is aware of the residential growth in this area and will continue to monitor in order to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,


Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Analysis Revised



Lake County Schools Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools	APF13-2023
PROJECT NAME/CASE#	470 Leesburg LLC	
ITEM DESCRIPTION	325 Multi-family units	
LOCATION	CR 470, east of the Florida Turnpike, approx. 39 acres	
AK's	3906202, 3913818	

	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts
NEW DU IMPACT (units)				0	325
STUDENT GENERATION	0.350	0.282	0.185	0	92
Elementary School	0.157	0.153	0.095	0	50
Middle School	0.079	0.061	0.044	0	20
High School	0.114	0.068	0.046	0	22

*Students generated may differ from distribution percentages due to rounding

CSA #11

Assigned Schools:

Leesburg Elementary

Oak Park Middle

Leesburg High

Enrollment 2022-2023	Permanent Capacity*	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
822	741	111%	872	118%	No
577	687	84%	597	87%	No
1,646	1,963	84%	1,668	85%	No

Lake County School District Five-Year Plan, Fiscal Year 2023/2027

Comments:

Sidewalks and pedestrian access were not reviewed.

Please note that this is NOT a School Concurrency capacity reservation.

*Permanent capacity does not include relocatables/portables.

This review does **not** include already reserved capacities.

Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept.

Issue Date: revised 8/21/2023

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

DATE: September 29, 2023

OWNER: 470 Leesburg, LLC

PETITIONER: Ryan Solstice, LPG Urban & Regional Planners, LLC.

PROJECT: 470 Leesburg, LLC

REQUEST: Small Scale Comprehensive Plan Amendment; Rezoning

CASE NO.: SSCP-23-404; PUD-23-405

GENERAL LOCATION: East of Florida Turnpike and south of County Road 470

FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Leesburg Industry and Technology Commerce Park, Age Restricted Development
South – Lake County Urban Low Density
East – Leesburg Age Restricted Development, Institutional
West – Leesburg Industry and Technology Commerce Park

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Leesburg PUD (Planned Unit Development), ARD (Age Restricted Development)
South – Lake County A (Agriculture)
East – Leesburg ARD (Age Restricted Development), P (Public)
West – Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Industrial, Undeveloped

SURROUNDING LAND USE:

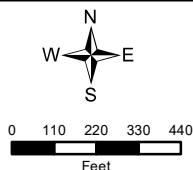
North – Residential
South – Government
East – Vacant Commercial; Government
West – Government

