

**AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 12, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Purple Heart City

3. PRESENTATIONS:

A. Lee School Update

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 January 22, 2024

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolutions amending the FY 23-24 Budget**
 - a. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Building Permits, Police Forfeiture, Fire Impact Fees, Discretionary Sales Tax and Fleet Services Funds for the carryovers from fiscal year 2022-23; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Carver Heights CRA, Gas and Airport Funds for the First Quarter; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a satisfaction of mortgage for property donated to Gloria Jean Hill at 108 North East Street through the Infill Housing Program; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for professional services at the Leesburg International Airport, related to Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation; 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 Task Order with AVCON, Inc., for professional services at the Leesburg International Airport, related to Fuel Farm Facility Design; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement FM No. 454122-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Construction of Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Utilities Improvement and Impact Fee Credit Agreement for Water and Wastewater Utility Line**

Construction associated with Hodges Reserve, Anthony Property, and LakeCo Dewey Planned Unit Developments; and providing an effective date.

7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Cedar Landings, LP, regarding the provision of natural gas service to the development known as Blue Cedar Phase 1; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282(a)(1) PDO five-acre minimum, to the existing C-1 (Neighborhood Commercial) zoning, on approximately 0.34 +/- acres, to allow for a triplex use on a property generally located north of West Main Street and west of Harold Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (2512 W Main Triplex PDO)
2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 316 +/- acres; and being generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Village Palms ANNX)
3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 316 +/- acres from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms LSCP)
4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 316 +/- acres from Lake County A (Agriculture) and MP

(Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to allow mixed-use development, including single-family, duplex, multi-family, and townhouse residential units, commercial, medical/professional office, and a hotel, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms PUD)

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, rescinding the development order approved by Resolution 8758 on December 14, 2009, for a Development of Regional Impact (DRI) on property known as Secret Promise; and providing an effective date. (Sec Prom DRI Recission)**
- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 79.2 +/- acres; and being generally located west of the Florida Turnpike and south of County Road 470, lying in Section 18, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (VOWL 6th SP ANNX)**
- 3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 4,192.5 +/- acres of property from Leesburg Conservation, SP Mixed Use, Institutional, Industry and Technology Commerce Park, and Lake County Regional Office to Age Restricted Development for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and delete the Secret Promise DRI policies found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6; and to amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues; and to amend Future Land Use Policy 1.1.1 to add Commercial Centers to the list of non-residential centers permitted a 3.0 FAR; and providing an effective date. (VOWL 6th SP LSCP)**
- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4,192.5 +/- acres from City C-3 (Highway Commercial), M-1 (Industrial), R-1-A (Single Family Residential), PUD (Planned Unit Development), and Lake County HM (Highway Industrial) to City ARD**

(Age Restricted Development) for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 6th SP RZ)

5. **An Ordinance of the City of Leesburg, Florida, establishing the Dewey Robbins Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; establishing the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Dewey Robbins CDD)**
6. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing PSC (Pine Street Commercial) zoning, on approximately 0.16 +/- acres to allow for an office use for a property generally located north of Pine Street and east of Childs Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PDO CDC Offices on Pine Street)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida establishing the special events venue area for the Annual Leesburg Bikefest event, taking place April 26-28, 2024; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. SUSPEND REGULAR MEETING

12. OPEN the CLOSED ATTORNEY-CLIENT SESSION

13. EXIT all BUT THE FOLLOWING INDIVIDUALS:

A. Jimmy Burry - Allyson Berry - Jay Connell - Mike Pederson - Alan Reisman - Mark Brionez - Stephanie Brionez - John Metcalf - Al Minner - Court Reporter

14. END CLOSED SESSION and REOPEN COMMISSION MEETING

15. 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, JANUARY 22, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 22, 2024, 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:

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.

Evelyn Gould of 312 Nebraska Avenue, Leesburg thanked the city for the nice events this past weekend.

She enjoyed the Martin Luther King parade and Soulfest. There were a lot of different organizations represented. The police department representatives walked around and talked to everyone.

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.C.9 - Agreement to issue a Special Event Permit for Alcohol Sales at Bikefest 2024

5.C.10 - Reimbursement of legal expenses in the amount of \$420.00 to Commissioner Berry regarding ethics complaint

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.9 and 5.C.10, and Commissioner Reisman seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Organizational meeting held January 8, 2024**
- 2. Regular meeting held January 8, 2024**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement on a continuing basis with AVCON, Inc. and Hoyle, Tanner & Associates, Inc.; and providing an effective date.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with AVCON, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,769

- b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Hoyle, Tanner & Associates, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,770

- 2. Purchase request by Fleet Services for the purchase of one (1) new sewer jetter with vacuum.**

Approved

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida approving the Second Amendment to Agreement for Section 8 Project-Based Voucher Program between Lake County Government and the City of Leesburg for Two (2) years through July 31, 2025; and providing an effective date. (Mispah Simmons Apartment Complex)**

ADOPTED RESOLUTION 11,771

- 2. Resolution of the City Commission of the City of Leesburg, Florida, ratifying the appointment of Corporal John Sommersdorf as the "Fifth Member" of the Leesburg Police Officers' Pension Board for a four-year term to expire December 31, 2027; and providing an effective date.**

ADOPTED RESOLUTION 11,772

- 3. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Firefighters' Retirement Plan Board of Trustees; and providing an effective date.**

ADOPTED RESOLUTION 11,773

- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to grant a utility easement to Duke Energy Florida, LLC., to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological**

purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers in support of the Turnpike Wastewater Treatment Facility Phase II Expansion Project; and providing an effective date.

ADOPTED RESOLUTION 11,774

- 5. 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, regarding offsite development for the provision of natural gas service to the development known as Hodges Reserve; and providing an effective date.**

ADOPTED RESOLUTION 11,775

- 6. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Leesburg CFA LLC, joined by Fidelity Co-Operative Bank; and providing an effective date.**

ADOPTED RESOLUTION 11,776

- 7. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Lift Station and Utility Easement from Public Housing Assistance, Inc., relating to Lift Station 29; and providing an effective date.**

ADOPTED RESOLUTION 11,777

- 8. 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 3; and providing an effective date.**

ADOPTED RESOLUTION 11,778

- 9. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement to issue a Special Event Permit for Alcohol Sales at BikeFest 2024; and providing an effective date.**

ADOPTED RESOLUTION 11,779

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 Reisman asked the city manager to provide an overview. **CM Minner** stated the agreement is between the City of Leesburg and the Leesburg Area Chamber of Commerce. They are to provide alcohol during Bikefest. The city commission set aside five hundred thousand dollars from the reserve cash in the general fund for Bikefest, but the expenditures did not include alcohol. When we set up the reserve, we said we would come back with a recommendation on how to handle alcohol. The biggest thing management heard was that money from Bikefest needed to stay local and the largest generator of revenue is alcohol sales. The hitch was that alcohol sales cannot be used by a municipal corporation for the general fund. There were some discussions about using alcohol sales to fund the event. However, there is clear delineation in the statute, and the city attorney advised, that alcohol sales cannot be used to fund the general fund. Bikefest is a profit vehicle and the profits from alcohol sales cannot be used by the general fund. The funds have to be spent on not-for-profit organizations. We are setting up Bikefest to bifurcate regular expenses and alcohol income. In doing so, he recommended partnering with the Chamber. It pretty much mirrors what the Partnership did. The Partnership set up alcohol sales two ways; one was monitoring the consumption of alcohol. Whatever was purchased was measured by what was sold. There is a formulaic approach for measuring efficiency. For example, a keg of beer has eighty twelve ounce pours and a bottle of Jack Daniel's has twenty shots. The Chamber will calculate what alcohol is distributed at each point of sale, a booth. It will be measured by consumption. In the past, the Partnership paid civic organizations for what they sold. The organizations collected the tip money during the time they manned the point of sales. They also received a bonus for efficiency. If they had one hundred percent efficiency, they would receive additional money. The agreement showed how the chamber set that up. The Chamber also needs to have insurance. The agreement states that the Chamber will organize and bring in the volunteer groups to manage each point of sale. It also talks about how they will monitor the money. The Chamber will collect the funds from each point of sale and the city will periodically go around and collect the money from the Chamber. There will be another group who will help count the collected money. This process is new to the city, but the Chamber has experience doing it. After the first year we will have the accounting sorted out. The agreement outlines what we anticipate as Chamber expenses and what we need to pay. There were rough estimates of what the Chamber expenses will be. The bottom line is, it could be somewhere in the neighborhood of one hundred and twenty-five thousand dollars. That includes purchasing tents, rentals, insurance, equipment, purchase of alcohol and the group to help with the efficiency formula. On Friday he sent an email showing rough estimates for Chambers expenses on alcohol. It was in budget format. The expense side is also similar to what the Partnership did. The collections for alcohol sales showed 2019 being the best year. They spent about one hundred thousand dollars and with profit margins the total gross sale of alcohol was about four hundred thousand dollars. It did vary because looking at 2019 through 2023 in terms of performance 2023 was weak but it was only a one-day event in April. That day also had bad weather, but they still did well with alcohol sales. It also showed Bikefest was getting back to where it was in 2019. This agreement puts it in broad parameters for how it will work. At the end of the day, the Chamber has experience doing this and it will keep the money local. We need to get through the first year and then we will reevaluate.

Commissioner Reisman wanted to know where they came up with the fifty thousand dollars. **CM Minner** pointed out that this agreement will set the Chamber up with a one-stop shop in terms of funding from the city. Since he has been the city manager, the Chamber has received funding two ways. Through

various events the city sponsors (teacher appreciation day and golf tournaments), we also provide the Chamber with five thousand dollars annually through civic funding. The city gives the Chamber about twenty thousand dollars annually. When we received the Cares Act money and the American Recovery money we shared that equally between the big three, the Chamber, the Partnership, and the Arts Center. However, the Chamber receives about twenty thousand dollars each year in funding. Moving forward, after Bikefest 2024 the city will not provide anymore funding to the Chamber. Instead, they will receive fifty thousand dollars annually which doubles their efforts. That will cover their expenses of twenty thousand dollars, and leave thirty thousand dollars in the coffers for work within the organization. It basically doubles their funding source, and they will be secure in perpetuity as long as we continue Bikefest. This funding source helps the Chamber and it will help with the 501c3 status of alcohol sales.

Commissioner Reisman wanted to verify that when people purchase alcohol they will provide invoices and those invoices will be provided to the city for reimbursement to the Chamber. **CM Minner** answered yes. **Commissioner Connell** mentioned when this was first approved he asked about that. The revenue side was about five hundred thousand dollars and the expenditure was five hundred thousand, it was supposed to be a break even status for the city. He inquired if the alcohol sales were included on the revenue side? **CM Minner** replied it was about thirty thousand dollars. **Commissioner Connell** asked where that money was going now, since it cannot be counted towards revenue since the general fund is paying for it. **CM Minner** answered the general fund will pay for the event as far as vendors, set up and bands, those types of things. At a previous meeting, he showed five hundred thousand dollars in and five hundred thousand out, but we were short thirty thousand dollars on alcohol sales. **Commissioner Connell** asked if the event would only generate a profit of thirty thousand dollars from alcohol? **CM Minner** could not answer for what may be generated. Based on the review of the Partnership books from 2019-2023, there were margins. We are borrowing half a million from ourselves and we should recover our expenses on the alcohol side. There was thirty thousand dollars in revenues from alcohol sales that went to expenses. He was sure there would be thirty thousand dollars in net sales after expenses. It would count towards expenses on the half a million side. He appreciates the leniency, because they have made a lot of educated budget estimates based on previous years. He was comfortable that the city expenses will be covered. We will know more after this event is done. **Commissioner Reisman** asked if they were taking out a weather policy? **CM Minner** responded he has not spoken with the Recreation Director on that yet, but he will. **Commissioner Connell** remarked knowing this is being put together on pretty short notice. How much money has been generated thus far through sales and vendors? **CM Minner** responded he would get that number for him. **Commissioner Connell** asked once the event is done how long will it take to get a turnaround on financials? **CM Minner** answered they should be able to turn it around in a month. We should know most of the expenses and have the accounting for it. They should be able to get it done fairly quickly, that is the goal. They will be extremely transparent. One benefit of the city handling this is that we will have the transparency issues done quicker. If this works out and everyone is happy with it in FY 25, there will be a division in the budget that lays out the Bikefest budget. Every year they will be transparent and it will be a public document. However, we need to get through the first year, so we can have better accounting for it. Right now, we are depending on the Partnerships numbers.

Commissioner Connell pointed out that he only voted to go with it because it was a break even status. We should not spend taxpayer money to fund special events. Special events should pay for themselves, at least the majority of them. We are not talking millions, but it should fund itself, it should not come out of the taxpayer's money. He was interested to see the expenditures and revenues from this event. **Commissioner Reisman** wanted to clarify that we were partnering with the Chamber because the city cannot sell alcohol. **CM Minner** said the city was partnering with the Chamber because it was the best option. There were other options they looked at. They could bring in a consultant or a contractor who specializes in sales. They would be responsible for the set up of everything. That includes vendors, purchase of alcohol and the people to sell the alcohol. We would take a cut of the net revenues. However, the reason we opted from that was twofold. First, due to the short notice we did not feel there was enough time to go through the procurement process. We also need to keep it transparent, while trying to control

the money collected and keeping it local. That is why he recommended going with the Chamber.

Commissioner Pederson said he was cautiously optimistic. In the best years, the Partnership made good money on this event. He remembers seeing an article in the newspaper that said they paid one hundred and seventy thousand dollars to local nonprofit groups on top of their profits. This is good for the community, and we will make money on this. **CM Minner** pointed out that they squeezed this pretty tight. When he recommended a half a million dollar expenditure to get this deal done by the general fund he was very hopeful that all bases were covered. We are farming out the alcohol sales and hopefully they cover each other. Remember this was new to him. He has raised and lowered electric rates a thousand times, but he has never overseen Bikefest. He was comfortable with having our bases covered. They can rest assured it will be calculated. The 2019 Bikefest had the best numbers that the Partnership revealed, which was sent to the Commission on Friday. The net alcohol sales minus beverage purchases were in excess of three hundred thousand dollars. The net bottom line was somewhere around two hundred thousand dollars for the Partnership in 2019. Based on the 2019 performance, he was confident that exposure would be minimal to none. We will break even and we may even be a little bit in the black. They will be counting and watching. **Commissioner Reisman** remarked that he wants to be cautious on the number of alcohol booths. We talked about having six or seven. He does not want to go over that because there are twelve downtown businesses counting on this event as revenue.

Mayor Burry asked if there were any other comments. 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.

10. Resolution of the City Commission of the City of Leesburg, Florida authorizing the reimbursement of legal expenses in the amount of \$420.00 to Commissioner Allyson Berry regarding an ethics complaint; and providing an effective date.

ADOPTED RESOLUTION 11,780

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 Connell seconded the motion.

Mayor Burry said he pulled this item to get it out in the light. When he saw this, he immediately called the city manager to find out more about ethics complaints since we had not had any up until now. **CM Minner** clarified the more accurate statement is that no sitting commissioner, since he has been city manager, has received an ethics complaint. **Mayor Burry** stated that since this is relatively new, he wanted to clearly state his position. In the packet on page 209, it states there were no findings by the state. Therefore, because there were no findings, he wanted to make sure our commissioner was compensated. In the future, should there be findings on an issue, he would not support paying attorney's fees. He wanted to make that clear. **Commissioner Reisman** agreed. **Mayor Burry** wanted to go on

record saying how he felt about it.

Dr. Erika Jasper stated she filed the ethics complaint. She provided a packet of information to each commissioner. The packet included the housing documents from the initial application and the one that was modified. She filed the complaint on September 26th because she received a call from Commissioner Berry. She was irate and upset about her passing out material to the community. She briefly told her she would call her back since she was at work. Commissioner Berry aggressively called back while she was at work. She questioned her authority and wanted to know who gave her the authority to pass out packets. She later threatened her and told her to no longer pass out information within the community, district one. She lives in district one, she is a citizen of district one, and a taxpayer. At that time, she was still on the CRA board, so she was doing her due diligence by bringing awareness of the program to the citizens while making sure they qualified for the program. She was trying to support and be supportive of the citizens in Leesburg. She filed the complaint because we are not supposed to talk or have conversations outside the CRA board concerning matters that were agenda items. She asked if she could call her back, but she was aggressive and threatened her. That is why she filed the complaint. She also included the call log that showed the date and times. It also showed when the changes were made to the application process, which did not go back to the CRA. There was a violation made between the old and the new because it did not go back before the CRA. She downloaded the packet that the commission approved from the city's website on June 12th. It was approved for dispersement throughout the community. It then came back because Commissioner Pederson wanted to add a lien. The new packet which is being distributed to the community imposes a ten percent fee or a five-year commitment. Those changes were made without coming back to the CRA board for approval. She knows that for a fact because she sat on the CRA board. Even though she was exonerated, that does not excuse the fact that she was aggressive and that she threatened her. She took it upon herself to file the complaint because she knew it was unethical to make the changes to the packet without prior approval of the CRA board.

Mayor Burry stated he understood. He read through the complaint and all the information. He read the comments from the ethics board, where it stated "the allegations in paragraphs three through five do not support an investigation under Section 112.3136 of the Florida Statutes because the complaint does not substantially allege in a factual non-conclusory manner that the respondent corruptly used or attempted to use her public position or resources within her public trust or that she corruptly performed her official duties in order to benefit herself or another person". He could go on, but that was the position of the ethics board. **Ms. Jasper** said she wanted to give her reasons. **CM Minner** added before voting on this item, he wanted to make sure the i's were dotted and the t's were crossed. Dr. Jasper mentioned that the CRA board should have approved the modifications and that was not correct. After the home program was initially created, they decided to revise it to contemplate inspections, terms and liens. As we got into reviewing it, we found some places that needed to be nipped and tucked. This home program is a citywide program. It is a program that the city commission approved to blanket the entire city. The only difference is that the funding for FY 24 will come from the CRA fund. The program was done by the city commission to cover the whole community, and it is being funded by the CRA. It is a city-wide program which can be changed and modified by the city commission. As far as funding, it can come from the CRA or general fund. It is wherever the commission chooses to fund it from. The program was modified correctly.

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 resolution.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND 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)**

ADOPTED ORDINANCE 24-03

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

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

Mayor Burry requested comments from the Commission and the audience.

Mayor Burry asked the city attorney if he would handle the swearing in. **CA Watson** asked for anyone in attendance wishing to provide testimony on any item under 6.A or 6.B to stand. He swore them in.

Planning and Zoning Director (PZD) Miller stated this was the second reading for the Tierra Vista, Planned Unit Development (PUD) rezoning. It consists of approximately one hundred and thirty-five acres. This is a rezoning only, there is no annexation or comp plan. The request is to go from City RE-1 Estate Density Residential to a PUD Planned Unit Development. It is located just south of the Turnpike on the east side of County Road 33. It is immediately north of the Battaglia subdivision, which was approved a few months ago. The specific request would allow for three hundred and seventy-one detached single-family homes on one hundred and thirty-five acres. That gives a gross density of two-point-seven-four units per acre. Under the PUD rezoning, it would be single-family residential. There will be no townhouses, apartments, duplexes/triplexes, or commercial. There is a minimum of two hundred and seventy-six fifty-foot lots with a minimum of sixteen hundred square foot house size. There will be ninety-five sixty-foot lots with a minimum of seventeen hundred square foot house size. All lots will have a twenty-five-foot setback, gutter requirements, dark sky lighting, and two trees in each yard. It includes the architectural standards and two car garages. This is a pretty standard PUD. Ben Snyder from Hanover Land Company was in attendance for any questions.

Ben Snyder of Hanover Land Company said he had a presentation. The only reason for the presentation was to show how they shifted a couple lots around and a pond due to some updated Geotech data they received since first reading, but the plan is substantially similar. There are sixty-foot lots on the outside and fifty-foot lots on the inside. It will be just as they did with Battaglia. They had to move a retention

pond around, which caused them to shift some lots around. **Mayor Burry** asked about noise abatement. Could they include something, so the residents are informed about the possibility of noise from the Turnpike. **PZD Miller** answered there would be a fifty-foot buffer along the Turnpike. He asked if the commission would like them to add any additional plantings? **Mayor Burry** wanted to make sure the residents who purchase there are aware that the city was of the position that if they purchase land next to the Turnpike, the city is not responsible for sound barrier walls. He does not want them coming back ten years from now asking the city to do something. **PZD Miller** suggested adding a clause to the PUD. **Mr. Snyder** stated they could have a disclosure in the Homeowners Association Covenants, Conditions and Restrictions. **Mayor Burry** agreed a disclosure would be good, so when they sign they know what they are getting into. He wants them to know ahead of time what they are buying. **PZD Miller** stated that would be added. **Commissioner Pederson** remarked that was a great point.

Commissioner Reisman mentioned he knows Village Palms is putting in fountains and for any future PUDs, could they add in a requirement for fountains to help with esthetics, health, mosquitoes, and allergies? **PZD Miller** said they have had some conversations about that, but it depends on the design. City staff is in favor of having each wet pond aerated. However, they do not know whether it will be wet or dry until the engineering is finished. If it pleases the commission, staff will add in wording that says wet ponds must be aerated. **Commissioner Reisman** agreed and asked that it be put in all future PUD's. **PZD Miller** wanted to clarify that he was referring to a spray-up fountain type of decorative feature. **Mayor Burry** agreed. He asked if there were any public comments. There were none.

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 adopted the ordinance.

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282(a)(1) PDO five-acre minimum, to the existing C-1 (Neighborhood Commercial) zoning, on approximately 0.34 +/- acres, to allow for a triplex use on a property generally located north of West Main Street and west of Harold Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (2512 W Main Triplex PDO)**

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

Mayor Burry asked if there were any questions for staff. There were none. He stated this item would lay over until the February 12th meeting.

- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 464 +/- acres; and being generally located west of County Road 33, south of Florida's Turnpike, and east of**

County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (ANNX Banning Ranch PH III and IV)

Mayor Burry informed the public that this item has been pulled from the agenda because this property has already been annexed into the city.

- 3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 464 +/- acres from City of Leesburg Neighborhood Mixed Use to City of Leesburg Estate Residential, for a property generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (LSCP Banning Ranch PH III and IV)**

Commissioner Reisman introduced ordinances 6.B.3 and 6.B.4 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry asked the planning and zoning director to provide some information on this item. **PZD Miller** stated this request was for a large-scale comprehensive plan and rezoning. It is four hundred and sixty-four acres. It is located on the west side of County Road 33, south of the Florida Turnpike and east of County Road 48. The proposal is for four hundred and sixty-four acres and this site is mostly undeveloped. The comprehensive plan is large-scale, it has to be transmitted to the Department of Commerce. It will go from Neighborhood Mixed Use to Estate Residential and both allow for four units per acre maximum. There will be no real change. The rezoning would go from Planned Unit Development to Planned Unit Development. The specific request is for a PUD of five hundred and thirty detached single family lots, which renders a density of about one point one five gross units per acre. There will be a significant amount of wetlands and open space preserved. It will only be detached single family residential. There will be no industrial, sales or tattoo parlors, none of those things. This is strictly a single family development. There will be a mix of fifty, sixty, and seventy-foot lots. Three hundred and fifty-eight lots will be fifty-foot, one hundred and eighteen will be sixty-foot, and a minimum of fifty-three will be seventy-foot. Generally, the seventy-foot lots are on the exterior of the property. There is the standard PUD requirements of twenty-five foot setbacks and gutters for any lot that has less than a seven and half foot setback. It includes dark sky lighting, two trees in each yard, architectural standards and two-car garages. There will be additional guest parking in some of the residential areas. They are well over the thirty-five percent for open space. There will be two access points; one is contiguous to the property on the west and the other is contiguous to the property on the east. There are two and a half acres of recreational requirements, including a dog park and a fenced playground. There are other recreational amenities shown in the conceptual plan. This property is currently a Banning Ranch property. Phases one and two have two hundred and seventy-eight units. This would be phases three and four, which have five hundred and thirty units. If the math is correct, there will be around eight hundred and eight total units. The previous Banning Ranch project was closer to nineteen hundred units, which

was much bigger and more dense in terms of the number of units. This reduces the number of units. When the next two properties to the west eventually come in, it will create an ability to connect between County Road 33 and County Road 48 and that will be good for access and transportation. It is also important for our utilities because water needs to flow in a circular path rather than being stopped. There are some advantages, but it depends on when the other two properties to the west come in. There have been early discussions on those properties, but nothing in writing. Mike Rankin of the Land Planning Group out of Mount Dora was in attendance and available to answer any questions. **Mayor Burry** inquired about The Villages. We annexed The Villages of West Lake off of County Road 48, so as we move across Banning Ranch towards County Road 48, where is The Villages property? Is it south or north? **PZD Miller** answered he believed it was directly across the road. **CM Minner** agreed. **Mayor Burry** thought it was on this side. **PZD Miller** said this is on the east side of County Road 48 and The Villages is on the west. Eventually, with transportation and connection points, being these are county roads, both applicants will work with Lake County. It is usually whoever gets there first, they get to decide where the access points go. At this point, we do not know who will be there first.

Michael Rankin of Land Planning Group said he there serving as the representative for the applicant. As this was the first reading, he wanted to yield his time until the second reading. He would answer any specific questions. **Mayor Burry** asked for any public comments.

Nadia Crispin of 2801 Hammock Grove Road, Groveland said she lives right next to the subject property. Her community does not want this development. They spoke with the previous owner, and he did not want it to be developed. There was an environmentalist that came down the road, he was trying to make his way to Banning Ranch. He was hired to investigate the property, and he said the property is about forty percent wetland. He said they should avoid this property and not build. She had concerns about flooding because the water that connects to this property goes around to them. The environmentalist told them flooding was a concern. Besides that, it will connect to County Road 33 and there will be five hundred and thirty single family homes. There will be more than five hundred and thirty residents when this is built. County Road 33 has more fatal car crashes every year. Last year alone there were eleven fatal car crashes and three people died in the last crash. It was said at the last meeting that the city does not have control over County Road 33, because it is a county road. They would be approving a development knowing there could be thousands of more cars on that road and the chances will increase for more fatalities. That is not fair to anyone that lives in that area and no one wants this development.

Commissioner Reisman made a motion to transmit the information to the state for review and Commissioner Pederson 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 to transmit to the state.

Mayor Burry stated the second reading is tentatively scheduled for March 11th. It all depends on when we receive the State's response.

4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 464 +/- acres from City of Leesburg PUD (Planning Unit

Development) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located west of County Road 33, south of Florida's Turnpike, and east of County Road 48, lying in Sections 32 and 33, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (PUD Banning Ranch PH III and IV)

- 5. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 15.34 +/- acres; and being generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (River Fox Commons ANNX)**

Commissioner Reisman introduced the ordinances 6.B.5, 6.B.6, and 6.B.7 to be read by title only. CC Purvis read the ordinances by title only.

PZD Miller stated this was for the River Fox Commons. It is an annexation, small scale comprehensive plan, and rezoning. It is approximately fifteen point three four acres. It is generally located east of Montclair Road and south of Colonial Street at the end of Gregory Street, which is off Montclair Road. The overall proposal would take it from Lake County Urban High Density to City of Leesburg Low Density. The rezoning would go from Lake County Urban Residential to City of Leesburg PUD. It would allow for a ninety-two unit apartment complex which is being proposed as a senior living complex. Under the density allowed in Lake County right now, it is six units per acre and under the density shown on this PUD it would be five-point-nine-nine, which equals six units per acre. It would create the same level of density, but in two buildings instead of buildings being spread out across the entire property. This is a standard planned unit development and anything not specifically called out in the permitted uses is not permitted, including internet cafés, tattoo parlors and those types of things, town homes. This is an apartment complex, a multifamily complex. It will include twenty-five foot perimeter buffers and more than thirty-five percent open space. There is a one hundred foot setback on the front and on each side and fifty on the rear. Regarding the sizes of the apartments, they are planning on one, two, and three bedrooms, which equate to seven hundred, eight hundred, and nine hundred square foot apartments. That is what we have used previously in our apartment complexes. There is a six-foot PVC fence required along the north, south, and east. There was additional work with Lake County to secure an additional access point to the north. It is not required by code, but they went ahead and asked for that which would be emergency access that meets Colonial Street. All the rest is standard PUD language. If you look at the site plan, it appears that when the property is developed they either have the choice of doing straight single family residential, which covers all the property, or concentrating on these two buildings and having the larger open space and wooded areas that include the fence. **Mayor Burry** said this property has some significant wetlands. **PZD Miller** agreed there are some significant wetlands which are being preserved. **Mayor Burry** pointed out that he took the opportunity to go out and drive through this area. After turning off Main Street onto Montclair, he was not sure about the suspension on his car. He then turned on to Gregory and that road was no better. These are county roads, and they are not kept by Leesburg. These roads are not sufficient for this type of project. **PZD Miller** stated within the PUD there

is wording that supports whatever Lake County requires to be done on the roads. If Lake County says the roads need to be upgraded or a turn lane, traffic signal, or stop sign needs to be done, whatever Lake County says the PUD is designed to automatically back up what they say. Everyone in the county pays for roads. It does not matter where you live. We are strong supporters of any roadway improvements that Lake County requires. He would make a call to the county if needed. **Mayor Burry** mentioned right now we do not know if Lake County will require an upgrade on Gregory Street. **PZD Miller** agreed. At this point, we do not know. He could try to reach out to them tomorrow. **Mayor Burry** urged everyone to take a ride out there to look at it. **Commissioner Pederson** questioned whether the road was paved. **Mayor Burry** answered yes, it has been paved several times. There was a lot of repaving done and potholes, especially on Montclair Road. **Commissioner Pederson** inquired if the developer was willing to make road improvements in some form of fashion. **PZD Miller** replied that developers typically do not want to spend any more than they have to. If the county requires road work to be done, they will do it. **Mayor Burry** pointed out that before he could render any type of opinion, the roads need to be looked at. That is pretty important. **PZD Miller** remarked that he would contact them because right now we have not heard anything specific. **Commissioner Pederson** wanted to know if these apartments would be market rent or subsidized? **PZD Miller** responded he was unsure, but it would be senior living. By implying it is senior living, it could be market rent or government assistance. The staff has no ability to regulate that. **Mayor Burry** stated the PUD regulates that there will be no single family, duplexes/triplexes or town homes. The only thing they are approving is some type of apartment development. **PZD Miller** agreed. This is being proposed as senior living, which generally reduces the number of trips made because seniors tend to drive a little bit less. Instead of the standard nine-point-six trips per day, it cuts down the number of trips that leave. **Mayor Burry** stated the second reading is scheduled for February 26th.

Stephen Bien of Soho Housing Partners, LLC, said they are part of the Paces Foundation and they are the developers. There were a couple of corrections he wanted to make. They have made efforts to go beyond Gregory. There is an easement with the landowner to the north, which is west of Colonial. They have an agreement with the landowner for an access easement to Colonial. **Mayor Burry** asked if that was across the trail? **Mr. Bien** answered no, it would not go across the trail because it dead ends before the trail. They added an extra access point and, understanding the circumstances of the road at Gregory, they would be amendable with Gregory access even if it were just for emergency access. They like to have ingress/egress on two sides for emergency purposes. If they are required to do it, they would improve the road where necessary. The staff has done a wonderful job working with them. This will be for seniors, and there will be one or two-bedroom apartments. They have built several senior properties in the southeast. They have six in the State of Florida in Pensacola, Panama City, and similar communities to Leesburg. The average household age in these developments is around seventy-two. That is what they have experienced. Typically, the vehicular traffic from these developments is for the necessities of the household. They will not see the average traffic here like they see in multifamily developments. The desire is to blend with the surrounding neighborhood. They tried to make this a very low density development. There are ninety units on fifteen-point-three-four acres. That is extremely low. They will maintain the enormous natural buffers because the property has heavy tree lines. They try to be as friendly as possible to the neighbors by being good stewards in the community. In trying to gain access, it was their attempt to make sure if there was push back or concerns about Gregory or Deborah, they would have a third point of access that would be amendable with fewer obstructions. **Mayor Burry** wanted to know if they could have access to Deborah. **Mr. Bien** responded that was an alternative thought. They decided to go with Colonial if that was the county's desire. That would be their desired location for the access point. There is a foot of road, and it would be easier to traverse in and out. **PZD Miller** stated they would get with Lake County and go more in depth on this. The site plan shows how the layout is pushed up to the north side of the property and that is a tremendous amount of savings. That was the point.

Mayor Burry asked for any other comments. There were none. He stated these items will lay over until February 26th.

6. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 15.34 +/- acres from Lake County Urban High Density to City of Leesburg Low Density Residential, for a property generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (River Fox Commons SSCP)**
7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 15.34 +/- acres from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for residential uses for a property generally located east of Montclair Road and south of Colonial Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (River Fox Commons 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:

CA Watson commented that the special magistrate had made a recommendation for the Sunnyside Lake Land Holding case against the city as a result of the recommendation made by the commission. On behalf of Brionez + Brionez, the attorneys representing the city in this case, they are requesting a closed session meeting be held on February 12th following the regularly scheduled City Commission meeting. There they will discuss the settlement negotiations and strategy session related to the litigation expenditures, coming on the heels of the recommendation from the special magistrate. He believed Mark and Stephanie Brionez would both attend the February 12th meeting. **Mayor Burry** asked if that date was good for everyone. Everyone agreed it would work.

9. CITY MANAGER ITEMS:

CM Minner asked the city attorney if he was going to contact Brionez + Brionez or did he want him to

send an email confirming the date. **CA Watson** said he would reach out to them about this. **CM Minner** mentioned over the last few weeks he has sent out various emails to the commission. He wanted to make sure they were receiving and reading them. On most issues they were already up to speed. There was an email that discussed Bikefest and an email that provided an update about Pine Street. More importantly, he wanted to make sure they received his email about House Bill 1277. The state legislature is back at it again this year with utilities and House Bill 1227 now has a senate sponsor. He sent out a memo about two weeks ago that came from our utility rating companies. It was a good memo that talked very positively about our utility management and the re-rating of our water, sewer, and gas bonds. He also sent an email getting them up to speed on the city manager evaluation process, and the commission agreed to do so in August. Also, with the Sunnyside issue, the recommended order was sent by email. It provides the details of that order. This case is still covered by Sunshine, so he would not say anything out loud, but it is in their mailbox. **Commissioner Pederson** said he knows the city hired an attorney/lobbyist on behalf of our utilities last year. He wanted to make sure the city was doing that again. **CM Minner** replied that the city still has them on retainer. **Commissioner Pederson** asked about FMPA and if they were doing equal or more this year with their lobbying efforts? **CM Minner** answered FMPA really lobbies and stays up to speed on this through Jodi Seigel, the general counsel. However, most of our lobbying efforts come out of FMEA, and we are back at it again, just like last year. There is constant feedback with Ryan Matthews. **Mayor Burry** added at the FMPA meeting, it was stated this has a companion Senate Bill now. Where before, it was just a House Bill.

10. ROLL CALL:

Commissioner Reisman had nothing to comment on.

Commissioner Connell had no comment.

Commissioner Berry gave kudos to the Gas Director, Robert Thilmony and his group, including Cory Proctor and Kevin Wolgamott. They did a great job carrying out a duty for one of the city's residents. She received great reviews, and they went beyond the call of duty. She also gave kudos to Fire Chief, Joe Mera and his group at Fire Station 62 for their prompt response and ability to be there due to a concern this past week. She thanked them all for their service.

Commissioner Pederson had no comment.

Mayor Burry thanked everyone who came out for the Martin Luther King Parade. There was a nice group and they had a good time. He especially wanted to thank the City of Leesburg and everyone who was involved with the ceremony yesterday. It was eighty years to the day, during World War II, that Staff Sergeant Hall was shot down and killed over France. His body went missing for about seventy-nine years. They finally identified his body, and he was brought home yesterday. Many people were on Facebook inquiring about the jets flying over. That was part of his ceremony. There were roughly three hundred people in attendance. **CM Minner** agreed it was a good crowd. **Mayor Burry** said the city did a wonderful job bringing him home. He was pleased with the showing by the city.

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 6:33 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.a.

Meeting Date: February 12, 2024

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Building Permits, Police Forfeiture, Fire Impact Fees, Discretionary Sales Tax and Fleet Services Funds for the carryovers from fiscal year 2022-23; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the fiscal year 2023-24 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Building Permits, Police Forfeiture, Fire Impact Fees, Discretionary Sales Tax and Fleet Services Funds for the carryovers from fiscal year 2022-23.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

The budget adjustment includes purchase orders that were issued prior to September 30, 2023, and the amounts were not included in the original budget for 2023-24, as well as projects not completed in last fiscal year.

General Fund	Amount	Funding Source
American Rescue Plan-Administration	\$ 18,115	Fund Balance (ARPA)
American Rescue Plan Grant- West CDC	215,000	Fund Balance (ARPA)
Downtown Historic Bldg. Rehabilitation Grants	750,000	Fund Balance
CURE Vouchers	36,400	Fund Balance
Software Review Program (IT)	10,000	Fund Balance
Fire Hoses for Trucks (Fire)	22,858	Fund Balance
Bunker Gear (Fire)	15,613	Fund Balance
Air Cart (Fire)	231,804	Federal Grant, Disc. Sales Tax, Fire Impact Fees

Fire Marshal Washer Extractor (Fire)	13,836	State Grant, Disc. Sales Tax, Fund Balance
E Main St. Pedestrian Crossing Eng. (PW Streets)	1,875	Fund Balance
Downtown Parking Study (PW Streets)	8,950	Fund Balance
Pavement Marking/Striping (PW Streets)	7,810	Fund Balance
Weatherization of City Hall (PW Facilities)	53,874	Fund Balance
Update Comprehensive Plan (Planning & Zoning)	86,838	Fund Balance
Demolition (Housing)	<u>24,309</u>	Fund Balance
Total General Fund	\$1,497,282	
Stormwater Fund	Amount	Funding Source
Loan Oak & Main Drainage Improvements	\$ 49,848	Fund Balance
Flamingo & Crest Ave Improvements	101,647	Fund Balance
Flamingo & Warehouse Dr Improvements	219,528	Fund Balance
Lake Robinhood Improvements	276,690	Fund Balance
PO Boys Project N off 44	247,013	Fund Balance
Lake Hollywood Design	100,000	Fund Balance
Center Street Improvements	37,047	Lake County Water Authority Grant
Off Road Utility Vehicle	<u>20,000</u>	Fund Balance
Total Stormwater Fund	\$1,051,773	
GLCRA Fund	Amount	Funding Source
Home Rehab Program	\$ 2,317	Fund Balance
FSL Grant Program	<u>70,950</u>	Fund Balance
Total GLCRA Fund	\$73,267	
Carver Heights CRA Fund	Amount	Funding Source
Home Rehab Grant	\$ 87,113	Fund Balance
Replace Fence at Mispah & Simmons	<u>47,500</u>	Fund Balance
Total Carver Heights CRA Fund	\$134,613	
Highway 441/27 CRA Fund	Amount	Funding Source
Home Rehab Grant	\$ 41,100	Fund Balance
FSL Grant Program	<u>100,136</u>	Fund Balance
Total Highway 441/27 CRA Fund	\$141,236	
Capital Projects Fund	Amount	Funding Source
Market St. Design	\$ 321,374	Fund Balance(GLCRA)
Pine St. Improvements	2,863,983	Fund Balance (ARPA)
Partnership/Arts Building Improvements	243,416	Fund Balance (Trans. Solid Waste)
Rails to Trails	105,868	Fund Balance
Marina Expansion	1,948,461	Fund Balance (ARPA)
Pat Thomas Rehab	14,276	Fund Balance (General Fund & Trans. Solid Waste)
Susan Street Improvements	3,903,759	Fund Balance (Lk. County TDC Grant, ARPA)

Unallocated Capital Funds	<u>2,759,794</u>	Fund Balance (ARPA, Interest, General Fund, Disc. Sales Tax)
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Total Capital Projects Fund	\$12,160,931	
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Electric Fund	Amount	Funding Source
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East Substation Transformer Repair	\$ <u>6,320</u>	Fund Balance
Total Electric Fund	\$ <u>6,320</u>	

Gas Fund	Amount	Funding Source
Lake Denham	\$ 1,058	Developer Contributed
Bradford Ridge	13,749	Developer Contributed
Liberty Preserve Radio Road	52,121	Developer Contributed
Lake Griffin Preserve	66,251	Developer Contributed
Leesburg Landing	67,561	Developer Contributed
Bentley Ridge	70,324	Fund Balance
Hu's Landing Apartments	25,463	Developer Contributed
Lake Griffin Reserve	94,141	Developer Contributed
Tara Oaks (Phase 1A & 1C)	246,828	Developer Contributed
Venetian Isle Project	39,600	Fund Balance
Eagletail Landing (Phase 1, 2 & Services)	220,111	Developer Contributed
Silver Lake Pointe	229,865	Developer Contributed
Fox Pointe	47,731	Developer Contributed
Ice Machine	7,000	Fund Balance
Replace AC Unit	<u>8,300</u>	Fund Balance
Total Gas Fund	\$1,190,103	

Water Fund	Amount	Funding Source
Consumptive Use Permit Wetlands Monitoring	\$ 64,141	Fund Balance
Legacy Well Barrell Rewind	102,659	Fund Balance
Lead Study	16,035	Fund Balance
Hwy 441 Perkins to SR 44	164,804	Fund Balance (R&R)
Treadway School Rd Water Main Extension	506,619	Fund Balance
Hwy 27 Main Upgrade (Middlesex to CR 48)	3,001,651	Fund Balance (CR & R&R)
Hwy 27 Main Upgrade Eng. (CR 48 to Windsong Oak Dr.)	83,946	Fund Balance (R&R)
Walmart LOOP- Thomas to 441	46,359	Fund Balance
Troon Creek 2, LLC Developers	117,919	Fund Balance
Highland Lakes Water Tank	2,026,402	Fund Balance (CR, R&R, Impact Fees)
Flouridation Project	<u>68,423</u>	Fund Balance
Total Water Fund	\$6,198,958	

Wastewater Fund	Amount	Funding Source
Turnpike WWRF Breaker Repair	\$ 9,040	Fund Balance
Replace Fuel Tank Lift Station #6	17,892	Fund Balance
Hwy 441- Perkins to SR 44	205,820	Fund Balance (R&R)
Venetian Isle System Upgrades	35,396	Fund Balance (Impact Fees & R&R)
Lift Station Control Panels	43,829	Fund Balance (R&R)

Lift Station 50 Generator	92,400	Fund Balance (R&R)
Forcemain S. 27 (Royal Highlands to Turnpike)	1,631,531	Fund Balance (R&R)
Hall Circle Vault Box	4,800	Fund Balance (R&R)
Lift Station 72	1,097,733	Fund Balance (R&R)
Lift Station Generators (4)	163,485	Federal Grant
Reactivated Sludge Pump 3	8,770	Fund Balance (R&R)
Turnpike Plant Expansion #2	<u>41,567,176</u>	Fund Balance (Impact Fees, Bond Proceeds R&R, CR)
Total Wastewater Fund	\$44,877,872	

Airport Fund	Amount	Funding Source
Customs Equipment	\$ 59,813	Fund Balance
Hangar Design	9,520	Fund Balance
Hangar Building Taxiway	2,984,262	State Grant & Fund Balance
Farm Fuel Replacement Design	111,936	State Grant & Fund Balance
Farm Fuel Replacement Construction	1,375,000	State Grant & Fund Balance
Develop New Wildlife Hazard Assessment	61,000	State, Federal Grant & Fund Balance
Taxiway Reconstruction Design	217,360	Federal Grant & Fund Balance
Infrastructure Design N. Veteran's Blvd	8,070	Fund Balance
8703 Airport Blvd. Septic to Sewer	36,625	Fund Balance
Runway Remark/Restripe	<u>44,763</u>	Fund Balance
Total Airport Fund	\$4,908,349	