PROPOSED LAND USE: Commercial and Multi-Family Uses

Aerial

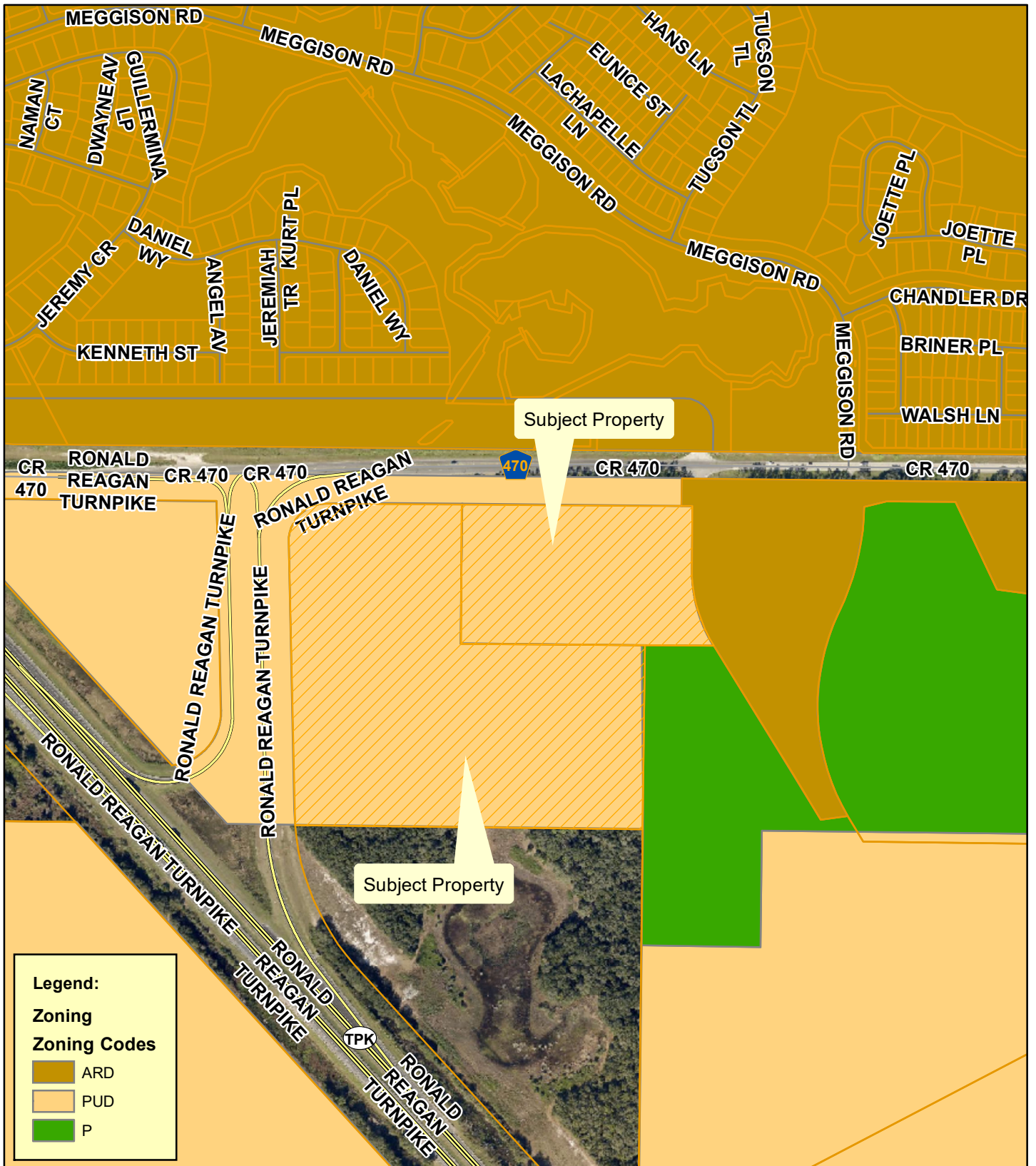


Planning
& Zoning
Division

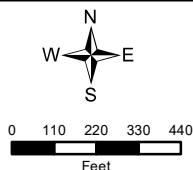


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

Zoning



**Planning
& Zoning
Division**