Building Services Fund	Amount	Funding Source
New Software	<u>\$117,478</u>	Fund Balance
Total Building Services Fund	\$117,478	

Police Forfeiture Fund	Amount	Funding Source
Side Arm Guns (Police)	<u>\$36,571</u>	Fund Balance
Total Police Forfeiture Fund	\$36,571	

Fire Impact Fees Fund	Amount	Funding Source
Transfer to General Fund - Fire Air Cart	<u>\$47,949</u>	Fund Balance
Total Fire Impact Fees Fund	\$47,949	

Discretionary Sales Tax Fund	Amount	Funding Source
Transfer to General Fund - Fire Air Cart	\$70,219	Fund Balance
Transfer to General Fund - Fire Washer Extractor	<u>2,787</u>	Fund Balance
Total Discretionary Sales Tax Fund	\$73,006	

Fleet Services Fund	Amount	Funding Source
Replace Recreation Kubota UTV	\$ 12,000	Fund Balance
Replace Fire Explorer	53,000	Fund Balance
Replace Electric Bucket Truck (2)	769,600	Fund Balance
Replace Water F150 Truck	43,500	Fund Balance

Replace Police New Vehicle Accessories (5)	<u>52,970</u>	Fund Balance
Total Fleet Services Fund	\$931,070	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the fiscal year 2023-24 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Building Permits, Police Forfeiture, Fire Impact Fees, Discretionary Sales Tax and Fleet Services Funds for the carryovers from fiscal year 2022-23; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See Attached

	FY 2024		FY 2024
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	33,428,580	1,497,282	34,925,862
Stormwater	2,321,727	1,051,773	3,373,500
Housing Assistance	143,021	-	143,021
Greater Leesburg CRA	1,019,031	73,267	1,092,298
Carver Heights CRA	756,731	134,613	891,344
Hwy 441/27 CRA	2,324,964	141,236	2,466,200
Debt Service	1,720,523	-	1,720,523
Capital Projects	1,050,000	12,160,931	13,210,931
Electric	89,495,843	6,320	89,502,163
Gas	13,194,647	1,190,103	14,384,750
Water	13,285,439	6,198,958	19,484,397
Wastewater	22,163,574	44,877,872	67,041,446
Solid Waste	5,210,507	-	5,210,507
Airport	5,533,947	4,908,349	10,442,296
Police Pension	2,635,885		2,635,885
Fire Pension	1,856,924		1,856,924
General Employees Pension	3,190,000		3,190,000
Health Insurance	7,975,656		7,975,656
Workers' Compensation	1,256,311	-	1,256,311
Discretionary Sales Tax	3,105,000	73,006	3,178,006
Gas Tax	907,000	-	907,000
Building Permits	1,716,148	117,478	1,833,626
Police Forfeiture	-	36,571	36,571
Police Education Receipts	-	-	-
Fire Impact Fees	-	47,949	47,949
Fleet Services	4,260,432	931,070	5,191,502
Total	218,551,890	73,446,778	291,998,668

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2023-24 BUDGET FOR THE GENERAL, STORMWATER,
GREATER LEESBURG CRA, CARVER CRA, HWY 441/27 CRA, CAPITAL PROJECTS,
ELECTRIC, GAS, WATER, WASTEWATER, AIRPORT, BUILDING PERMITS, POLICE
FORFEITURE, FIRE IMPACT FEES, DISCRETIONARY SALES TAX AND FLEET SERVICES
FUNDS FOR THE CARRYOVERS FROM FISCAL YEAR 2022-23 ; AND PROVIDING AN**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2023-24 on September 25, 2023, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2023-24 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2023-24 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2023-24 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2023-24 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	119,513
Other Financing Sources:	
Transfer from Other Funds	120,955
Fund Balance Appropriated- American Rescue Plan Administration	215,000
Fund Balance Appropriated	1,041,814
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,497,282

PROPOSED APPROPRIATIONS

General Government	1,170,227
Public Safety	284,111
Economic Environment	24,309
Transportation	18,635
TOTAL PROPOSED APPROPRIATIONS	1,497,282

STORMWATER

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	37,047
Other Financing Sources:	
Fund Balance Appropriated	1,014,726
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,051,773

PROPOSED APPROPRIATIONS

Physical Environment	1,051,773
TOTAL PROPOSED APPROPRIATIONS	1,051,773

GREATER LEESBURG CRA

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	73,267
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	73,267

PROPOSED APPROPRIATIONS

Economic Environment	73,267
TOTAL PROPOSED APPROPRIATIONS	73,267

CARVER HEIGHTS CRA**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 134,613

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 134,613**PROPOSED APPROPRIATIONS**

Economic Environment 134,613

TOTAL PROPOSED APPROPRIATIONS 134,613**HWY 441/27 CRA****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 141,236

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 141,236**PROPOSED APPROPRIATIONS**

Economic Environment 141,236

TOTAL PROPOSED APPROPRIATIONS 141,236**CAPITAL PROJECTS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue 6,251,147

Other Financing Sources:

Fund Balance Appropriated- American Rescue Plan Administration 2,774,114

Fund Balance Appropriated 3,135,670

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 12,160,931**PROPOSED APPROPRIATIONS**

General Government 243,416

Transportation 3,185,357

Culture/ Recreation 8,732,158

TOTAL PROPOSED APPROPRIATIONS 12,160,931**ELECTRIC FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 6,320

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 6,320**PROPOSED APPROPRIATIONS**

Physical Environment 6,320

TOTAL PROPOSED APPROPRIATIONS 6,320**GAS FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated-Capital Contributed 1,064,879

Fund Balance Appropriated 125,224

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 1,190,103**PROPOSED APPROPRIATIONS**

Physical Environment 1,190,103

TOTAL PROPOSED APPROPRIATIONS 1,190,103

WATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Impact Fees	877,056
Fund Balance Appropriated- Renewal & Replacement	1,654,151
Fund Balance Appropriated	3,667,751

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	6,198,958
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PROPOSED APPROPRIATIONS

Physical Environment	6,198,958
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TOTAL PROPOSED APPROPRIATIONS	6,198,958
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WASTEWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	163,485
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Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	3,298,886
Fund Balance Appropriated- Impact Fees	1,428,737
Fund Balance Appropriated- Note Proceeds	29,899,500
Fund Balance Appropriated	10,087,264

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	44,877,872
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PROPOSED APPROPRIATIONS

Physical Environment	44,877,872
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TOTAL PROPOSED APPROPRIATIONS	44,877,872
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AIRPORT FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	3,807,429
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Other Financing Sources:

Fund Balance Appropriated	1,100,920
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,908,349
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PROPOSED APPROPRIATIONS

Transportation	4,908,349
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TOTAL PROPOSED APPROPRIATIONS	4,908,349
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POLICE FORFEITURE**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	36,571
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	36,571
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PROPOSED APPROPRIATIONS

Public Safety	36,571
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TOTAL PROPOSED APPROPRIATIONS	36,571
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POLICE IMPACT FEES**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	47,949
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	47,949
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PROPOSED APPROPRIATIONS

Non-Expenditures:

Transfers to Other Funds	47,949
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TOTAL PROPOSED APPROPRIATIONS	47,949
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DISCRETIONARY SALES TAX

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	73,006
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	73,006
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PROPOSED APPROPRIATIONS

Non-Expenditures:

Transfers to Other Funds	73,006
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TOTAL PROPOSED APPROPRIATIONS	73,006
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FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	931,070
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	931,070
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PROPOSED APPROPRIATIONS

General Government	931,070
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TOTAL PROPOSED APPROPRIATIONS	931,070
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BUILDING SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	117,478
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	117,478
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PROPOSED APPROPRIATIONS

Public Safety	117,478
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TOTAL PROPOSED APPROPRIATIONS	117,478
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ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	10,378,621
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Total Estimated Revenues	10,378,621
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Other Financing Sources:

Transfer from Other Funds	120,955
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Fund Balance Appropriated- American Rescue Plan Administration	2,989,114
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Fund Balance Appropriated- Capital Contributed	1,064,879
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Fund Balance Appropriated- Impact Fees	2,305,793
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Fund Balance Appropriated- Note Proceeds	29,899,500
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Fund Balance Appropriated	21,734,879
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Fund Balance Appropriated- Renewal & Replacement	4,953,037
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	73,446,778
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PROPOSED APPROPRIATIONS

Transportation	8,112,341
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Public Safety	438,160
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General Government	2,344,713
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Physical Environment	53,325,026
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Economic Environment	373,425
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Culture/ Recreation	8,732,158
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TOTAL PROPOSED APPROPRIATIONS	73,446,778
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SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 12th day of February 2024.

ATTEST:

Mayor

City Clerk

Rollovers Budget Adjustments Additional Information

Fund:	PO #	Issue Date	Vendor	Description	Amount	Reason
General						
Misc	536992	8/24/2021	GSC	American Rescue Plan Act (ARPA) Administrator	18,115	Funds were awarded to the City, Grants were not paid out in FY 23
Misc				ARPA West Leesburg CDC Grant	215,000	Funds were awarded to the City, Grants were not paid out in FY 23
Misc				Downtown Redevelopment Grant (Transfer from GLCRA, WWT & Electric)	750,000	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
Misc				CURE Vouchers	36,400	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
IT				Software Review Program	10,000	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
Fire	538473	6/23/2023	NAFECO	Fire Hoses for Truck 64	16,794	Funds were not spent in FY23 and was paid out in FY 24 - 1/25/24
Fire	538490	7/12/2023	NAFECO	Fire hose for Combat ready	6,064	Funds were not spent in FY23 and was paid out in FY 24 - 11/13/23
Fire	538551	8/23/2023	Municipal Emergency Services	Bunker Gear	15,613	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
Fire				Air Cart	231,804	Grant was awarded to City, funds were not spent in FY23 and need to be rolled forward to FY24 budget
Fire				Washer Extractor	13,836	Grant was awarded to City, funds were not spent in FY23 and need to be rolled forward to FY24 budget
PW Streets	538504	7/26/2023	Riddle-Newman Engineering	E. Main ST. Pedestrian Crossing Engineering	1,875	Funds were not spent in FY23 and was paid out in FY 24 - 12/12/23
PW Streets	538571	9/5/2023	GAI Consultants	Downtown Parking Study	8,950	Funds were not spent in FY23 and was paid out in FY 24 - 1/18/24
PW Streets	538570	10/5/2023	Lot Lines Striping	Pavement Marking/Striping	7,810	Funds were not spent in FY23 and was paid out in FY 24 - 10/5/23
PW Facilities	538346	4/5/2023	Greg Brown Painting Co.	Weatherization of City Hall	53,874	Funds were not spent in FY23 and was paid out in FY 24 - 12/27/23
Planning & Zoning	538680	10/10/2023	Calvin, Giordano & Associates	Update Comprehensive Plan	86,838	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
Housing				Demolition	24,309	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
Total General Fund					1,497,282	
Stormwater						
				Lone Oak & Main Drainage	49,848	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Flamingo & Crest Ave Improvements	101,647	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Flamingo & Warehouse Dr. Improvements	219,528	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Lake Robinhood Improvements	276,690	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Po Boys Project North of 44	247,013	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Lake Hollywood Design	100,000	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Canal St. Improvements	37,047	Grant was awarded to the City, project was not completed in FY 24
	538744	11/13/2023	Fields Equipment Company	Off Road Utility Vehicle	20,000	Funds were not spent in FY23 and was paid out in FY 24 -12/8/23
Total Stormwater					1,051,773	
Greater Leesburg CRA						
				Home Rehab Grant	2,317	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
				FSL Grant Program	70,950	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
Total Greater Leesburg CRA					73,267	
Carver Heights/ Montclair Area CRA						
				Home Rehab Grant	87,113	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
				Replace Fence at Mispah & Simmons	47,500	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
Total Carver Heights/ Montclair Area CRA					134,613	
Hwy 441/27 CRA						
				Home Rehab Grant	41,100	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
				FSL Grant Program	100,136	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
Total Hwy 441/27 CRA					141,236	
Capital Projects						
	538341	4/4/2023	Wharton Smith	Market St. Design	321,374	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Pine St. Improvements	2,863,983	ARPA Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Partnership/Arts Bldg Improvements	243,416	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
	538260	2/23/2023	Halff Associates	Rails to Trails	105,868	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Marina Expansion	1,948,461	ARPA Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
	538575	9/6/2023	AGH Management	Pat Thomas Rehab	14,276	Project was not completed in FY23 and was paid out in FY 24 -12/5/23
				Susan Street Improvements	3,903,759	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
				Unallocated Capital Funds	2,759,794	ARPA Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
Total Capital Projects					12,160,931	

Rollovers Budget Adjustments Additional Information (cont.)

Fund:	PO #	Issue Date	Description	Amount	Reason
Electric	537551	5/2/2022	East Substation Breaker	6,320	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Total Electric	6,320	
Gas			Lake Denham Developer Contributed Project	1,058	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Bradford Ridge Developer Contributed Project	13,749	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Liberty Preserve Radio Road Developer Contributed Project	52,121	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Lake Griffin Preserve Developer Contributed Project	66,251	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Leesburg Landing Developer Contributed Project	67,561	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Bentley Ridge	70,324	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Hu's Landing Apartments Developer Contributed Project	25,463	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Lake Griffin Reserve Developer Contributed Project	94,141	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Tara Oaks Phase 1A & 1C Developer Contributed Project	246,828	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Venetian Isle	39,600	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Eagletail Landing (Phase I, II & Srvs) Developer Contributed Project	220,111	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Silver Lake Pointe	229,865	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Fox Pointe	47,731	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Ice Machine	7,000	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
	538604	9/27/2023	Desantis Appliance A/C	8,300	Funds were not spent in FY23 and was paid out in FY 24 -10/19/23
			Replace A/C Unit		
			Total Gas	1,190,103	
Water	537675	6/30/2022	Dewberry Engineers	54,131	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
	538040	11/7/2022	SMW Geosciences	10,010	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
	538518	8/4/2023	Ring Power	102,659	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
	538018	10/26/2022	Dewberry Engineers	16,035	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
			Lead Study	164,804	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Hwy 441 Perkins to SR 44	506,619	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Treadway School Rd Water Main Extension	3,001,651	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Hwy 27 Main Upgrade (Middlesex to CR 48)	83,946	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Hwy 27 Main Upgrade (CR 48 to Windsong Oak Dr.)	46,359	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Walmart LOOP (Thomas to 441)	117,919	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Troon Creek 2, LLC Developers	2,026,402	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Highland Lakes Water Tank	68,423	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Water Flouridation Project		
			Total Water	6,198,958	
Wastewater	538602	Mayer	Turnpike WWRF Breaker Repair	9,040	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
	538552	Ring Power	Replace Fuel Tank Lift Station #6	17,892	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
			Highway 441 Perkins to SR 44	205,820	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Venetian Isle System Upgrade	35,396	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Lift Station Control Panels	43,829	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Lift Station 50 Generator	92,400	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Forcemain S. 27 (Royal Highlands to Turnpike)	1,631,531	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Hall Circle Vault Box	4,800	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Lift Station 72	1,097,733	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Lift Station Generators (4)	163,485	Grant was awarded to the City, project was not completed in FY 24
			Reactivated Sludge Pump 3	8,770	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Turnpike Plant Expansion to 6 MGD	41,567,176	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Total Wastewater	44,877,872	

Rollovers Budget Adjustments Additional Information (cont.)

<u>Fund:</u>	<u>PO #</u>	<u>Issue Date</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
Airport					
			Customs Equipment	59,813	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Hangar Design	9,520	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Hangar Bldg. Taxiway	2,984,262	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Farm Fuel Replacement Design	111,936	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Farm Fuel Replacement Construction	1,375,000	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
	537772	8/30/2022	GAI Consultants		
			Dev. New Wildlife Hazard Assessment	61,000	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Taxiway Reconstruction Design	217,360	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Infrastructure Design N. Veteran's Blvd	8,070	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			8703 Airport Blvd. Septic to Sewer	36,625	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Runway Remark/Restripe	44,763	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Total Airport	4,908,349	
Police Forfeiture					
	537182		Dana Safety Supply		
			Side Arm Guns	36,571	Funds were not spent in FY23 and need to be rolled forward to FY24 budget
			Total Police Forfeiture	36,571	
Building Permits					
			New Software	117,478	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Total Building Permits	117,478	
Fire Impact Fees					
			Transfer to General Fund (Air Cart- Fire)	47,949	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Total Fire Impact Fees	47,949	
Discretionary Sales Tax					
			Transfer to General Fund (Air Cart- Fire)	70,219	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Transfer to General Fund (Washer Extractor- Fire)	2,787	Project was not completed in FY23, remaining funds need to be rolled forward to FY24 budget
			Total Discretionary Sales Tax	73,006	
Fleet Services					
	537192	11/1/2021	Ridge Equipment Co., Inc		
	537338	1/4/2022	Alan Jay Fleet Sales		
	537919	10/4/2022	Altec Industries		
	537920	10/4/2022	Altec Industries		
	537943	10/6/2022	Alan Jay Fleet Sales		
	538082	11/17/2022	Global Public Safety, LLC		
			Replace Recreation Kubota	12,000	Vehicle was ordered in FY22 but has not been received in FY23, paid out in FY24 1/2/24
			Replace Fire Explorer	53,000	Vehicle was ordered in FY22 but has not been received in FY23, paid out in FY24 11/7/23
			Replce Electric Bucket Truck	419,600	Truck was ordered in FY22 but has not been received yet, funds need to be rolled forward to FY24
			Replce Electric Bucket Truck	350,000	Truck was ordered in FY22 but has not been received yet, funds need to be rolled forward to FY24
			Replace Water Truck	43,500	Truck was ordered in FY22 but has not been received yet, funds need to be rolled forward to FY24
			Police Cruiser Accessories (5)	52,970	Accessories were ordered in FY22 but has not all been received yet, funds need to be rolled forward to FY 23
			Total Fleet Services	931,070	
			Total Rollover Budget Adjustments	73,446,778	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.b.

Meeting Date: February 12, 2024

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the General, Carver Heights CRA, Gas and Airport Funds for the First Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2023-24 Budget.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

General Fund	Amount	Funding Source
Bikefest Event	\$ 500,000	Misc & Charges for Srvs Revenue
Edward Byrne Grant- 6 tasers (Police)	<u>15,572</u>	Federal Grant
Total General Fund	\$ 515,572	

Carver Heights CRA Fund	Amount	Funding Source
Mispah & Simmons Parking lot & Fence	<u>\$ 164,432</u>	CDBG Federal Grant
Total Carver Heights CRA Fund	\$ 164,432	

Gas Fund	Amount	Funding Source
Hodges Reserve Phase I	<u>\$ 314,362</u>	Developer Contributed
Total Gas Fund	\$ 314,362	

Airport Fund	Amount	Funding Source
Infrastructure Design- N. of Veterans Blvd.	<u>\$ 10,290</u>	Fund Balance
Total Airport Fund	\$ 10,290	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2023-24 budget for the General, Carver Heights CRA, Gas and Airport Funds for the First Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

	FY 2024		FY 2024
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	34,925,862	515,572	35,441,434
Stormwater	3,373,500	-	3,373,500
Housing Assistance	143,021	-	143,021
Greater Leesburg CRA	1,092,298	-	1,092,298
Carver Heights CRA	891,344	164,432	1,055,776
Hwy 441/27 CRA	2,466,200	-	2,466,200
Debt Service	1,720,523	-	1,720,523
Capital Projects	13,210,931	-	13,210,931
Electric	89,502,163	-	89,502,163
Gas	14,384,750	314,362	14,699,112
Water	19,484,397	-	19,484,397
Wastewater	67,041,446	-	67,041,446
Solid Waste	5,210,507	-	5,210,507
Airport	10,442,296	10,290	10,452,586
Police Pension	2,635,885		2,635,885
Fire Pension	1,856,924		1,856,924
General Employees Pension	3,190,000		3,190,000
Health Insurance	7,975,656		7,975,656
Workers' Compensation	1,256,311	-	1,256,311
Discretionary Sales Tax	3,178,006	-	3,178,006
Gas Tax	907,000	-	907,000
Building Permits	1,833,626	-	1,833,626
Police Forfeiture	36,571	-	36,571
Police Education Receipts	-	-	-
Fire Impact Fees	47,949	-	47,949
Fleet Services	5,191,502	-	5,191,502
Total	291,998,668	1,004,656	293,003,324

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2022-23 BUDGET FOR THE GENERAL, CARVER HEIGHTS
CRA, GAS AND AIRPORT FUNDS FOR THE FIRST QUARTER; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2023-24 on September 25, 2023, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2023-24 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2023-24 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2023-24 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2023-24 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	15,572
Charges for Services	285,000
Miscellaneous Revenue	215,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	515,572

PROPOSED APPROPRIATIONS

Public Safety	15,572
Culture/Recreation	500,000
TOTAL PROPOSED APPROPRIATIONS	515,572

CARVER HEIGHTS CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	164,432
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	164,432

PROPOSED APPROPRIATIONS

Economic Environment	164,432
TOTAL PROPOSED APPROPRIATIONS	164,432

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	314,362
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	314,362

PROPOSED APPROPRIATIONS

Physical Environment	314,362
TOTAL PROPOSED APPROPRIATIONS	314,362

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	10,290
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	10,290

PROPOSED APPROPRIATIONS

Transportation	10,290
TOTAL PROPOSED APPROPRIATIONS	10,290

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	180,004
Charges for Services	285,000
Miscellaneous Revenue	215,000
Other Sources	314,362
Total Estimated Revenues	994,366

Other Financing Sources:

Fund Balance Appropriated	10,290
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 1,004,656

PROPOSED APPROPRIATIONS

Public Safety	15,572
Economic Environment	164,432
Physical Environment	314,362
Transportation	10,290
Culture/Recreation	500,000

TOTAL PROPOSED APPROPRIATIONS 1,004,656

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 12th day of February 2024.

Mayor

ATTEST:

City Clerk

1st Quarter Budget Adjustments Additional Information

Fund:	Description	Amount	Reason
General			
Recreation	Bikefest Event	500,000	City Commission approved 12/11/23
Police	Edward Byrne Grant (6 Tasers)	15,572	City Commission approved 10/23/23, Grant was awarded to the City 9/22/23
	Total General Fund	515,572	
Carver Heights CRA			
	Mispah & Simmons- Parking lot and Fence	164,432	City Commission approved 12/11/23, Grant was awarded to the City 8/8/23
	Total Carver Heights CRA	164,432	
Gas			
	Hodges Reserve Phase I- Developer Contributed Project	314,362	City Commission approved 11/13/23, City received check 1/9/24
	Total Gas	314,362	
Airport			
	Infrastructure Design- North of Veteran's Blvd.	10,290	Increase Design funds for this project, Design, bidding services came in higher than budget
	Total Airport	10,290	
	Total 1st Qtr Budget Adjustments	1,004,656	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 12, 2024

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a satisfaction of mortgage for property donated to Gloria Jean Hill at 108 North East Street through the Infill Housing Program; and providing an effective date.

Staff Recommendation:

Authorizing the execution of a satisfaction of mortgage for property donated to Gloria Jean Hill.

Analysis:

As part of the Infill Housing Program, a subordinate mortgage was recorded for a five-year period for the donation of the lot. The five-year period has been met; therefore, a satisfaction of mortgage needs to be executed and recorded to release the subordinate mortgage.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
SATISFACTION OF MORTGAGE FOR PROPERTY DONATED TO GLORIA
JEAN HILL AT 108 NORTH EAST STREET THROUGH THE INFILL
HOUSING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a satisfaction of mortgage for property donated to Gloria Jean Hill at 108 North East 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 12th day of February 2024.

Mayor

ATTEST:

City Clerk

PREPARED BY AND RETURN TO:
William Grant Watson, Esquire
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that, THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, 501 West Meadow Street, Leesburg, Florida 34748, as the owner and holder of that certain Subordinate Mortgage recorded on February 23, 2018 in O.R. Book 5070, Page 8, of the Public Records of Lake County, Florida, against the following described real property in Lake County, Florida:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at the Southwest corner of Lot 7 in Block “F” according to the Plat of Jackson’s Newtown Addition to the City of Leesburg, Florida, recorded in Plat Book 1, Page 26, Public Records of Lake County, Florida, run thence North to the Southeast corner of Lot 8 in Block “F” in the said subdivision; thence run West to the Southwest corner of Lot 9 in Block “F” in the said subdivision; thence run South to a point West of the Point of Beginning; thence run East to the Point of Beginning.

Parcel ID Number: 25-19-24-0001-000-06100

has received full payment and satisfaction of said note and mortgage, and surrenders the same as cancelled and of said Claim of Lien, does hereby acknowledge satisfaction of said Claim of Lien, and hereby directs the Clerk of the Circuit Court and Comptroller to discharge and cancel the same of record.

IN WITNESS WHEREOF, Lienor has set its hand and seal this ____ day of _____, 2023.

THE CITY OF LEESBURG, FLORIDA

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

Attest:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Grant Watson, City Attorney

Printed Name

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, Jr., as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who [] is known to me or [] has produced _____ for identification.

(SEAL)

Notary Public
Commission Expires: _____

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, FEBRUARY 12, 2018**

The City of Leesburg Commission held a regular meeting Monday, February 12, 2018, in the Commission Chambers at City Hall. Mayor Robuck called the meeting to order at 5:32 p.m. with the following members present:

Commissioner John Christian
Commissioner Elise Dennison
Commissioner Bob Bone
Mayor Dan Robuck

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

Commissioner John Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights / Montclair Area Community Redevelopment Agency meeting immediately prior to this meeting.

PROCLAMATIONS: None

PRESENTATIONS: None

CONSENT AGENDA:

Items pulled for discussion:

4.B.4 removed from agenda - Agreement with Matern, Inc.

4.B.5 - Purchase request to purchase materials and labor to install new surface on the City's Splash Pad.

4.B.7 - Purchase request by the Information Technology Department to purchase of desktop and laptop computers for the annual replacement.

4.C.4 - Lease with The Last House on the Block of Lake County, Inc.

4.C.6 - Contract for sale of property, 1205 Pamela Street, to the Leesburg Community Development Corporation of Leesburg, Inc.

Commissioner Dennison moved to adopt the Consent Agenda except for items 4.B.4, 4.B.5, 4.B.7, 4.C.4, and 4.C.6 and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Christian	Yes
Commissioner Dennison	Yes
Mayor Robuck	Yes

Four yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Regular meeting held December 11, 2017

Special meeting held January 29, 2018

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

RESOLUTION 10,146

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Allied Universal Corporation for Chlorine Gas Products.

RESOLUTION 10,147

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Participation Agreement with Utility Technicians, Inc. for Lift Station and Manhole Rehabilitation Services.

RESOLUTION 10,148

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Participation Agreement with Vacvision Environmental, LLC for Manhole Rehabilitation Services.

RESOLUTION 10,149

Resolution of the City Commission of the City of Leesburg, Florida Authorizing the Mayor and Clerk to Increase the Gannett Fleming Professional Services Purchasing Authorization to \$41,000.

RESOLUTION 10,150

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a warranty deed in favor of Gloria Hill to convey a City of Leesburg vacant parcel for development of a single family home as part of the In-Fill Housing Program.

RESOLUTION 10,151

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from CCRC Lake Port Square, LLC to the City of Leesburg, Florida for property located at 600 Lake Port Boulevard, Leesburg, FL.

RESOLUTION 10,152

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with the Lake County Supervisor of Elections to provide a Polling Place at the Leesburg Public Library.

RESOLUTION 10,153

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a lease agreement with the Leesburg Chamber of Commerce.

APPROVED PURCHASE REQUEST TO PURCHASE MATERIALS AND LABOR TO INSTALL NEW SURFACE ON THE CITY'S SPLASH PAD

Commissioner Dennison introduced to be read by title only. CC Purvis read as follows:

PURCHASE REQUEST FOR PURCHASE AND INSTALLATION OF
SPLASH PAD SURFACE MATERIAL FROM LIFE FLOOR AND

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

STAR FLOORS FOR NEW SURFACE MATERIAL AT THE CITY'S SPLASH PAD FOR AN AMOUNT OF \$47,901.14.

Commissioner Christian moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Robuck requested comments from the Commission and the audience.

Commissioner Dennison asked if the contractor was paying for the new installation of Splash Pad material, since the original installation was substandard; stating it is a warranty issue.

CM Minner responded no, the issue we have with the contractor is the amount of liability, or lack thereof, he has for providing a surface that we are ultimately not happy with. We have gone through a number of modifications on how to fix it and could not get to a surface that we liked without doing something major. We do think that the contractor lived up to our expectations, but at the end of the day, we are going toward a completely different direction, which is to put a spongy type surface totally over the concrete. This would be a similar surface to what Tavares has and we still have money left in the budget for it.

Commissioner Dennison asked if the City has opened itself up to any liabilities for the injuries that have happened before this was done.

CA Morrison stated that an injury is an injury, and fixing the surface will not make it any worse.

Commissioner Bone asked if we set aside money in the budget for maintenance and replacing equipment for the Splash Pad and the playground itself.

CM Minner stated we have our standard number for maintenance for both and it is one of the top priority maintenance items.

Public Comments:

Carolyn VanDyken stated she served on the Splash Pad committee to review the Splash Pad and the products that would go into the Splash Pad. Splash Pads with concrete are not abnormal, there are concrete Splash Pads all over the United States and they are not slippery because whoever their contractor was did it correctly. In the process of picking out the Splash Pad products, with the contractor in the room, she and another gentlemen stated they 'do not want another Eustis' and the contractor knew exactly what they were talking about. At the time of picking the flooring, Eustis had just had their slip and fall incident. She thinks we had a contractor who did not do what was asked of him. The City should pay for it and then go after the contractor for at least half of the cost.

Commissioner Dennison asked Mrs. VanDyken if she had copies of the minutes that were made during their planning meetings. Mrs. VanDyken responded no.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

CA Morrison stated if there is any notion of going after the contractor the City would need to get someone, who is an expert in that type of concrete finish, to look at what is out there and render an opinion on whether he thinks it is correct or what is wrong with it if it is not. If we just put a finish over it and then go after the contractor, we will have no way to prove that what he did was wrong. The fact that people are falling on it does not necessarily prove anything; you have to show that he did something incorrect or deficient.

Commissioner Bone asked if the new surface was a completely different type of surface from the original.

Recreation Director (RD) Travis Rima brought samples of the Life Floor and passed them around to the Commission. Three by three foot tiles that will replace the top of the current Splash Pad, which will be grinded off.

Commissioner Bone asked if we had anyone, besides the contractor that did the work, look at it to make sure it was done correctly.

Public Works Director (PWD) DC Maudlin stated they made three attempts to correct the concrete. At the time it was initially done, there were a couple of areas that they could tell were not done as well as they wanted them and there were a number of other areas that, to staff inspection looked perfectly fine. For the last three months of operation, there have been mats on top of because that is where kids were slipping. We did not have a different concrete contractor come in but on three different occasions had different finishers come in and say they could do this or that type of coding that would fix this problem.

Commissioner Dennison asked what the warranty on the new material.

RD Rima stated there is a three to five year warranty. Should one of the tiles peel or crack, you just take that particular piece out and replace it, as opposed to redoing the entire surface.

Commissioner Hurley arrived at 5:45 p.m.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Hurley	Yes
Commissioner Dennison	Yes
Commissioner Bone	Yes
Mayor Robuck	Yes

Five yeas, no nays, the Commission approved the purchase request.

APPROVED PURCHASE REQUEST BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE OF DESKTOP AND LAPTOP COMPUTERS

Commissioner Dennison introduced to be read by title only. CC Purvis read as follows:

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

PURCHASE REQUEST BY THE INFORMATION TECHNOLOGY DEPARTMENT FOR THE ANNUAL REPLACE OF DESKTOP AND NOTEBOOK COMPUTERS THROUGH LENOVO FOR A TOTAL AMOUNT OF \$73,940.00 USING THE STATE OF FLORIDA CONTRACT FOR COMPUTER HARDWARE.

Commissioner Bone moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Robuck requested comments from the Commission and the audience.

Commissioner Dennison asked if the Resource Center was paying for the twelve desktops outlined in the request.

CM Minner answered yes.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Dennison	Yes
Commissioner Bone	Yes
Commissioner Christian	Yes
Mayor Robuck	Yes

Five yeas, no nays, the Commission approved the purchase request.

ADOPTED RESOLUTION 10,154 TO EXECUTE A LEASE WITH THE LAST HOUSE ON THE BLOCK OF LAKE COUNTY, INC

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE WITH THE LAST HOUSE ON THE BLOCK OF LAKE COUNTY, INC.; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Hurley seconded the motion.

Mayor Robuck requested comments from the Commission and the audience.

Mayor Robuck asked if the Commission would like to amend the lease so that it does not automatically renew for five years. He stated he does not like seeing the City go out that far.

Commissioner Christian moved to amend the lease agreement to strike the automatic renewal and Commissioner Hurley seconded the motion.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

The roll call vote on the amendment was:

Commissioner Dennison	Yes
Commissioner Bone	Yes
Commissioner Christian	Yes
Commissioner Hurley	Yes
Mayor Robuck	Yes

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

The roll call vote as amended was:

Commissioner Bone	Yes
Commissioner Christian	Yes
Commissioner Hurley	Yes
Commissioner Dennison	Yes
Mayor Robuck	Yes

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

ADOPTED RESOLUTION 10,155 TO EXECUTE A CONTRACT FOR SALE OF PROPERTY TO THE LEESBURG COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INCORPORATED

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR SALE OF PROPERTY LOCATED AT 1205 PAMELA STREET TO THE LEESBURG COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INCORPORATED; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Bone moved to adopt the resolution and Commissioner Dennison seconded the motion.

Mayor Robuck requested comments from the Commission and the audience.

Mayor Robuck asked if this would be an owner occupied home.

Commissioner Christian responded yes, and introduced Frazier Marshall of the CDC.

Mr. Marshall passed out folders to the Commission and stated the CDC is happy to have two new homeowners who have relocated to Leesburg from neighboring cities. The CDC was able to assist the homeowner with contacting a lender to get the best possible rate and pay most of the closing cost. The CDC is asking if the City will consider donating this property to them or lowering the contracted \$5,000 price so they can provide additional assistance to a first time homeowner.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

Mayor Robuck stated that he does not have a problem with donating the property; however, he would like to have a provision in the contract stating that it must be owner occupied within a certain amount of time.

Commissioner Bone stated that the renovations done to the previous properties were very nice and he was glad to see homeowners placed in those homes. However, he believes that this particular neighborhood is one that we should pay closer attention to for redevelopment, because it is an important section of Leesburg. There should be development standards that homeowners should have to meet in those neighborhoods.

Mayor Robuck stated the CDC already develops the properties and does a very nice job. He is worried about telling other homeowners exactly what or how to build; we already have property maintenance codes in place for that type of thing.

Commissioner Hurley stated that he leans toward what Commissioner Bone is saying that there needs to be something from the residents contributing to lift that neighborhood up and not just putting facilities and programs in place from the City's side.

Commissioner Christian stated that it is not the resident's responsibility to upgrade or redevelop their homes in order to receive sidewalks, streetlights, or curb and gutter in the neighborhoods. That responsibility to provide those basic necessities belongs to the City.

Commissioner Dennison stated she would like to see the City sell the home for \$5,000 and then the purchaser would have skin in the game and not just be given a house.

Commissioner Bone stated he would rather see them use the \$5,000 to do something that will benefit the house and the neighborhood instead of the City getting the \$5,000. He wants the homeowner to have the property for their family. He feels that extra \$5,000 to spend on their house might make their neighbors want to do some upgrading to their homes.

Commissioner Hurley asked who determines how much is invested into the home.

Commissioner Christian stated the CDC goes in and fixes the house to a standard where someone would want to purchase it. The CDC does not use a realtor on any house, as soon as the redevelopment is complete, signs go out and people come knocking interested in buying the homes.

Mayor Robuck asked what the last home sold for and Commissioner Christian responded it was \$62,000.

Commissioner Hurley questioned if the City donated the property could the CDC put in an extra \$5,000 of what they were already going to invest.

Commissioner Christian stated yes and when they finish the house, the Commission will be pleased.

Commissioner Bone stated he has a different vision for the neighborhood and feels that home should be torn down and a \$120,000 home built to bring up the property values in

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

that neighborhood. Yes, the last sale did put someone in that home for \$62,000 but that neighborhood is right across Dixie where we have invested \$500,000 in a community park and another \$500,000 in a Splash Pad.

Mayor Robuck stated there is some agreement to come toward Commissioner Bone as far as the workshops and grant programs, but we need to stay focused on the property at hand.

Commissioner Bone made a motion to waive the \$5,000 fee for the CDC so long as it will be owner occupied and Commissioner Hurley seconded the motion.

Public Comment:

Don Lukich stated the City should sell the home for \$5,000, but tell the homeowner that as they make improvements they will be reimbursed the monies up to \$5,000. He feels that this way the City will get a guarantee for improvements to the property.

Commissioner Hurley stated that at this time we are not donating the property to a specific person, we are donating it to the CDC.

Carolyn VanDyken stated that when she first looked at the property she had no issues, because they were reimbursing the City for the taxes that have already been spent by the City in order to receive the title, which was around \$4,700. She asked if someone is making money from the homes that CDC is selling, realtor fees, broker fees, legal fees, etc. She believes someone is making money off houses that we are just giving away. She stated the elephant in the room is Birchwood Court and she has been told by many people to never drive back there. She thinks it is a shame that she lives in the City of Leesburg where she cannot drive all the streets safely; that needs to be address as well.

Commissioner Christian stated he would need to abstain.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Dennison	No
Commissioner Bone	Yes
Commissioner Christian	Abstain
Mayor Robuck	Yes

Three yeas, one nay, one abstain the Commission approved the resolution.

ADOPTED ORDINANCE 18-03 AMENDING CHAPTER 25, CODE OF ORDINANCES TO ESTABLISH PROVISIONS SUPPORTING THE ARD (AGE RESTRICTED DEVELOPMENT) ZONING DISTRICT

CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,
AMENDING CHAPTER 25 CITY OF LEESBURG CODE OF
ORDINANCES TO ESTABLISH PROVISIONS SUPPORTING THE

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(ARD) AGE RESTRICTED DEVELOPMENT ZONING DISTRICT; AMENDING SECTION 25-73 TO PROVIDE FOR PETITION BY PROPERTY OWNERS; AMENDING SECTION 25-269 (1) ACTIVE DISTRICTS TO ADD AGE RESTRICTED DEVELOPMENT AS AN ACTIVE ZONING DISTRICT; AMENDING SECTION 25-274(c) PLANNED DEVELOPMENT DISTRICT INTENT STATEMENTS TO ADD AN ARD (AGE RESTRICTED DEVELOPMENT) INTENT STATEMENT; ADDING SECTION 25-287A AGE RESTRICTED DEVELOPMENT PROCESS TO ALLOW FOR A DEVELOPMENT REVIEW PROCESS; AMENDING SECTION 25-280 DISTRICT DEVELOPMENT STANDARDS TO ADD LOT DEVELOPMENT STANDARDS; AND PROVIDING FOR AN EFFECTIVE DATE. (Amend Ch. 25 - Create ARD zoning district).

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Robuck requested comments from the Commission and audience. There was none.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Bone	Yes
Commissioner Christian	Yes
Commissioner Hurley	Yes
Mayor Robuck	Yes

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

ADOPTED ORDINANCE 18-04 REZONING APPROXIMATELY 2,631 ACRES FROM CITY PUD TO ARD FOR A PROPERTY GENERALLY LOCATED NEAR THE FLORIDA TURNPIKE AND NORTH AND SOUTH OF COUNTY ROAD 470. (VILLAGES WEST LAKE REZONING)

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 2,631 +/- ACRES FROM CITY PUD (PLANNED UNIT DEVELOPMENT) TO ARD (AGE RESTRICTED DEVELOPMENT) TO ALLOW FOR A MIXED USE COMMUNITY, FOR A PROPERTY GENERALLY LOCATED NEAR THE FLORIDA TURNPIKE AND NORTH AND SOUTH OF COUNTY ROAD 470 AS LEGALLY DESCRIBED IN SECTIONS 06, 07, 08, 09, 16, 17, 20, AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the ordinance and Commissioner Hurley seconded the motion.

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Mayor Robuck requested comments from the Commission and audience. There was none.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Christian	Yes
Commissioner Hurley	Yes
Commissioner Dennison	Yes
Mayor Robuck	Yes

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

ADOPTED ORDINANCE 18-05 EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE VILLAGES LAND COMPANY, LLC. (VILLAGES 163 DEV AGREEMENT)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE VILLAGES LAND COMPANY, LLC, FOR THE PURPOSE OF ADOPTING A DEVELOPMENT AGREEMENT UNDER CHAPTER 163.3220-163.3243, FLORIDA STATUTES, PROVIDING FOR CERTAINTY TO BOTH PARTIES IN TERMS OF CURRENT AND FUTURE DEVELOPMENT PROCESS AND ENTITLEMENTS, SETTING OUT DENSITY, INTENSITY, LAND USES AND PROCESSES TO BE FOLLOWED FOR DEVELOPMENT, CLARIFYING HOW LAND DEVELOPMENT REGULATIONS WILL APPLY, ANTICIPATING AND PLANNING FOR CONTINUED FUTURE DEVELOPMENT, AND ESTABLISHING DESIGN STANDARDS AND PROCESS REQUIREMENTS FOR DEVELOPMENT TAKING PLACE UNDER THE ARD (AGE RESTRICTED DEVELOPMENT) FUTURE LAND USE CATEGORY AND ZONING DISTRICT. (VILLAGES 163 DEV AGREEMENT)

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Robuck requested comments from the Commission and audience. There was none.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Bone	Yes
Commissioner Christian	Yes
Commissioner Hurley	Yes
Mayor Robuck	Yes

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

ADOPTED RESOLUTION 10,156 TO EXECUTE AN AGREEMENT WITH SOUTH SUMTER GAS COMPANY, LLC TO PROVIDE NATURAL GAS SERVICE TO PORTIONS OF THE VILLAGES COMMUNITY LOCATED IN WILDWOOD, FLORIDA.

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA
AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK
TO EXECUTE A NATURAL GAS SYSTEM CONSTRUCTION,
PURCHASE, AND SALE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND SOUTH SUMTER GAS COMPANY, LLC FOR THE
PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS
UNDER WHICH THE CITY OF LEESBURG WILL PROVIDE
NATURAL GAS UTILITY SERVICE TO CERTAIN PORTIONS OF
THE VILLAGES COMMUNITY; AND PROVIDING AN EFFECTIVE
DATE.

Commissioner Hurley moved to adopt the resolution and Commissioner Dennison seconded the motion.

Mayor Robuck requested comments from the Commission and the audience. There was none.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Christian	Yes
Commissioner Hurley	Yes
Commissioner Dennison	Yes
Mayor Robuck	Yes

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

FIRST READING OF AN ORDINANCE CREATING SECTION 22-250 OF THE CODE OF ORDINANCE, SETTING FORTH RATE PARAMETERS FOR PROVIDING NATURAL GAS WITHIN THE VILLAGES SERVICE AREA.

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,
CREATING SECTION 22-250 OF THE CODE OF ORDINANCES,
SETTING FORTH RATE PARAMETERS FOR PROVIDING
NATURAL GAS SERVICE WITHIN THE VILLAGES SERVICE
AREA, PROVIDING FOR THE APPLICABILITY OF THIS
ORDINANCE, DEFINING THE VILLAGES SERVICE AREA,

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REPEALING ORDINANCES IN DIRECT CONFLICT, PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Mayor Robuck requested comments from the Commission and the audience. There was none.

ADOPTED ORDINANCE 18-06 AMENDING THE CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND, AMENDING SECTION 8, DISABILITY.