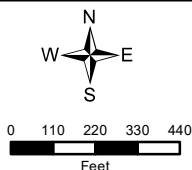


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
September 21, 2023

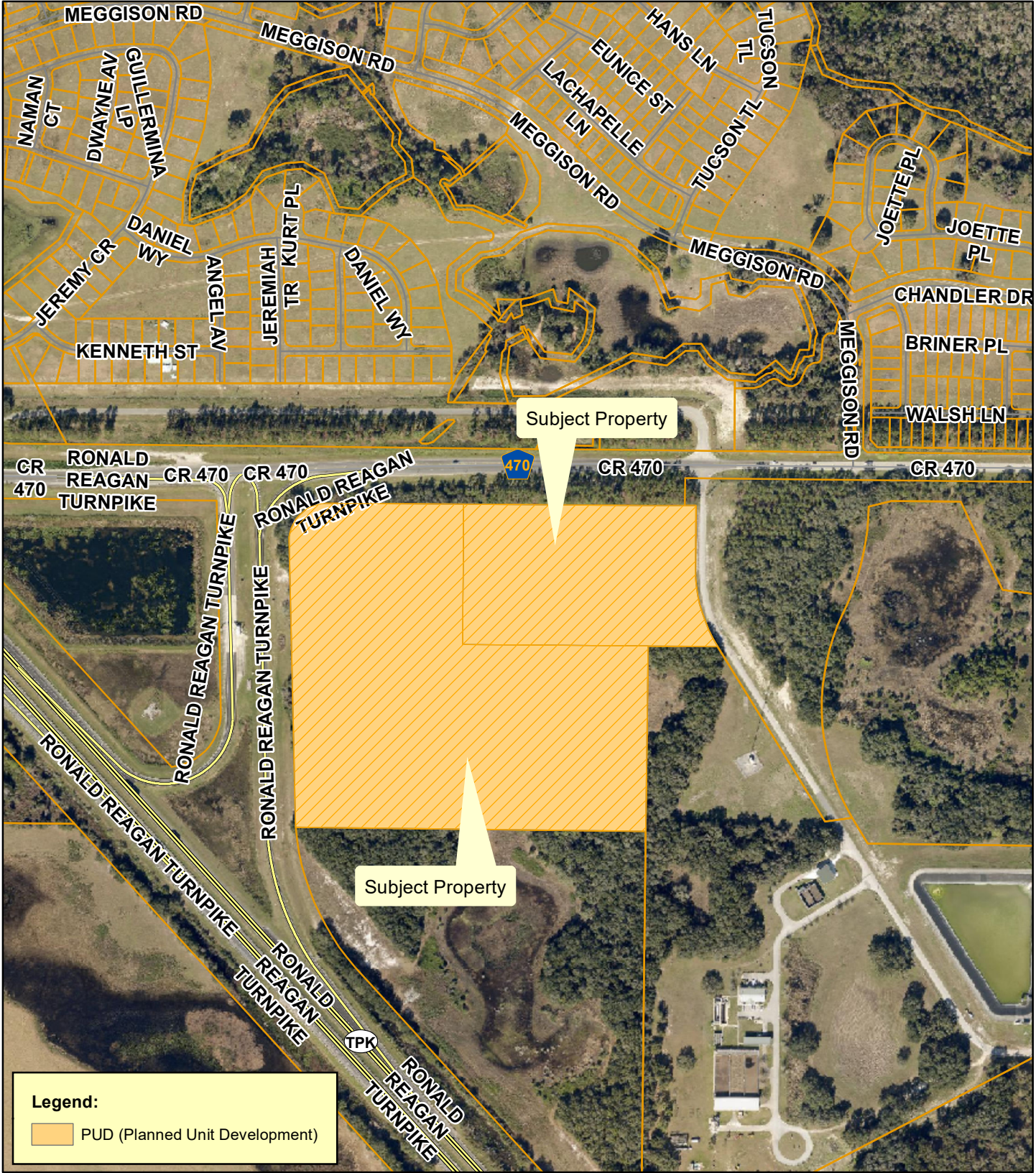
Lake County Zoning



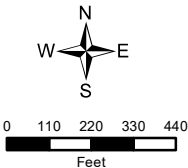
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& Zoning
Division**