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 8, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Robuck requested comments from the Commission and audience.

Mayor Robuck stated he does not think defined benefit pension programs are appropriate and **Commissioner Hurley** stated he believes they are.

Commissioner Bone asked where are in competition as far as hiring Police Officers; are there other communities hiring that do not have retirement benefits. **CM Minner** stated that standard operating procedures generally, for Police and Fire, is a pension benefit funded with the state proceeds through insurance premiums. This specific modification is a fix clause from when we increased our pension fund two to three years ago, outside of the existing CBA. When we increased to that three factor, for Police Officers, we still have a cumulative factor in our pension fund. This is for the disability section, so if someone were to become disabled in the line of duty that pension factor should carry over. We collectively negotiated that in this past session for this CBA; it took us this long to process this modification that was agreed to in the CBA. Generally, he would say that our Police Pension Funds, for the Police Department, are slightly below par, meaning other cities are slightly more lucrative. **Commission Bone** asked Mayor Robuck how much more he would be willing to pay to Police Officers as a flat rate salary, if they were not offered a pension. **Mayor Robuck** responded we would have to see what the market would bare, but at least ten percent more, but it has not been able to proceed to a vote. **CM Minner** stated when we approved the CBA we forced ourselves into approving this modification and it came with the PBA asking for a benefit that was one-hundred percent at three percent factor, not just what we negotiated back to the state standard at fifty percent at the three percent factor. On the other hand, he believes that more money, less

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pension benefits would be a hard sell to the Union, but it would be one that would have to be collectively negotiated for the next cycle, which is not until 2021.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Hurley	Yes
Commissioner Dennison	Yes
Commissioner Bone	Yes
Mayor Robuck	No

Four yeas, one nays, the Commission adopted the ordinance.

FIRST READING OF AN ORDINANCE FOR AN AMENDMENT TO THE ISBA BETWEEN LAKE COUNTY AND THE CITY OF HOWEY IN THE HILLS

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY OF HOWEY IN THE HILLS AND LAKE COUNTY, TO INCLUDE LEESBURG AS A JOINDER TO THIS AGREEMENT, REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDNG AN EFFECTIVE DATE.

Mayor Robuck requested comments from the Commission and the audience. There was none.

FIRST READING OF AN ORDINANCE ANNEXING APPROXIMATELY 214 ACRES, GENERALLY LOCATED EAST AND WEST OF U.S. HIGHWAY 27, AND NORTH OF THE FLORIDA TURNPIKE. (LYDEN NICHOLSEN AX)

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 214 ACRES; AND BEING GENERALLY LOCATED ON THE EAST AND WEST SIDES OF U.S. HIGHWAY 27, AND NORTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 01, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 06, TOWNSHIP 21 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; PROVIDNG 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

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PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (Lyden Nicholson AX)

Mayor Robuck requested comments from the Commission and the audience. There was none.

FIRST READING OF AN ORDINANCE AMENDING THE FUTURE LAND USE MAP FOR APPROXIMATELY 214 ACRES FROM LAKE COUNTY URBAN LOW DENSITY, REGIONAL OFFICE AND TRANSITIONAL TO CITY OF LEESBURG GENERAL COMMERCIAL AND LOW DENSITY (LYDEN NICHOLSON LGCP)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 214 ACRES, BEING GENERALLY LOCATED EAST AND WEST OF U.S. HIGHWAY 27, AND NORTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 01, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY, REGIONAL OFFICE AND TRANSITIONAL, TO CITY OF LEESBURG GENERAL COMMERCIAL AND LOW DENSITY; AND PROVIDING AN EFFECTIVE DATE. (Lyden Nicholson LGSP)

Commissioner Bone made a motion to transmit the ordinance to the State for a comprehensive plan approval and Commissioner Dennison seconded the motion.

Mayor Robuck requested comments from the Commission and the audience. There was none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Hurley	Yes
Commissioner Dennison	Yes
Commissioner Bone	Yes
Mayor Robuck	Yes

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

FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY 214 ACRES FROM LAKE COUNTY PUD AND A TO CITY OF LEESBURG PUD (LYDEN NICHOLSON PUD)

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Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 214 ACRES, FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) AND A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR PROPERTY GENERALLY LOCATED EAST AND WEST OF U.S. HIGHWAY 27, AND NORTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 01, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Lyden Nicholson PUD)

Mayor Robuck requested comments from the Commission and the audience. There was none.

INFORMATIONAL REPORTS:

Expected Write-Offs as of Dec 2017

Report of Receipts and Disbursements by Fund Dec 2017

City Manager Contingency Fund as of Dec 2017

CITY ATTORNEY ITEMS: Nothing

CITY MANAGER ITEMS:

CM Minner thanked the Commission for passing the Natural Gas Service Agreement with South Sumer Utility Company and thinks that is one of the most exciting things that we have done to date with The Villages. The Villages opportunity gives the community so much in terms of changing the pattern of how we are growing to a tax base that is going to be significantly more than we ever planned. We believe we will net at full build out, which is fourteen thousand units in Wildwood, of about 2.2 million dollars. There is a Franchise Agreement with the City of Wildwood, they will be considering that agreement tonight, and their second reading will be February 26th. The third part of the agreement was the rate structure, which we did by ordinance, creating the new rate that customers in The Villages service territory will get; you will have that in second reading. A potential hiccup in all of this may come in a protest from Teco People's Gas. He and CA Morrison have been in contact with some attorneys from Teco People's Gas and they have requested that we have a meeting and we will do that meeting. We will hopefully, be doing that meeting sometime this week; the Villages, the City represented by himself, and Jack Rogers will attend. He asked the Commission to allow himself and CA Morrison to look for outside legal counsel; they have a couple different firms they would like to look at. He does think that we need to prepare for that, but it is his hope after the discussion with The Villages this week, that challenge will go away.

CM Minner stated the next meeting would include an update on community and park signs.

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CM Minner stated that FDOT notified Public Works stating that they would like to develop another Storm Water project roughly off Dixie. Staff is putting together public meetings for input from the community before coming to the Commission with a recommendation. Public Information Officer (PIO) Derrick Hudson and Public Works Director (PWD) DC Maudlin set up a public meeting for February 20th, which will be advertised in the lobby of City Hall.

CM Minner stated lastly, Pastor Williams of the Citadel of Hope contacted him and Pastor Williams is working with the County to put together a low-income senior housing project. This will be on the backside of the Citadel of Hopes property, which would be the West Side of the church. CM Minner thinks the City may want to entertain this project with some kind of grant program or funding. Pastor Williams has a meeting with the County for support and CM Minner thinks this is a good project to look into.

Mayor Robuck asked anything needed for the outside counsel and **CM Minner** stated that what we need to do is get a feel of how much we can spend and gage it from there. **CA Morrison** stated he received a call from Teco's attorney about 4:00 p.m. on Friday and did not have a lot of time to work on it. However, he was able to contact a firm in Tallahassee that does public service commission work and spoke to what turned out to be the wrong attorney, but he is going to talk to the right attorney in the firm and have them get back to him. He has not heard anything yet, but he sounded like they would be anxious to take this on and he just needs to talk about the terms of their retention. **Mayor Robuck** stated he has no problem with that, which is a huge potential revenue. **CM Minner** stated that they will keep looking, he thought it was important to disclose how important that project is.

PUBLIC COMMENTS:

Don Lukich stated Henderson Park has over a quarter million dollars invested in the purchase and upgrade of the park and staff have informed him that it is not designated as a passive park because residents, who live across the street, do not want the traffic. In addition, staff informed him that the boat ramp would be removed to put in a Kayak launch. He has lived on the lake for nineteen years and can count on both hands how many times he has seen Kayaks on Lake Griffin; they are very rare. The boat ramp was in use prior to the City purchase, people used it all the time and he has never noticed a traffic problem there; never more than two to three vehicles parked there at any one time. He questioned why the City would tear up a perfectly good boat ramp for Kayaks that do not use the lake. He feels that they do not need a special boat ramp. **Mayor Robuck** asked CM Minner to meet with Mr. Lukich to discuss the City's plans for the park.

Mike Peterson, commercial realtor with Gizzard Realty, stated he represents John Kester of Holiday Marine, who is trying to purchase the adjoining property next door that Earnest Jones owns; however, a day or two before closing a code enforcement lien was uncovered for \$200,000. To his understanding, the City has a track record for settling liens for about .10 cents on the dollar, and he would like to get a number for the closing statement for a growing business in Leesburg that needs this site. He asked the Commission for any creative ideas to close the deal and stated the buyer will be knocking down the existing building within thirty days of the sale. Four issues created the lien: two automobiles, which are now gone, and the other two issues were improvements to the

household portion of the property. Part of the confusion is why have a seller make improvements to a house that the buyer is going to turn around and bulldoze in thirty days. **CM Minner** stated the Special Magistrate has the authority to reduce the liens, and that to get the sale to go through, he recommended that the seller and buyer attend tonight's meeting to petition the Commission to encourage the Special Magistrate to reduce the liens. He believes she will be hesitant to reduce liens because of all the conversations that we have had here. There is \$234,000 of liens that has been on the property for about five-hundred and eighty-five days; the ruling from the Special Magistrate was to have those code enforcement issues fixed, which were the vehicles and the house, and it was \$400 a day until fixed and the clock is still ticking. There is also about four years of taxes; \$6,439.59, so in total there is about \$240,000 worth of liens and taxes on the property. He does agree with the petitioners that this is an opportunity for redevelopment, we just put apartments about two to three lots to the west, and so if Holiday Marine is going to expand and demolish the existing house structure, he thinks that is in the interest of the City. Ultimately, your taxes go up and he would remind the Commission again that Code Enforcement liens are not to be punitive but to encourage compliance and redevelopment. **Commissioner Christian** stated he spoke with Mr. Jones' brother, coming from West Palm Beach, and Commissioner Christian agrees that this is a great opportunity for the City. This gives us, the Commission, an opportunity to ask Holiday Marine to provide a site plan on what they would do to beautify that area coming down the boulevard, such as decorative fencing, etc. He thinks it will be great for the seller and great for the business owner to expand. **Mr. Peterson** stated the buyer met with the Planning and Zoning and understands the process for site plan approval. **Commissioner Christian** stated again that he thinks this is an opportunity for a business to expand and to beautify that corridor coming down the boulevard. **Mayor Robuck** stated that either way they have to live up to a very high standard, because the code has a very restrictive code for the boulevard. **Planning and Zoning Manager (PZM) Dan Miller** stated he met with Mr. Kester and his group and what they would like to do is go in and put landscaping along the highway and put boats in as storage. He does not know if they plan to build anything; as of now, it is going to be for display and storage. **Mayor Robuck** asked if the new code allows for that, because it was very strict about what you can store. **PZM Miller** stated that the boats are in that zoning category and if the Commission wants them to make the landscape a little nicer, we can do that. **Commissioner Bone** asked if that would only apply to the part they are adding or to the entire building property. **PZM Miller** stated at this time it would only apply to the part they are adding. **Commissioner Bone** agrees with Commissioner Christian that there would be some incentive to upgrade the existing lot as well if they are going to be doing upgrades to the new lot. **John Kester** states his wife wants to get rid of the chain linked fence and go with a black rod iron fence across the front, put in landscape that is more level so it is not blocking the view of the boats, and trees down along the West Side of the property, between them and the neighbor. **Mike Peterson** added that when they did the widening of the road, his building is now up against the sidewalk, so you cannot landscape in front of the building. Then to the side of the building there is an entrance and an exit, there is really nothing to work with there. **CM Minner** stated at their existing site, Holiday Marine would be a nonconforming use because of the single pole mount sign, no parameter landscape, which is a nonconforming use with the new code. The discussion would be maybe if you come back in and bring conformity into landscaping, get rid of the single mount pole sign, we could potentially exercise some of those funds if you petition for a façade-sign-landscape grant. Then maybe consider reducing the liens.

CA Morrison stated that when we talk about recycling the money that is paid on the fines, that really does not work because Holiday Marine has contracted to buy the property for a fixed price and it is the Jones's responsibility to clear the fines. Whatever that reduced amount is ultimately gets paid out of the Jones's pocket, not Holiday Marine. Therefore, you are not giving Holiday Marine back anything that it costs them. **Mayor Robuck** asked how long it takes to foreclose on the property and **CA Morrison** stated they have not filed a foreclosure yet, because the taxes on the property are not paid. **Commissioner Hurley** stated the fines did not arrive overnight; this has been an ongoing problem for years. You take the money, put it in your pocket, he spends more money and we lose all of our money. He is totally against it; however, because he cares about the City and thinks Holiday Marine is a wonderful business in our community, he is willing to negotiate that, but if there is no skin coming from Mr. Jones then there is no vote coming from him. This should have been corrected four or five years ago, but to come in here and to ask us to waive \$260,000 worth of fines is ridiculous. He is in favor of reducing the fines to a reasonable amount, but not to wipe the slate completely clean. **CA Morrison** stated that years ago when the Code Enforcement Board first began there was no restriction on fine reduction and people would come in ask to buy a property, with liens being removed, and promising to bring the property up to code. So many times after the transaction was allowed to close, nothing happened. At that time, the Commission passed an amendment to the ordinance saying that you cannot seek a fine reduction until your property was inspected and certified by the Code Enforcement Officers to be in compliance. In early December he offered Mr. Peterson a reasonable pathway to get this deal closed, which entailed then closing the deal, the title passing to Holiday Marine so they could knock the house down, and all of the net money going into escrow with the closing agent. Under an escrow agreement that would say once you get the house knocked down we will seek a fine reduction and whatever that number turned out to be will be paid out of those escrow funds with the remainder of the money to go to the sellers. He does not know what happened with that proposal because he never heard back from anyone. So saying that it was a two and a half month delay is not quite accurate, because there was a way to do it and someone up there decided they did not want to do it. He does not know who or why, but no one came back with any alternatives. **Commissioner Bone** asked if this is a cash deal or is there a bank involved and **Mr. Peterson** responded that USB Bank is involved. **CM Minner** stated at the next Code Enforcement meeting staff will need to request that the Special Magistrate hold the clock on the house, put that in abeyance, then they can do the transaction, and move forward or if we put that in abeyance we can also then consider the fine reductions. **CA Morrison** stated that would not work because the lender is going to require that the liens be eliminated before they will make the loan. **CM Minner** stated that if we put the code enforcement issues in abeyance and say there is none, and then we can consider a lien reduction, then that amount will be set and they can go close the deal. **Commissioner Christian** asked how much the City spent in this case and **CM Minner** answered roughly \$10,000. **Mayor Robuck** reiterated that we cannot reduce the fines if the property is not up to code; it is stated in the ordinance. **Commissioner Christian** asked if the City has money in the budget to knock down blighted houses. **Mr. Peterson** stated they have tried that path, which lasted about thirty days, and the City said why use tax payer dollars to knock down a house that the buyer is willing to knock down. **Mayor Robuck** stated if we knocked it down with City funds, we could reduce the fines to even less. **Commissioner Dennison** asked why the City would have to pay for this with taxpayers' money. **CA Morrison** stated when you knock it down with City funds, the owner signs a paper

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stating that a lien be placed on the property and they pay that out of the closing. **CM Minner** suggested putting a contract together with the seller stating that the City will knock it down and at closing he will repay us. **Commissioner Bone** asked what it would cost to demolish the house and **Mr. Kester** stated he got two estimates: \$15,000 from Logan and \$25,000 from Paqco. **CM Minner** stated that his suggestion would be to let staff get together with Mr. Peterson and the seller to put together an agreement to get the house demolished or if it is underneath a certain amount, \$10,000, the Commission could just give him the authority to do that tonight. At the next meeting for the Special Magistrate, which is February 20th, we can approach her. **Commissioner Hurley** asked how the reduction will work if the city knocks it down. **CM Minner** stated that if the house is down by February 20th the house will be in compliance and the Special Magistrate can reduce the fines with or without the Commission's permission. If she reduces the fines, whatever that reduction amount is will go into escrow and when the deal is closed and Holiday has it, the City will get those funds and the seller will get zero. **Commissioner Christian** stated to make sure the magistrate reduces them lower than the contract price because it would be unfair for the seller to walk away with nothing on his property.

ROLL CALL:

Commissioner Dennison had nothing.

Commissioner Hurley asked Joanie Smalley from the Leesburg Partnership to come to forward and asked if she had something to say. Ms. Smalley stated that Commissioner Hurley won King Rex. Commissioner Hurley stated his campaign raised \$55,300 and as a group, \$131,000 was raised for the Partnership. He thought it was something nice for the community and it will give them many funds to continue working. He thanked Ms. Smalley for her hard work and efforts. In addition, he appreciates the efforts that made tonight, the Commission has many different angles and ideas, but somehow we always find a cohesiveness to come together and get things accomplished. He thinks that is what makes them great.

Commissioner Christian thanked the Commission for the donation of the property on Pamela Street. He is very familiar with the property and the neighborhood; has walked it many times, and is confident the CDC will do a very good job. They do not have a homebuyer yet, so there is no twenty-one-year old moving into that house; she is on 6th Street. He does echo our residents opinion on if there is any residence in our community that anyone feels unsafe in, we are not doing a very good job and he thinks we should do a better job on making sure our neighborhoods are safe. He knows there are several break-ins out in Sleepy Hollow; people opening car doors and thinks our Chief did a very good job in letting our residents know to do one thing: lock their doors. As a City, we should be diligent, keep our eyes open and if something looks unusual, we need to make a phone call. He commended our Police department on being proactive and making our residence aware. He thinks there are people in every neighborhood out to do wrong and we all should be diligent in the neighborhood that we live in.

Commissioner Bone recognized Pastor Williams and expressed his support for the proposed senior housing project. It seems there are more and more trailers parked in yards, particularly in his neighborhood of Beverly Shores. He understands that people are

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 12, 2018

trying to make a living, they have work trailers they bring in, but there are also people in the neighborhood that are trying to sell their houses and anything that effects the property values and what a buyer might think coming in, that is negative. He would like to see the city enforce our codes. If they allow some of these things, he thinks we need to look at amending our codes, so that you cannot put a zero lot line next to your house. Lastly, he stated the owner of Palm Plaza has offered to donate the property behind the plaza to the City and if we cooperated with him, it would provide us with a second entryway into the Susan Street complex. He would like to see staff look into that and see if it is something feasible for the City to do, so we can access Susan Street right off of Highway 27.

Mayor Robuck congratulated Commissioner Hurley on becoming King Rex and stated he raised more money than any other King Rex candidate. He asked CM Minner to look into having an electric car charging station by the Public Library as he had a citizen ask him about that again. He will not be at the next meeting, February 26th, he will be in DC at the FMPA Legislative Rally. He thinks Code Enforcement is doing a great job. The County has been addressing the homeless problem in the area. **CM Minner** stated the county has been in communication with LifeStream on that as well. **Mayor Robuck** publicly recognized the Building Department on their praises from the new mall owners. The owners stated they did a great job and they were very easy to work with; so kudos to the entire City staff.

ADJOURN:

The meeting adjourned at 7:23p.m.

H.D. Robuck, III, Mayor

ATTEST:

J. Andi Purvis
City Clerk

Victoria Parks
Deputy City Clerk & Recorder

PROPERTY RECORD CARD

General Information

Name:	HILL GLORIA J	Alternate Key:	1206499
Mailing Address:	108 N EAST ST LEESBURG, FL 34748 Update Mailing Address	Parcel Number: ⓘ	25-19-24-0001-000-06100
		Millage Group and City:	00L1 Leesburg
		2023 Total Certified Millage Rate:	15.8956
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	108 N EAST ST LEESBURG FL, 34748	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	BEG AT SW COR OF LOT 7 BLK F, JACKSON'S ADD TO NEWTOWN, RUN N TO SE COR OF LOT 8 BLK F, W TO SW COR OF LOT 9 BLK F, S TO PT W OF POB, E TO POB ORB 5070 PG 1377		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

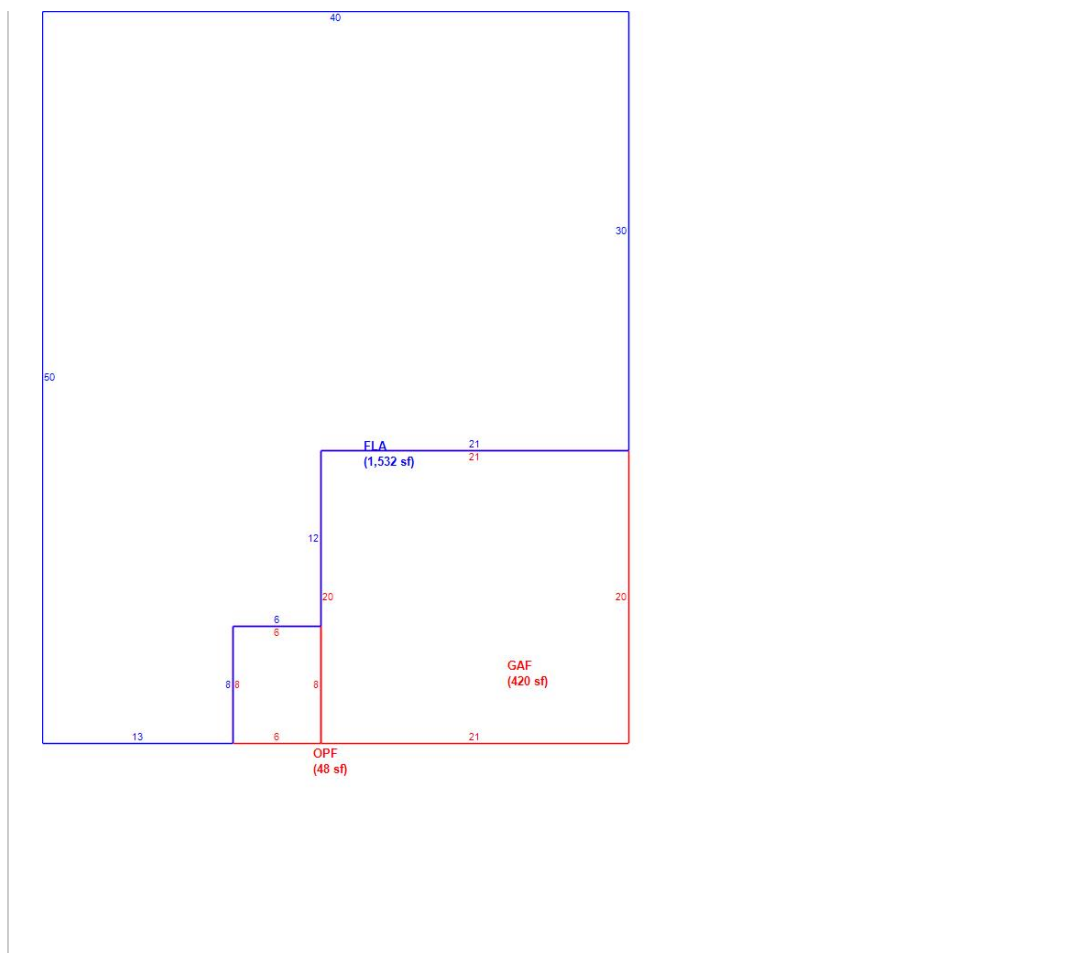
Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot		\$0.00	\$11,000.00
				Click here for Zoning Info ⓘ FEMA Flood Map					

Residential Building(s)

Building 1

Residential	Building Value: \$127,149.00		
Summary			
Year Built: 2018	Total Living Area: 1532 ⓘ	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	
Incorrect Bedroom, Bath, or other information? ⓘ			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Wood (01)	1.00	1532
GARAGE FINISHED WOOD (GAF)		1.00	420
OPEN PORCH FINISHED (OPF)		1.00	48
View Larger / Print / Save			



There is no improvement information to display.