Proposed Zoning

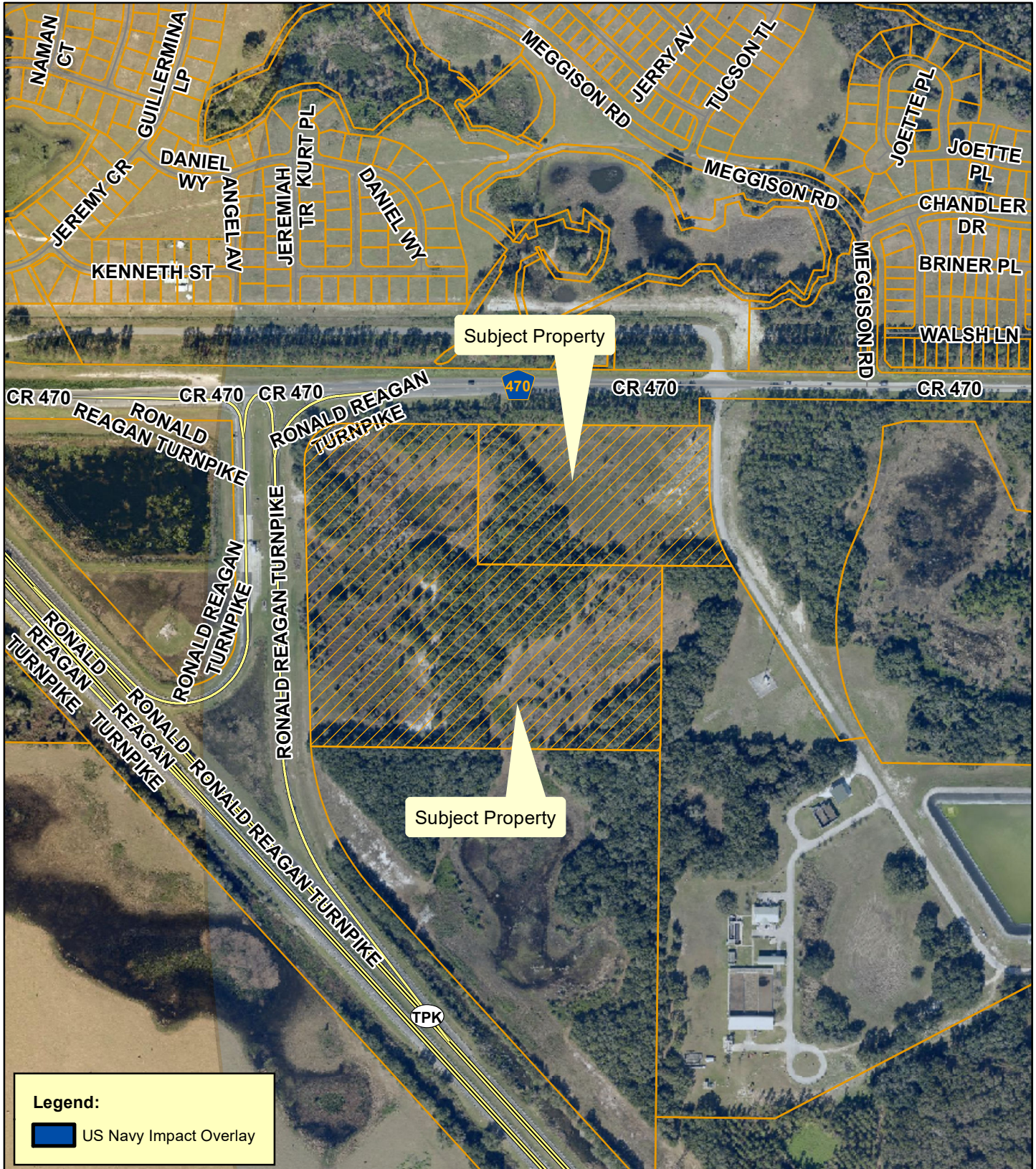


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Division

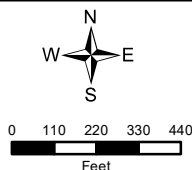


470 Leesburg, LLC
SSCP-23-404; PUD-23-405
AK #'s 3906202 & 3913818
Section 17, Township 20 South, Range 24 East
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US Navy Impact Overlay



**Planning
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Close up of public notification Sign 1.



Sign 1 - Looking east along County Road 470.



Sign 1 - Looking across County Road 470.



Sign 1 - Looking into property from County Road 470.



Sign 1 - Looking west along County Road 470.



Sign 2 - Looking into property from an unnamed paved road.



Sign 2 - Looking across unnamed paved road.



Sign 2 - Looking north along unnamed paved road towards County Road 470.



Sign 2 - Looking south along unnamed paved road.



Sign 3 – Looking across County Road 470.



Sign 3 – Looking west towards the Florida Turnpike off-ramp and County Road 470.



Sign 3 – Looking into the property from County Road 470.