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5070 / 1377	02/2018	Warranty Deed	Unqualified	Improved	\$10,000.00
3980 / 1887	11/2010	Certificate of Title	Unqualified	Vacant	\$100.00
2838 / 2005	05/2005	Warranty Deed	Unqualified	Vacant	\$1.00
2610 / 2245	07/2004	Warranty Deed	Unqualified	Vacant	\$1.00
2080 / 2188	03/2002	Certificate of Title	Unqualified	Vacant	\$1.00
802 / 1799	03/1984	Warranty Deed	Qualified	Improved	\$9,200.00
Click here to search for mortgages, liens, and other legal documents. 					

Values shown below are 2023 CERTIFIED VALUES.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$138,149	\$113,540	\$63,540	5.0364	\$320.01
SCHOOL BOARD STATE	\$138,149	\$113,540	\$88,540	3.2080	\$284.04
SCHOOL BOARD LOCAL	\$138,149	\$113,540	\$88,540	2.9980	\$265.44

LAKE COUNTY WATER AUTHORITY	\$138,149	\$113,540	\$63,540	0.2940	\$18.68
NORTH LAKE HOSPITAL DIST	\$138,149	\$113,540	\$63,540	0.1500	\$9.53
ST JOHNS RIVER FL WATER MGMT DIST	\$138,149	\$113,540	\$63,540	0.1793	\$11.39
CITY OF LEESBURG	\$138,149	\$113,540	\$63,540	3.4752	\$220.81
LAKE COUNTY MSTU AMBULANCE	\$138,149	\$113,540	\$63,540	0.4629	\$29.41
LAKE COUNTY VOTED DEBT SERVICE	\$138,149	\$113,540	\$63,540	0.0918	\$5.83
				Total: 15.8956	Total: \$1,165.14

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



Prepared/Return to:
Cristina Perez
Apple Title, Ltd.
2752 Dora Avenue
Tavares, Florida 32778
File No. C18-001

**THE CITY OF LEESBURG, FLORIDA
SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE executed this February 14, 2018 by **Gloria Jean Hill, an unmarried woman** (jointly and severally, if more than one, referred to as "Mortgagor") to **The City of Leesburg, Florida, a Florida Municipal Corporation** ("Mortgagee") with a mailing address of P.O. Box 490630, Leesburg, FL 34749-0630

WITNESSETH

That for good and valuable consideration, and also in consideration of the aggregate sum named in the Subordinate Mortgage Note of even date herewith and attached as Exhibit "A" hereto (the "Note"), hereinafter described, Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto Mortgagee all the certain land of which Mortgagor is now seized and in possession situated in Lake County, Florida (the "Mortgaged Property"), more particularly described as:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at the Southwest corner of Lot 7 in Block "F" according to the Plat of Jackson's Newtown Addition to the City of Leesburg, Florida, recorded in Plat Book 1, page 26, Public Records of Lake County, Florida, run thence North to the Southeast corner of Lot 8 in Block "F" in the said subdivision; thence run West to the Southwest corner of Lot 9 in Block "F" in the said subdivision; thence run South to a point West of the Point of Beginning; thence run East to the Point of Beginning.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, easements, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto Mortgagee, in fee simple.

AND, Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has good right and lawful authority to convey the mortgaged property as aforesaid; that Mortgagor will make such further assurances to perfect the fee simple title to the mortgaged property in Mortgagee as may reasonably be required; that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever; and that the mortgaged property is free and clear of all encumbrances except:

A valid first mortgage creating a superior lien on the mortgaged property, approved by Mortgagee in favor of USDA/Rural Housing Services ("First Mortgage"), whose address is 2441 NE 3rd Street, Suite 204, Ocala, Florida 34470.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. COMPLIANCE WITH TERMS OF PROMISSORY NOTE AND MORTGAGE. Mortgagor shall pay to Mortgagee the monies due under the terms of the promissory note, of even date, hereinafter substantially copied or identified, to-wit (the "Note"): SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and/or Mortgage. Should Mortgagor perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

If each and every one of the agreements, stipulations, conditions, and covenants of the Note and of this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note, and Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in the Note or Mortgage to the contrary notwithstanding. Failure by Mortgagee to exercise any of the rights or options under the Note or Mortgage accrued or thereafter accruing.

Provided that, as provided in the Note, no payments shall be required under this Mortgage as long as the mortgaged property remains occupied by Mortgagor as Mortgagor's primary residence, and the mortgaged property is not conveyed or transferred, rented, leased, or subleased for a period of five (5) years, then this

Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable.

2. REAL PROPERTY TAXES AND ASSESSMENTS; WASTE; REPAYMENT OF EXPENSES INCURRED BY MORTGAGEE. Mortgagor hereby further covenants and agrees to pay promptly when due all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the mortgaged property, neither permit, commit nor suffer waste, impairment or deterioration of the mortgaged property or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by Mortgagee because of the failure of Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of the Note and Mortgage, or either. In the event Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and Mortgage, or either, Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

3. FIRST MORTGAGE; CHARGES; LIENS. Mortgagor shall perform all of the obligations under the First Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the mortgaged property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

Except for the lien of the First Mortgage, Mortgagor shall promptly discharge any other lien which shall have attained priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. Except for the lien of the First Mortgage, if Mortgagee determines that any part of the mortgaged property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Any default in any mortgage note or lien of record, including, but not limited to the Note and the First Mortgage approved herein, shall constitute a default under this Mortgage. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing Mortgagee to declare a default.

4. SUBORDINATION. Mortgagee and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Mortgagor under the First Mortgage or (b) constructing, renovating, repairing, furnishing, installing fixtures or equipping the mortgaged property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the mortgaged property is low or moderate income households or otherwise restricting the Mortgagor's ability to sell the mortgaged property shall have no further force or effect on subsequent owners or purchasers of the mortgaged property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), in receiving title to the mortgaged property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the mortgaged property free and clear from such restrictions.

Further, if the holder of the First Mortgage acquires title to the mortgaged property pursuant to a deed in lieu of foreclosure, the lien of the holder's Mortgage shall automatically terminate upon the acquisition of title, provided that (i) Mortgagee has been given written notice of a default under the First Mortgage and (ii) Mortgagee shall not have cured the default under the First Mortgage within the 30 day period provided in such notice sent to Mortgagee.

5. HAZARD OR PROPERTY INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts not less than the original principal balance of the Note. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagee fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the mortgaged property.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Mortgagor complies with the insurance requirements under the First Mortgage. All original policies of insurance required pursuant to the First Mortgage shall be held by the holder of the First Mortgage; provided, however, Mortgagee may be named as an additional insured. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee a copy of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt

notice to the insurance carrier, the holder of the First Mortgage and Mortgagee. Mortgagee may make proof of loss if not made promptly by holder of the First Mortgage or the Mortgagor.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the mortgaged property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due with any excess paid to Mortgagor. If Mortgagor abandons the mortgaged property, or does not answer within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagor may use the proceeds to repair or restore the mortgaged property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30) day period will begin when the notice is given.

Notwithstanding the above, Mortgagor's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the holder of the First Mortgage to collect and apply such proceeds in accordance with the First Mortgage.

6. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of the First Mortgage.

In the event of a total taking of the mortgage property, the proceeds shall be applied to the sums secured by this Mortgagee, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the mortgaged property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the mortgaged property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the mortgaged property or to the sums secured by this Mortgage, whether or not then due.

7. PROTECTION OF THE MORTGAGED PROPERTY; LOAN APPLICATION; LEASEHOLD. Mortgagor shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the mortgaged property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Mortgagor's occupancy of the mortgaged property as a principal residence and (ii) Mortgagor's income. If Mortgagor acquires fee title to the mortgaged property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

Mortgagor acknowledges that the mortgaged property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the mortgaged property is located).

8. PROTECTION OF MORTGAGEE'S RIGHTS IN THE MORTGAGED PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the mortgaged property and Mortgagee's rights in the mortgaged property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage (including sums secured by the First Mortgage), appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagor does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph shall become additional debt to Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at highest legal rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

Mortgagee and Mortgagor further agree that a default hereunder shall constitute a default under the First Mortgage. In the event of a default hereunder, the holder of the First Mortgage shall have the right to exercise all rights and remedies under the First Mortgage.

9. INSPECTION. Mortgagor or its agent may make reasonable entries upon and inspections of the mortgaged property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the mortgaged property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

11. TRANSFER OF MORTGAGED PROPERTY OR BENEFICIAL INTEREST. Except for a conveyance to the holder of the First Mortgage under the terms of the First Mortgage, if, prior to the expiration of a ten (10) days commencing on the date of this Mortgage, all or any part of the mortgaged property or any interest in it is sold, conveyed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent (including a transfer of all or any part of the mortgaged property to any person who, at initial occupancy of the mortgaged property, does not use the mortgaged property for permanent residence), Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the holder of the First Mortgage prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Notwithstanding Mortgagee's right to invoke any remedies hereunder, as provided herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least thirty (30) days' prior written notice.

The Mortgagor and Mortgagee agree that whenever the Note or this Mortgage gives Mortgagee the right to approve or consent with respect to any matter affecting the mortgaged property (or construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the holder of the First Mortgage pursuant to the First Mortgage, the holder of the First Mortgage's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Mortgagor and Mortgagee.

12. HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the mortgaged property. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the mortgaged property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the mortgaged property and any hazardous substance or environmental law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by an governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the mortgaged property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law. Prior to taking any such remedial action, however, the Mortgagor shall notify the holder of the First Mortgage that such remedial action is necessary and shall obtain the written consent of the holder of the First Mortgage for such remedial action.

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "environmental law" means federal laws and laws of the jurisdiction where the mortgaged property is located that relate to health, safety or environmental protection.

13. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pays Mortgagee all sums which then would

be due under this Mortgage and Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements or First Mortgage; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to court costs, service of process and reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the mortgaged property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration prompted by Mortgagor's default under the provisions of paragraph 11.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

14. **ACCELERATION; REMEDIES.** Mortgagee shall give notice to Mortgagor and the holder of the First Mortgage prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date of the notice is given to Mortgagor (and with respect to the the holder of the First Mortgage, thirty (30) days from the date the notice is given to the holder of the First Mortgage), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the mortgaged property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured by Mortgagor on or before the date specified in the notice, and the holder of the First Mortgage has not exercised its rights to cure the default, then Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Mortgagee's right to invoke any remedies herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least sixty (60) days' prior written notice. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

15. **RELEASE.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

16. **SUCCESSORS AND ASSIGNS BOUND.** This Mortgage shall inure to the benefit and bind the heirs, legal representatives, assigns and successors of Mortgagor and Mortgagee.

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

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Nancy Carpenter

Nancy Carpenter
Printed Name of Witness

Cristina Perez

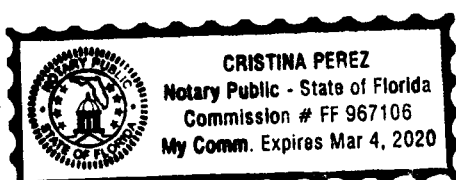
Printed Name of Witness

Gloria Jean Hill
Gloria Jean Hill

108 North East Street, Leesburg, Florida 34748

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this February 14, 2018, by Gloria Jean Hill, who are personally known to me ☒ or who produced a Driver License as identification.



Notary Public

Printed Name of Notary

My Commission Expires:

Cristina Perez
3/4/2020

MORTGAGE NOTE

\$10,000.00

February 14, 2018
Leesburg, Florida

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay to THE CITY OF LEESBURG, FLORIDA (which together with its successors and assigns is called "Payee"), a Florida municipal corporation, or order, the manner herein specified, the sum of \$10,000 (value of vacant land), in the manner specified herein. The principal shall be payable in lawful money of the United States of America to the Payee at P.O. Box 490630, Leesburg, FL 34749-0630, or at such a place as may hereafter be designated by written notice from Payee to the maker hereof. This promissory Note and the mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this promissory note. Repayment of this promissory Note shall take place in the following manner:

If a default occurs under the terms of this promissory Note and/or mortgage securing repayment thereof, the indebtedness created hereunder shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.

The indebtedness created hereunder shall be permanently forgiven five (5) years after the date of execution of this promissory note. The purpose of this provision is to ensure that the property subject to the lien of the mortgage is owner-occupied for a period of at least five (5) years. The indebtedness shall be reduced automatically by 10% of the outstanding principal on an annual basis which shall begin one year and one month from the date of the closing or when the maker takes occupancy of the subject property, whichever is the last to occur.

For the affordability period of five (5) years commencing on the date of the transfer of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

The maker of this promissory Note will be required to pay to the Payee 100% of the indebtedness if he or she sells, transfers, no longer occupies, rents, or refinances the property within five (5) years, which shall begin upon execution of this Note and end at midnight five (5) years from said date. If the mortgaged property is sold, transferred or ceases to be used for an eligible redevelopment activity and/or use as provided for in the In-Fill Lot guidelines and all applicable Titles of the guidelines within a period often five (5) years after the effective date of this Note, the Maker shall repay to Payee a sum equal to the full amount of the promissory Note, as set forth above, subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale, less non-redevelopment debt recorded prior to the date of Subordinate Mortgage, and closing costs. If the amount of net proceeds is not sufficient to repay the entire Note amount, then the amount to be repaid shall be as follows: Note repayment amount = $\text{DPL amount} \div (\text{DPL amount} + \text{amount of any Maker's capital investment})$ multiplied by the net sale proceeds.

This promissory note incorporates, and is incorporated into, the subordinate mortgage, of even date ("Subordinate Mortgage") creating a lien on real property located in Lake County, Florida, as further described therein ("mortgaged property").

DEFAULT -The maker of this promissory Note, or his or her successors, shall be in default under anyone of the following conditions:

1. The sale of the mortgaged property within five (5) years of the execution of this promissory Note, by maker or maker's successors.
2. Leasing, renting or refinancing of the mortgaged property within five (5) years of the date of execution of this promissory Note and Subordinate Mortgage.
3. The destruction or abandonment of the mortgaged property by maker or maker's successors.
4. Failure to pay applicable property taxes and assessments on the mortgaged property.
5. Failure to maintain adequate hazard insurance on the mortgaged property and improvement located thereon.
6. Failure to comply with the terms and conditions of the accompanying Subordinate Mortgage.
7. Failure to comply with the terms and conditions of the First Mortgage creating a lien on the mortgaged property, as described in Subordinate Mortgage.

CONSEQUENCE OF DEFAULTS. Default under this promissory Note will trigger an acceleration of the remaining principal balance evidenced herein and secured by Subordinate Mortgage, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of default until the date of full payment, at the highest legal rate applicable. Holder's failure to exercise the default provision under this promissory Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

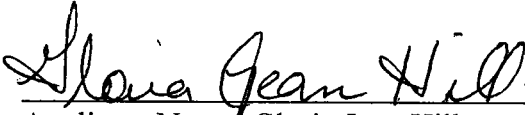
MISCELLANEOUS PROVISIONS. This promissory Note shall be subordinate to the indebtedness secured by any mortgage as approved by Payee.

This promissory Note is secured by a mortgage on real property made by the maker in favor of the Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of the said Subordinate Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this promissory Note or default hereunder, or under Subordinate Mortgage, counsel shall be employed to collect this promissory Note or to protect the security of the Subordinate Mortgage.

Whenever used herein the term "holder", "maker", or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the 14th day of February, 2018.


Applicant Name: Gloria Jean Hill



Prepared by:
Cristina Perez, an employee of
Apple Title, Ltd.,
2752 Dora Avenue
Tavares, Florida 32778

File Number: C18-001

Corporate Warranty Deed

This Indenture, made , February 14, 2018, A.D.

Between City of Leesburg, a Florida Municipal Corporation, whose post office address is: P.O. Box 490630, Leesburg, Florida 34749-0630, Grantor and **Gloria Jean Hill, an unmarried woman**, whose post office address is: 420 Euclid Avenue #2, Leesburg, Florida 34748, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten Thousand dollars & no cents, (\$10,000.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Lake, State of Florida, to wit:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin at the Southwest corner of Lot 7 in Block "F" according to the Plat of Jackson's Newtown Addition to the City of Leesburg, Florida, recorded in Plat Book 1, page 26, Public Records of Lake County, Florida, run thence North to the Southeast corner of Lot 8 in Block "F" in the said subdivision; thence run West to the Southwest corner of Lot 9 in Block "F" in the said subdivision; thence run South to a point West of the Point of Beginning; thence run East to the Point of Beginning.

In addition to conveying the real property aforementioned, Grantor does hereby releases and conveys all minereal rights and reservations Grantor would otherwise have reserved under 270.11 Fla. Stat. (2016), pursuant to a Resoluton adopted by the City Commision of the City of Leesburg, Florida, authorizing such release and conveyance.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

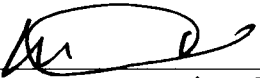
Parcel Identification Number: **25-19-24-000100006100**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

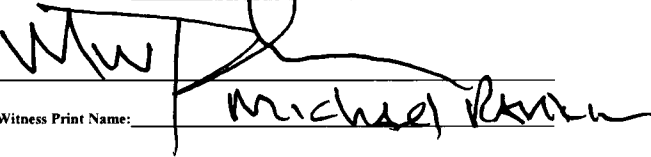
City of Leesburg, a Florida Municipal Corporation

Signed and Sealed in Our Presence:



Witness Print Name:

Ken Thomas



Witness Print Name:

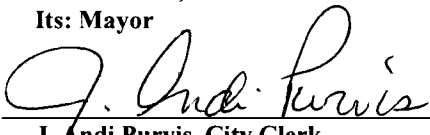
Michael Rasmussen

By:


H.D. Robuck, III

Its: Mayor

Attest:

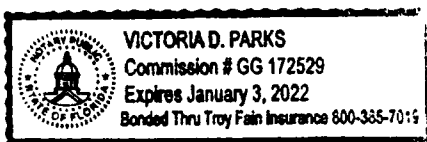

J. Andi Purvis, City Clerk

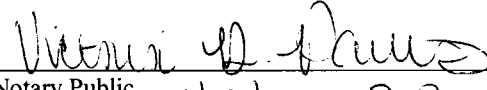
Its: City Clerk

State of Florida

County of Lake

The foregoing instrument was acknowledged before me this 12th day of February, 2018, by H.D. Robuck, III, the Mayor and J. Andi Purvis, as the City Clerk of the City of Leesburg, a Florida Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced a drivers license as identification.



 (Seal)
Notary Public
Notary Printed Name: Victoria D. Parks

My Commission Expires: Jan. 3, 2022

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

City of Leesburg, a Florida Municipal Corporation

Signed and Sealed in Our Presence:

By:



Fred A. Morrison

Its: City Attorney

Witness Print Name:

Kent Thomas

Witness Print Name:

Michael Danko

State of Florida

County of Lake

The foregoing instrument was acknowledged before me this 12th day of February, 2018, by Fred A. Morrison, the City Attorney of City of Leesburg, a Florida Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced a drivers license as identification.

Notary Public

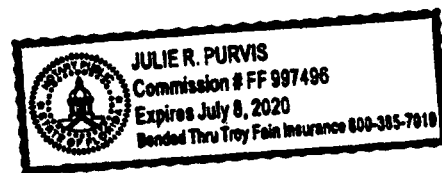
Notary Printed Name:



(Seal)

JULIE R PURVIS

My Commission Expires:



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 12, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for professional services at the Leesburg International Airport, related to Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Task Order with AVCON, Inc.

Analysis:

The Leesburg International Airport has identified the need to reconstruct airfield pavement on Taxiways A1, A3, and Delta. Taxiway A2 needs to be relocated to eliminate direct access from the aircraft parking apron to Runway 13/31. Associated lighting and signage are also included in the project scope. This project began in FY 2023 under the Airport's prior engineering firm. A FAA 90% reimbursable grant has already been received. The AVCON engineering team will resume & complete the design.

Procurement Analysis:

The City approved an Agreement for Professional Services on a Continuing Basis, by Resolution 11,769, dated January 22, 2024, with AVCON, Inc. This Task Order is being made under the terms and conditions of that continuing services agreement. The Task Order can be made in accordance with the City's agreement and Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA).

Options:

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

Fiscal Impact:

Funding for this project is included in the current Airport Capital Projects budget. This project is 90% funded by a FAA reimbursable grant.

Account No. 048-8099-542-31.30
Project No. 480003
WF No. 1450922/1

Requisition	56227
Budget	\$217,360.00
Available	\$217,360.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR PROFESSIONAL SERVICES AT THE LEESBURG INTERNATIONAL AIRPORT, RELATED TO TAXIWAY RECONSTRUCTION OF A1, A3, DELTA, AND A2 RELOCATION; 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 AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, for professional engineering services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of February 2024.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the 12 day of February in the year 2024, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

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

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

1. Recitals.

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

2. Scope of Services.

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

Project:

**LEESBURG INTERNATIONAL AIRPORT
TAXYWAYS D, A1 & A3 RECONSTRUCTION AND TAXYWAY A2 RELOCATION
(DESIGN SERVICES)**

3. Compensation.

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$174,860.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

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

AVCON, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



Leesburg International Airport
Taxiways D, A1 and A3 Reconstruction and Taxiway A2 Relocation
Design Phase Services

PROJECT DESCRIPTION:

The Leesburg International Airport (LEE) has identified the need to reconstruct airfield pavement on Taxiway D; and Taxiways A1 and A3 are in need of reconstruction and geometry correction based on the latest FAA guidance. In addition, Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13-31. During the project, airfield lighting and signage will be modified to match the revised geometry and current FAA guidance. The relocation of Taxiway A2 and additional pavement required to meet current standards will be addressed in the stormwater permit application submittal to St. John's River Water Management District (SJRWMD).

PROJECT JUSTIFICATION:

The 2022 FDOT Airfield Pavement Management Report reflects the need for reconstruction of Taxiway D which has a PCI of 55. Taxiways A1 and A3 have PCI values of 56 and 54 respectively, and do not meet the current FAA geometric standards. Relocation of Taxiway A2, PCI 63, is shown on the current ALP and will remove the direct connection from the aircraft parking apron to Runway 13-31.

TASKS AND COST:

This scope of services includes Design and Permitting Services. Total Lump Sum cost of this scope of services is **\$174,860**.

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design and Bidding Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Letter Report, and an Estimate of Construction Cost, and assist the SPONSOR with the bidding process. The scope of services will include:

- Task 1 - Schematic Design.
 - **PREVIOUSLY COMPLETED BY OTHERS.**
- Task 2 – Preliminary Design.
 - Field verify survey.
 - Develop preliminary paving, grading, drainage, and marking design plans.
 - Pre-application meeting with SJRWMD.
 - Develop preliminary airfield electrical, lighting, and signage design plans.
 - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
 - Submit FAA OE/AAA (Airspace Review).
 - Develop general and technical specifications.
 - Update Engineer's Report and construction cost estimate.
- Task 3 – Final Design.
 - Finalize design plans.
 - Submit stormwater permit application.
 - Finalize CSPP and upload to OE/AAA for FAA review and approval.
 - Finalize general and technical specifications.
 - Prepare Final Engineer's Report and construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN SERVICES FOR TAXIWAYS D, A1 AND A3 RECONSTRUCTION AND TAXIWAY A2 RELOCATION
LEESBURG INTERNATIONAL AIRPORT

1/22/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour: \$	310	Rate/Hour: \$	230	Rate/Hour: \$	210	Rate/Hour: \$	150	Rate/Hour: \$	120	Rate/Hour: \$	80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN	PREVIOUSLY COMPLETED BY OTHERS														
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination	8	\$ 2,480	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	16	\$ 4,320	\$ -
2.2	Field verify survey		\$ -		\$ -		\$ -	16	\$ 2,400	16	\$ 1,920		\$ -	32	\$ 4,320	\$ -
2.3	Develop preliminary paving, grading and drainage and marking plans		\$ -	24	\$ 5,520	8	\$ 1,680	80	\$ 12,000	80	\$ 9,600		\$ -	192	\$ 28,800	\$ -
2.4	Pre-application meeting with SJRWMD		\$ -	16	\$ 3,680	8	\$ 1,680	16	\$ 2,400		\$ -		\$ -	40	\$ 7,760	\$ -
2.5	Develop preliminary airfield electrical, lighting and signage design plans		\$ -	40	\$ 9,200	40	\$ 8,400	80	\$ 12,000	40	\$ 4,800		\$ -	200	\$ 34,400	\$ -
2.6	Develop Draft CSPP		\$ -	24	\$ 5,520		\$ -	24	\$ 3,600	40	\$ 4,800		\$ -	88	\$ 13,920	\$ -
2.7	Submit FAA OE/AAA (Airspace Review)		\$ -		\$ -		\$ -	6	\$ 900		\$ -		\$ -	6	\$ 900	\$ -
2.8	Develop general and technical specifications		\$ -	8	\$ 1,840		\$ -	16	\$ 2,400	16	\$ 1,920		\$ -	40	\$ 6,160	\$ -
2.9	Update Engineer's Report and Construction Cost Estimate		\$ -	16	\$ 3,680		\$ -	24	\$ 3,600	40	\$ 4,800		\$ -	80	\$ 12,080	\$ -
2.10	QA/QC	8	\$ 2,480		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 2,480	\$ -
	Subtotal	16	\$ 4,960	136	\$ 31,280	56	\$ 11,760	262	\$ 39,300	232	\$ 27,840	0	\$ -	702	\$ 115,140	\$ -
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination	8	\$ 2,480	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	16	\$ -	\$ -
3.2	Finalize design plans		\$ -	20	\$ 4,600	24	\$ 5,040	40	\$ 6,000	40	\$ 4,800		\$ -	124	\$ 20,440	\$ -
3.3	Submit stormwater permit application		\$ -	20	\$ 4,600		\$ -	40	\$ 6,000	40	\$ 4,800		\$ -	100	\$ 15,400	\$ -
3.4	Finalize CSPP		\$ -	8	\$ 1,840		\$ -	20	\$ 3,000	24	\$ 2,880		\$ -	52	\$ 7,720	\$ -
3.5	Finalize general and technical specifications		\$ -	8	\$ 1,840		\$ -	16	\$ 2,400	32	\$ 3,840		\$ -	56	\$ 8,080	\$ -
3.6	Prepare Final Engineer's Report and Construction Cost Estimate		\$ -	8	\$ 1,840		\$ -	16	\$ 2,400	32	\$ 3,840		\$ -	56	\$ 8,080	\$ -
3.7	QA/QC	8	\$ 2,480		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ -	\$ -
	Subtotal	16	\$ 4,960	72	\$ 16,560	24	\$ 5,040	132	\$ 19,800	168	\$ 20,160	0	\$ -	412	\$ 59,720	\$ -
	Total	32	\$ 9,920	208	\$ 47,840	80	\$ 16,800	394	\$ 59,100	400	\$ 48,000	0	\$ -	1,114	\$ 174,860	\$ -

Total Project Fee	\$	174,860
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 12, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for professional services at the Leesburg International Airport, related to Fuel Farm Facility Design; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Task Order with AVCON, Inc.

Analysis:

By Resolution 11,244, dated January 23, 2023, the City Commission approved the relocation of the Fuel Farm Facility at the Leesburg International Airport. The new location provides a larger site, new larger fuel tanks, a restroom facility, and an aircraft washing station. The design of this project began under the Airport's prior engineering firm. A FDOT 80% reimbursable grant has already been received. The AVCON engineering team will resume and complete the design, and assist in the construction bidding process.

Procurement Analysis:

The City approved an Agreement for Professional Services on a Continuing Bases, by Resolution 11,769, dated January 22, 2024, with AVCON, Inc. This Task Order is being made under the terms and conditions of that continuing services agreement. The Task Order can be made in accordance with the City's agreement and Florida Statute 287.055 - Consultants Competitive Negotiation Act (CCNA).

Options:

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

Fiscal Impact:

Funding for this project is available in the current Airport Capital projects budget. This project is 80% funded by a FDOT reimbursable grant.

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

Requisition	56238
Budget	\$111,936.00
Available	\$111,936.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR PROFESSIONAL SERVICES AT THE LEESBURG INTERNATIONAL AIRPORT, RELATED TO FUEL FARM FACILITY DESIGN; 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 AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, for professional engineering services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of February 2024.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the 12 day of February in the year 2024, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

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

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

1. Recitals.

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

2. Scope of Services.

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

**Project:
LEESBURG INTERNATIONAL AIRPORT
FUEL FARM FACILITY
(DESIGN AND BIDDING SERVICES)**

3. Compensation.

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$76,740.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

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

AVCON, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



Leesburg International Airport
Fuel Farm
Design and Bidding Phase Services

PROJECT DESCRIPTION:

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

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

PROJECT JUSTIFICATION:

The existing fuel farm was installed in 2002, and while it has been regularly maintained, an inspection of tanks should be conducted to determine the overall condition of the facility. The mechanical portions of the fuel facility (pumps, motors, valves) will also be inspected, and recommendations for repair or replacement will be made during preliminary design. The apron serving the existing fuel facility has experienced structural deficiencies in the past and based on the 2019 FDOT Pavement Management Report the apron has a PCI of 26, or very poor. After considering the results of the Schematic Design Report it was decided that the facility will be relocated. An entirely new fuel facility will be placed on the new site which will include an aircraft fueling apron, taxiway connection, landside access, utility connections, stormwater facilities, and spill containment areas.

TASKS AND COST:

This scope of services includes **Design (partially completed by others)**, Bidding and Permitting Services. Total Lump Sum cost of this scope of services is **\$76,740.00**.

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design and Bidding Phase

The services to be performed during the Design and Bidding Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Letter Report, and an Estimate of Construction Cost, and assist the SPONSOR with the bidding process. The scope of services will include:

- Task 1 - Schematic Design Report.
 - **PREVIOUSLY COMPLETED BY OTHERS.**
- Task 2 – Preliminary Site Design / 30% Plans.
 - **PREVIOUSLY COMPLETED BY OTHERS.**
- Task 3 – Design Development / 60% Plans.
 - **PREVIOUSLY COMPLETED BY OTHERS.**
- Task 4 – Construction Documents / 100% Plans.

The CONSULTANT shall address any changes requested by the SPONSOR at the 60% Review Meeting in this Phase. The Construction Documents for the fueling facility (tanks, pumps, motors, card readers, etc.) have been completed by others and submitted for inclusion in the bid documents. Upon issuance of the Notice to Proceed, the CONSULTANT will proceed with the 100% Design to include the following:

- Incorporate SPONSOR/Permit Agency comments,
- Final Design Plans,
- Final Front-End Documents,

- Final Technical Specifications, General Provisions/Supplementary Conditions,
- Final Quantities and Bid Schedule,
- Final Construction Phasing and Schedule, and
- Final Cost Estimate

The CONSULTANT will prepare Bidding Documents, Final Plans, and Final Construction Cost Estimate. The CONSULTANT will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues and potential conflicts are addressed prior to proceeding to bidding.

- Task 5 – Bidding Services.

The CONSULTANT will perform general coordination and will:

- Prepare for and attend the Pre-Bid Conference,
- Respond to Bidder's questions,
- Issue plan revisions, and
- Assist the OWNER in tabulating and evaluating bids.

Deliverables include electronic copies of Contract Documents at the completion of Construction Documents Phase, and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents and Bid Tabulation will be uploaded into JACIP.

END OF ATTACHMENT A

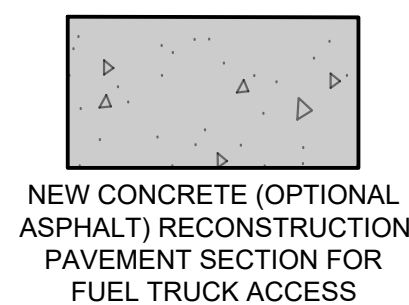
ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN AND BIDDING SERVICES FOR FUEL FARM
LEESBURG INTERNATIONAL AIRPORT

1/29/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour: \$	310	Rate/Hour: \$	230	Rate/Hour: \$	210	Rate/Hour: \$	150	Rate/Hour: \$	120	Rate/Hour: \$	80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN REPORT															
2	PRELIMINARY SITE DESIGN / 30% PLANS															
3	DESIGN DEVELOPMENT / 60% PLANS															
4	CONSTRUCTION DOCUMENTS / 100% PLANS															
4.1	General Coordination with OWNER	2	\$ 620	4	\$ 920		\$ -		\$ -		\$ -		\$ -	6	\$ 1,540	\$ -
4.2	Incorporate OWNER/Permit Agency Comments		\$ -	4	\$ 920		\$ -	4	\$ 600	40	\$ 4,800		\$ -	48	\$ 6,320	\$ -
4.3	Final Design Plans		\$ -	4	\$ 920	8	\$ 1,680	24	\$ 3,600	80	\$ 9,600		\$ -	116	\$ 15,800	\$ 2,300
4.4	Final Front-End Documents		\$ -	8	\$ 1,840	2	\$ 420	8	\$ 1,200	24	\$ 2,880		\$ -	42	\$ 6,340	\$ -
4.5	Final Technical Specs, General Provisions/Supplemental Conditions		\$ -	8	\$ 1,840	2	\$ 420	16	\$ 2,400	24	\$ 2,880	2	\$ 160	52	\$ 7,700	\$ 500
4.6	Final Quantities and Bid Schedule		\$ -	8	\$ 1,840		\$ -	16	\$ 2,400	24	\$ 2,880		\$ -	48	\$ 7,120	\$ -
4.7	Final Construction Phasing and Schedule		\$ -	12	\$ 2,760		\$ -	16	\$ 2,400	40	\$ 4,800		\$ -	68	\$ 9,960	\$ -
4.8	Final Cost Estimate		\$ -	8	\$ 1,840		\$ -	8	\$ 1,200	8	\$ 960		\$ -	24	\$ 4,000	\$ -
4.9	QA/QC	8	\$ 2,480		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 2,480	\$ -
4.10	Design Review Meeting	4	\$ 1,240	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	12	\$ 2,760	\$ -
	Subtotal	14	\$ 4,340	60	\$ 13,800	12	\$ 2,520	96	\$ 14,400	240	\$ 28,800	2	\$ 160	424	\$ 64,020	\$ 2,800
5	BIDDING SERVICES															
5.1	Prepare for and attend the Pre-Bid Conference		\$ -	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	8	\$ 1,520	\$ -
5.2	Respond to Bidder's questions		\$ -	4	\$ 920	4	\$ 840	3	\$ 450	9	\$ 1,080		\$ -	20	\$ 3,290	\$ 1,500
5.3	Issue plan revisions		\$ -	4	\$ 920	4	\$ 840	4	\$ 600	4	\$ 480		\$ -	16	\$ 2,840	\$ -
5.4	Prepare Engineer's Recommendation of Award	1	\$ 310	2	\$ 460		\$ -		\$ -		\$ -		\$ -	3	\$ 770	\$ -
	Subtotal	1	\$ 310	14	\$ 3,220	8	\$ 1,680	11	\$ 1,650	13	\$ 1,560	0	\$ -	47	\$ 8,420	\$ 1,500
	Total	15	\$ 4,650	74	\$ 17,020	20	\$ 4,200	107	\$ 16,050	253	\$ 30,360	2	\$ 160	471	\$ 72,440	\$ 4,300

Total Project Fee \$ 76,740

1. SELECTION OF EITHER DESIGN OPTION SHALL BE AS DETERMINED BY THE OWNER.
2. ALTERNATIVE (ALT) A CONSISTS OF A FUEL FARM WITH TWO (2) 12,000 GALLON FUEL TANKS.
3. ALTERNATIVE (ALT) B CONSISTS OF A FUEL FARM WITH ONE (1) 12,000 GALLON AND ONE (1) 20,000 GALLON FUEL TANK.
4. FUEL TRUCKS SHALL NOT BE REQUIRED TO ENTER THE MOVEMENT AREA UNDER ANY CIRCUMSTANCES. ACCESS TO THE NEW SELF-SERVE AREA CAN BE VIA THE MAIN AIRCRAFT PARKING APRON AND ACCESS ROAD.
5. SANITARY SEWER SERVICE OPTIONS SHALL BE SELECTED AS DIRECTED BY THE CITY OF LEESBURG BUILDING DEPARTMENT, FDP, AND COUNTY REQUIREMENTS.



C1 GENERAL NOTES AND SHEET LEGEND

SANITARY SEWER OPTION A: NEW SMALL PACKAGE LIFT STATION, E-ONE OR EQUIVALENT, AND NEW 1-1/4" SANITARY FORCE MAIN, ±850 LF TO TIE TO EXISTING GRAVITY SEWER ALONG WILCO DRIVE

SANITARY SEWER OPTION B: NEW SEPTIC TANK AND DRAIN FIELD

NEW, DRY RETENTION,
INFILTRATION
STORMWATER BASIN

NEW, MITERED
END SECTION

NEW, CONCRETE
STORM DRAINAGE PIPE

NEW, LOW-PROFILE
AIRPLANE WASH
RACK AND HOSE BIB

EXISTING HANGAR

TOFA

TOFA

4

[illegible]

TAXILANE CLOSURE DURING CONSTRUCTION

EXISTING HANGAR

EXISTING HANGA

- EXISTING CONCRETE DRIVE/APRON AREA HAS FAILED AND WILL BE REHABILITATED/REPLACED FOR FUEL TRUCK ACCESS

NEW CONCRETE TAYLOR ANE

AXII ANI

ATTACHMENT C

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: February 12, 2024

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 Public Transportation Grant Agreement FM No. 454122-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Construction of Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of Public Transportation Grant Agreement (PTGA) FM No. 454122-1-94-01.

Analysis:

The Florida Department of Transportation (FDOT) has generously presented a construction grant for \$800,000.00, based on construction estimates, for the Veterans Road Hangar Infrastructure project.

The Airport has identified the area north of Veterans Road and east of Taxiway Kilo for development of aircraft storage and maintenance hangars. The Veterans Road Hangar Infrastructure Project is fully designed. It entails construction of a taxilane connection from Taxiway Kilo to the parcels, a vehicle access road from Veterans Road, extension of utility mains for future service connections by others, and all the necessary clearing, grubbing and earthwork for the full project area. There will be up to four available (land) parcels for lease, approximately one-half acre each, for others to construct hangars and aprons. A Request for Offers will be issued, and the City/Airport will negotiate lease terms with those deemed to be the highest and best aeronautical uses.

Procurement Analysis:

Options:

1. Approve and execute PTGA Financial No. 454122-1-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is included in the current Airport Capital Projects budget.

This project is 80% funded by a FDOT reimbursable grant.

Account No. 048-8099-542-63.10

Project No. 480003

WF No. 1444418

Budget \$1,000,000.00

Available \$1,000,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PUBLIC TRANSPORTATION GRANT AGREEMENT FM NO. 454122-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR CONSTRUCTION OF VETERANS ROAD INFRASTRUCTURE PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Public Transportation Grant Agreement with the Florida Department of Transportation, whose address is 719 S. Woodland Boulevard, Deland, Florida 32720.

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 12th day of February 2024.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 454122-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000362006
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Veterans Road Hangar Infrastructure, Construction Phase at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****9. Project Cost:**

- a. The estimated total cost of the Project is \$1,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$800,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The Airport has identified the area north of Veterans Road and east of Taxiway Kilo for development of aircraft storage and maintenance hangars for general aviation aircraft. This project consists of construction of a taxilane connection from Taxiway Kilo to the parcels, a vehicle access road from Veterans Road, extension of utility mains for future service connections by others, and all necessary clearing, grubbing and earthwork for the full project area.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permit preparation and application fees, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this project.

The specifics of the Project Scope for construction are described in and limited by the Contract Drawings Final Design identified as "Veterans Road Hangar Infrastructure at Leesburg International Airport" prepared by GAI Consultants, Inc., signed and sealed on the 23 day of June 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

C:\Users\joshua\Documents\Proposed Images\Development\July_Aut_05_2022 - 9-16-2022



A1 EXHIBIT



LEESBURG
FLORIDA

SCALE: AS SHOWN
DATE: MARCH 2021

EXHIBIT



gai consultants
6000
1000 SOUTH ST. SUITE 100
LEESBURG, FLORIDA 33401
PHONE: (888) 622-6226

SHEET

EXHIBIT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454122-1-94-01	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$800,000.00
454122-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$200,000.00
Total Financial Assistance							\$1,000,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$800,000.00	\$200,000.00	\$0.00	\$1,000,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$800,000.00	\$200,000.00	\$0.00	\$1,000,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luci Taylor

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luci Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luci Taylor.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$800,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: February 12, 2024

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 Utilities Improvement and Impact Fee Credit Agreement for Water and Wastewater Utility Line Construction associated with Hodges Reserve, Anthony Property, and LakeCo Dewey Planned Unit Developments; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute the Utilities Improvement and Impact Fee Credit Agreement.

Analysis:

The developers of the Hodges Reserve and Anthony Property Planned Unit Developments have agreed to construct certain water and wastewater utility improvements along Dewey Robbins Road associated with the Hodges Reserve and Anthony Property developments in exchange for water and wastewater impact fee credits. The credits are only applicable to the Hodges Reserve, Anthony Property, and Lakeco Dewey developments and are not transferable to any other properties or developments. Construction of these improvements is necessary to support development in the surrounding area.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Water Service 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 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
UTILITIES IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT FOR
WATER AND WASTEWATER UTILITY LINE CONSTRUCTION
ASSOCIATED WITH HODGES RESERVE, ANTHONY PROPERTY, AND
LAKECO DEWEY PLANNED UNIT DEVELOPMENTS; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute the Utilities Improvement and Impact Fee Credit Agreement for water and wastewater utility line construction associated with the Hodges Reserve, Anthony Property, and Lakeco Dewey Planned Unit Developments.

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 12th day of February 2024.

Mayor

ATTEST:

City Clerk

This instrument prepared by
and after recording return to:

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

Parcel ID Numbers: 31-20-25-0004-000-02400
 31-20-25-0004-000-02800
 32-20-25-0003-000-00900
 05-21-25-0001-000-00100
 06-21-25-0002-000-00500

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**UTILITIES IMPROVEMENT AGREEMENT FOR
HODGES RESERVE, ANTHONY PROPERTY and LAKECO DEWEY PLANNED UNIT
DEVELOPMENTS**

THIS UTILITIES IMPROVEMENT AGREEMENT FOR HODGES RESERVE, ANTHONY PROPERTY AND LAKECO DEWEY PLANNED UNIT DEVELOPMENTS is hereby entered into on this ____ day of _____, 2024, by and between **THE CITY OF LEESBURG**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and **TLC HODGES RESERVE, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("Hodges Developer") and **TLC DR HOLDINGS, LLC**, a Florida limited liability company, whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803 (the "Anthony Developer") (the Hodges Developer and Anthony Developer are hereinafter collectively referred to as the "Developers").

Recitals

WHEREAS, the Hodges Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 31-20-25-0004-000-02400, 31-20-25-0004-000-02800, and 32-20-25-0003-000-00900 and described more particularly on **Exhibit "A"** attached hereto (the "Hodges Property");

WHEREAS, on or about January 3, 2022, the City adopted Ordinance Number 22-06 which approved a Planned Unit Development Agreement for the Hodges Reserve Development on the Hodges Property (the "Hodges PUD");

WHEREAS, pursuant to the Hodges PUD, the Hodges Developer is authorized to construct four hundred forty-nine (449) single-family residential units on the Property;

WHEREAS, the Anthony Developer is the owner of certain real property located in Leesburg, Lake County, Florida identified as Parcel ID Number(s) 05-21-25-0001-000-00100 and described more particularly on **Exhibit "B"** attached hereto (the "Anthony Property");

WHEREAS, on or about November 28, 2022, the City adopted Ordinance Number PUD 22-64 which approved a Planned Unit Development Agreement for the Anthony Property Development on the Anthony Property (the "Anthony PUD");

WHEREAS, on or about February 28, 2022, the City adopted Ordinance Number PUD 21-308 which approved a Planned Unit Development Agreement for the LakeCo Dewey Property Development (the "LakeCo PUD");

WHEREAS, pursuant to the Anthony PUD, the Anthony Developer is authorized to construct three hundred ninety-one (391) single-family residential units on the Property;

WHEREAS, pursuant to the LakeCo Dewey PUD, is authorized to construct one hundred eighty (180) single-family residential units on the Property;

WHEREAS, the Hodges Developer and Anthony Developer are affiliated entities;

WHEREAS, the LakeCo Dewey being an unaffiliated entity will have water services connecting to the utilities being constructed by the Hodges Developer;

WHEREAS, the Hodges PUD and Anthony PUD each provide in part that the respective Developers 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 Hodges Property and Anthony Property, including such off-site improvements required by the City and other appropriate governmental agencies, all constructed to the specifications imposed by applicable City ordinances, codes, and regulations;

WHEREAS, each PUD provides in part that the City intends to service the respective Properties with water and wastewater services and that the cost of supplying all water and wastewater lines and other necessary infrastructure (e.g. booster pump stations, lift stations) shall be the responsibility of each Developer;

WHEREAS, in addition to other costs and charges, the Hodges PUD and Anthony PUD require each respective Developer to pay water system capacity impact fees ("Water Impact Fees") and wastewater system capacity impact fees ("Wastewater Impact Fees") associated with the residential development on their Property (the Water Impact Fees and Wastewater Impact Fees are hereinafter collectively referred to as the "Impact Fees") as building permits are issued for each residential unit on their Property, at the then existing applicable rate;

WHEREAS, among other utility system improvements necessary to serve the Hodges Property, the Hodges Developer is to construct and install approximately 8,460 Linear Feet of 8" sewer main and approximately 8,220 Linear Feet of 12" potable water main along Dewey Robbins Road and a Water Booster Pump Station;

WHEREAS, among other utility system improvements necessary to serve the Anthony Property, the Anthony Developer is to construct and install approximately 1,070 Linear Feet of 12" potable water main along the northern boundary of the Property and Dewey Robbins Road;

WHEREAS, The Hodges Developer has agreed to construct the improvements on the Hodges Property in exchange for credits towards payment of the Impact Fees assessable against the Hodges Property and the Anthony Developer has agreed the construct the improvements on

the Anthony Property in exchange for credit towards payment of the Water and Sanitary Impact Fees assessable against the Anthony Property; and

WHEREAS, the City deems it to be in the best interest of its citizens and utility customers to enter into this agreement with Developers relating to such installation;

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 Developer hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein for all purposes.

2. **Terms of Agreement.**

A. **Construction of Sewer Main.** The Hodges Developer will initially pay all costs to design, engineer, permit, construct, and install approximately 8,460 Linear Feet of an 8-inch PVC sewer main pipe, including all supporting construction materials, which shall extend along Dewey Robins Road from a point near the southeastern corner of the Property to an existing sewer main line at the intersection of Dewey Robbins Road and US Highway 27 (the "Hodges Sewer Utility Improvements"). The Hodges Developer's connection to the existing sewer main shall be temporary and shall be permitted only until such time as a connection to planned sewer bypass is available. The City will notify the Hodges Developer when a connection to the new sewer bypass is available at which point the Hodges Developer, at the Hodges Developer's sole cost and expense and in coordination with the City, shall promptly terminate the connection to the existing sewer main line and connect to the new sewer bypass.

B. **Construction of Hodges Potable Water Main and Connection to LakeCo Dewey Property.** The Hodges Developer will initially pay all costs to design, engineer, permit, construct, and install approximately 8,220 Linear Feet of a 12-inch PVC potable water main pipe, including a booster pump station and all supporting construction materials, which shall extend from a point near the southeastern corner of the Property along Dewey Robins Road to a point at the intersection of Dewey Robbins Road and US Highway 27 (the "Hodges Water Utility Improvements"). (The Hodges Sewer Utility Improvements and Hodges Water Utility Improvements are hereinafter collectively referred to as the "Hodges Utility Improvements"). The Hodges Water Utility Improvements will connect the 12-inch PVC potable water main pipe to the LakeCo Dewey property on Dewey Robbins Road.

C. **Construction of Anthony Potable Water Main.** The Anthony Developer will initially pay all costs to design, engineer, permit, construct, and install approximately 1,070 Linear Feet of a 12-inch PVC potable water main pipe, including all supporting construction materials, which shall extend along the northern boundary of the Anthony Property and Dewey Robbins Road from a point near the intersection of Turkey Lake Road and Dewey Robbins Road to a point near the entry of the development on the Hodges Property (the "Anthony Utility Improvements").

D. **Cost Estimate and Conceptual Plan.** The cost estimate outlining the estimated costs for construction of the Hodges Utility Improvements, Booster Pump Station,

Anthony Utility Improvements and LakeCo property connection is included on **Exhibit "D"** attached hereto (the "Cost Estimate"). The route and location of the Hodges Utility Improvements, Booster Pump Station, Anthony Utility Improvements and LakeCo Property is generally depicted on **Exhibit "E"** attached hereto.

E. Construction and Conveyance. Each Developer shall install their respective Utility Improvements in accordance with the City's Standards and Specifications and according to engineering plans submitted by them and approved by the City prior to commencement of construction, subject to such changes as are approved and/or directed by the City. Such approvals shall confirm the approved changes and any anticipated adjustment to credits towards the Impact Fees. Each Developer shall construct and install their Utility Improvements in accordance with all applicable local, state, and federal regulations, and shall provide the City with a set of as-built drawings (including Auto CAD versions) of the Utility Improvements. The Utility Improvements to be constructed by Developers pursuant to this Agreement shall be conveyed or otherwise dedicated to the City within thirty (30) days of the City's final inspection of the Utility Improvements and issuance of a letter of acceptance related thereto. Such conveyance or dedication shall be at no cost to the City and in a form acceptable to the City to ensure the City's ownership of such improvements and shall be free and clear of all liens and encumbrances whatsoever. Developer shall submit an opinion of title or such other documentation to the City as reasonably deems necessary to confirm that no liens and encumbrances exist on the Utility Improvements. As part of such conveyance or dedication, Developers agree to warrant their respective Utility Improvements constructed hereunder for a period of twenty-four (24) months from the date of acceptance by the City as well as post a two (2) year maintenance bond for fifteen percent (15%) of the value of the Utility Improvements. Developers nor their successors, however, shall bear any responsibility for any costs and expenses for the ongoing maintenance and repair of the Utility Improvements thereafter except for paying utility fees per the City's Code or as otherwise set forth in this Agreement.

F. Performance Bond. If the Utility Improvements have not been completed before either Developer's submission of a final plat then the Developers shall furnish a performance bond for their respective Utility Improvements on a form acceptable to the City in accordance with Section 25-453 of the City's Code.

G. Completion of Construction. The Parties hereto agree that the construction of the Utility Improvements contemplated by this Agreement shall be completed and dedicated to the City within thirty-six (36) months of this Agreement's Effective Date, unless the Parties agree to extend such timeframe in writing. Notwithstanding the foregoing, Developers reserve the right and may undertake the Utility Improvements in phases.

H. Impact Fee Credits for Funding of Utility Improvements. In consideration of the obligations set forth herein, the City agrees to provide Developers with credits towards the Impact Fees for the design, engineering, permitting, construction, and installation costs associated with the Utility Improvements, as desired by the City, including the Hodges Developer's costs to terminate the temporary sewer main connection and connect to the new sewer bypass when available. The number of impact fee credits will be based on the number of residential units on the respective Properties for which water system capacity impact fees and wastewater system capacity impact fees have not already been paid prior to the date of this Agreement. Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Hodges Property is estimated at

\$527,575.00, and the total wastewater system capacity impact fee liability associated with the residential development on the Hodges Property is estimated at \$1,247,322.00, to include four hundred forty-nine (449) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "F"**. Based on current rates, the total water system capacity impact fee liability associated with the residential development on the Anthony Property is estimated at \$459,425.00, and the total wastewater system capacity impact fee liability associated with the residential development on the Anthony Property is estimated at \$1,086,198.00, to include three hundred ninety-one (391) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "G"**. Based on current rates, the total water system capacity impact fee liability associated with the residential development on the LakeCo Property is estimated at \$211,500.00, to include one hundred eighty (180) single family dwelling units on the Property as identified on the Impact Fee calculation estimate attached hereto as **Exhibit "H"**.

The estimated preliminary costs associated with the Utility Improvements are shown on the Cost Estimate attached hereto as **Exhibit "D"**. Upon the completion of the Utility Improvements or a phase thereof and acceptance by the City, Developers will provide a written request and certification of the actual costs of construction to the City Manager at the address listed in this Agreement requesting a release of credits towards the Water Impact Fees and/or Wastewater Impact Fees, as applicable. Following review and approval by the City Manager, the City will provide the applicable Developer(s) with written notification of the release of such credits. The amount of any credits shall be reasonably determined by the City and its engineer. The Parties acknowledge and agree that Developers have the authority to assign or transfer any credits towards Impact Fees granted pursuant to this Agreement provided Developer gives the City prior written notice at least thirty (30) days before the transfer and under the condition that any credits stay either with the Hodges Property or Anthony Property. In addition to the foregoing, if either Developer is required or requested by the City to make any modifications to any of the City's existing water facilities, including, but not limited to, any modifications to increase facility capacity (other than those necessary to accommodate the Utility Improvements), the City acknowledges and agrees that such Developer will be entitled to additional credits towards the applicable Impact Fees for such modifications pursuant to the terms of this Agreement and without the need for a separate agreement. The amount of credits for any such modifications to any of the City's existing water facilities shall be reasonably determined by the City and its engineer. The Hodges Developer shall be responsible for paying all water system capacity impact fee and wastewater system capacity impact fee obligations for the Hodges Property which exceed the total credit due to Developer hereunder. The Anthony Developer shall be responsible for paying all water system capacity impact fee and wastewater system capacity impact fee obligations for the Anthony Property which exceed the total credit due to Developer hereunder. The LakeCo Dewey Developer shall be responsible for paying all water system capacity impact fee and wastewater system capacity impact fee obligations for the LakeCo Dewey Property. The City shall not be obligated to make any payment, transfer, refund, or reimbursement if the impact fee credits to which either Developer is entitled hereunder exceeds the total water system capacity impact fee and wastewater system capacity impact fee liability for the residential development on the Hodges Property or Anthony Property; nor shall any such excess impact fee credits be transferable to a different property or development. This is not a pioneering agreement and no connections to the Utility Improvements by other properties or developments are anticipated. Thus, for the sake of clarity, Developers shall not be entitled to payment or reimbursement from impact fees collected by the City from any other properties or developments

except for the properties described herein, Hodges, Anthony and LakeCo Dewey.

3. **Authority.** 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.

4. **Governing Law; Venue.** 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.

5. **Binding Effect.** 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. Notwithstanding the foregoing, the rights, benefits, and obligations of Developers contained in this Agreement may be assigned by Developers only after the prior written consent of City, which shall not be unreasonably withheld.

6. **Non-Waiver.** Failure by the City or Developers 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 Developers, 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.

7. **Enforcement; Remedies.** 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, Developer waives any claim for, and the City shall not be liable for, any consequential or special damages pursuant to this Agreement.

8. **Severability.** 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.

9. **Disclaimer of Third-Party Beneficiaries.** 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.

10. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight

commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

- (a) TLC Hodges Reserve, LLC
Attn: Andrew Orosz
605 Commonwealth Avenue
Orlando, Florida 32803

With a copy to:

- (b) TLC DR Holdings, LLC
Attn: Andrew Orosz
605 Commonwealth Avenue
Orlando, Florida 32803

- (c) City of Leesburg
Attn: Al Minner, City Manager
501 West Meadow Street
Leesburg, Florida 34748

With a copy to:

William Grant Watson, Esq.
City Attorney
4850 N. Highway 19A
Mount Dora, Florida 32757

11. **Entire Agreement; Amendments.** This Agreement, together with applicable portions of the PUD, 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.

12. **Construction; Headings.** 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. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section. 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. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the section or paragraph in which the term is used. 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.

13. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(a) Keep and maintain public records required by the City to perform the services identified herein.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Developer or keep and maintain public records required by the City to perform the service. If Developer transfers all public records to the City upon completion of this Agreement, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, J. ANDI PURVIS, AT 501 WEST MEADOW STREET, LEEBURG, FLORIDA 34748, (352) 728-9786 EXT 1150, ANDI.PURVIS@LEESBURGFLORIDA.GOV.

14. **Records and Audits.** Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to

this Agreement. Such records shall be available at Developer's place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the City upon five (5) business days prior written notice.

15. **Equal Opportunity Employment.** Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

16. **Recording of Agreement.** This Agreement may be recorded at Developer's expense in the Public Records of Lake County, Florida, following its Effective Date.

17. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties.

18. **Waiver of Jury Trial.** 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 FOLLOWING PAGES

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: _____, Mayor

Date: _____

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William Grant Watson, City Attorney

WITNESSES:

Signature

Jason Lennis

Printed Name

605 Commonwealth Ave.

Postal Address

TAN

Signature

TAN TRAN

Printed Name

605 Commonwealth Ave

Postal Address

Orlando, FL 32803

TLC DR HOLDINGS, LLC, a
Florida limited liability company,

By:

Andrew Orosz

Name:

Andrew Orosz

Title:

Authorized Representative

Date:

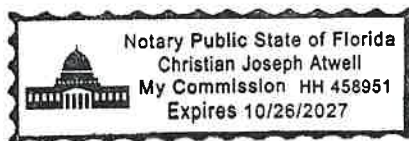
2-6-2024

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of February, 2023, by Andrew Orosz, as the owner of TLC DR Holdings, LLC, a Florida limited liability company, who is X personally known or produced as identification

(Seal)



Christian Atwell
NOTARY PUBLIC

WITNESSES:

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

TLC HODGES RESERVE, LLC, a
Florida limited liability company,

By:

Name:

Title:

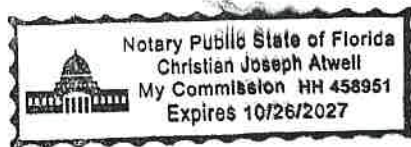
Date:

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of February, 2024, by Andrew Drasz, as the attorney of TLC Hodges Reserve, LLC, a Florida limited liability company, who is ☒ personally known or produced as identification _____.

(Seal)



NOTARY PUBLIC

Exhibit "A"
(Legal Description of Hodges Property)

PARCEL ID NUMBERS: 31-20-25-0004-000-02400; 31-20-25-0004-000-02800

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS LEGAL DESCRIPTION DESCRIBED IN OFFICIAL RECORDS BOOK 1021, PAGE 1349, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4. ALL LOCATED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY, FLORIDA, BY QUITCLAIM DEED RECORDED IN O.R. BOOK 158, PAGE 341, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

PARCEL ID NUMBER: 32-20-25-0003-000-00900

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY.

Exhibit "B"

(Legal Description of Anthony Property)

THE WEST 3/4 OF GOVERNMENT LOT 2 AND ALL OF GOVERNMENT LOT 3, ALL LYING IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 33' THEREOF FOR ROAD RIGHT-OF-WAY.

Exhibit "C"
(Legal Description of LakeCo Property)

Parcel ID NUMBER: 06-21-25-0002-000-00500

THAT PART OF GOVERNMENT LOTS 3 AND 4, SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6, RUN SOUTH ALONG THE WEST LINE OF SAID SECTION 1763.20 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89°48'41" EAST TO A POINT 660 FEET WEST OF THE EAST BOUNDARY OF SAID GOVERNMENT LOT 4, THENCE NORTH PARALLEL TO THE EAST BOUNDARY OF SAID GOVERNMENT LOTS 4 AND 3 TO THE NORTH LINE OF SAID SECTION 6, THENCE WEST ALONG SAID SECTION LINE TO THE POINT OF BEGINNING, LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

A 33' WIDE STRIP OF LAND LYING CONTIGUOUS TO, AND SOUTHERLY OF, THE NORTH LINE OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89°30'25" W 3303.30 FEET ALONG THE NORTH LINE OF SAID SECTION 6 TO THE INTERSECTION WITH A LINE LYING 660 FEET WEST OF, AND PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 3, AS CITED IN OFFICIAL RECORDS BOOK 1522, PAGE 1040, PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; THENCE NORTH 89°30'25" W 512.10 FEET ALONG SAID NORTH LINE OF SECTION 6; THENCE SOUTH 33.00 FEET; THENCE SOUTH 89°30'25" E 511.66 FEET ALONG A LINE LYING 33.00 FEET SOUTH OF, AND PARALLEL WITH SAID NORTH LINE OF SECTION 6 TO SAID LINE LYING 660 FEET WEST OF, AND PARALLEL WITH EAST LINE OF GOVERNMENT LOT 3; THENCE NORTH 00°46'08" E 33.00 FEET ALONG SAID LINE LYING PARALLEL WITH AND 660 FEET WEST OF EAST LINE OF GOVERNMENT LOT 3, TO THE POINT OF BEGINNING.

Exhibit "D"

(Cost Estimate)

Dewey Robbins Rd - Pioneer Agreement
Offsite Utilities & Booster Pump Station
Update 12/12/23

Using Hughes Bros bids dated 11-15-23 & GAI Estimate 12-8-23

HODGES SEWER UTILITY IMPROVEMENTS - From the Intersection of Dewey Robbins Rd & US HW 27 to Hodges' 2nd entry

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
Construction Layout	1	LS	\$ 15,000.00	\$ 15,000.00
Certified As-Built	1	LS	\$ 12,000.00	\$ 12,000.00
Geotechnical Report	1	LS	\$ 8,000.00	\$ 8,000.00
Construction Entrance	1	EA	\$ 4,595.00	\$ 4,595.00
M.O.T.	1	LS	\$ 20,000.00	\$ 20,000.00
GENERAL CONDITIONS				\$ 79,595.00
SWPPP	1	LS	\$ 11,200.00	\$ 11,200.00
R.O.W Grading	35,000	SY	\$ 0.65	\$ 22,750.00
Bahia Sod	35,000	SY	\$ 3.35	\$ 117,250.00
Silt Fence	15,600	LF	\$ 2.00	\$ 31,200.00
EARTHWORK/GRADING				\$ 182,400.00
Connect to Existing (TSV)	1	EA	\$ 6,950.00	\$ 6,950.00
6" PVC Forcemain	120	LF	\$ 37.35	\$ 4,482.00
8" PVC Forcemain	7,640	LF	\$ 51.25	\$ 391,550.00
10" Directional Drill	700	LF	\$ 270.00	\$ 189,000.00
6" Gate Valve	1	EA	\$ 4,395.00	\$ 4,395.00
8" Plug Valve	15	EA	\$ 2,995.00	\$ 44,925.00
ARV Assy	4	EA	\$ 10,905.00	\$ 43,620.00
Fittings	1	LS	\$ 78,563.00	\$ 78,563.00
Testing	8,460	LF	\$ 2.35	\$ 19,881.00
SANITARY SEWER				\$ 783,366.00
TOTAL PROJECT COST				\$ 1,045,361.00

HODGES WATER UTILITY IMPROVEMENTS - From the Intersection of Dewey Robbins Rd & US HW 27 to Hodges' 2nd entry

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
Construction Layout	1	LS	\$ 15,000.00	\$ 15,000.00
Certified As-Built	1	LS	\$ 12,000.00	\$ 12,000.00
Geotechnical Report	1	LS	\$ 8,000.00	\$ 8,000.00
Construction Entrance	1	EA	\$ 4,595.00	\$ 4,595.00
M.O.T.	1	LS	\$ 20,000.00	\$ 20,000.00
GENERAL CONDITIONS				\$ 79,595.00
SWPPP	1	LS	\$ 11,200.00	\$ 11,200.00
R.O.W Grading	35,000	SY	\$ 0.65	\$ 22,750.00
Bahia Sod	35,000	SY	\$ 3.35	\$ 117,250.00
Silt Fence	15,600	LF	\$ 2.00	\$ 31,200.00
EARTHWORK/GRADING				\$ 182,400.00
Connect to Existing	1	EA	\$ 6,380.00	\$ 6,380.00
Temporary Jumper	1	EA	\$ 2,215.00	\$ 2,215.00
12" PVC Watermain	8,040	LF	\$ 93.65	\$ 752,946.00
10" PVC Watermain	80	LF	\$ 83.45	\$ 6,676.00
12" DIP Watermain	100	LF	\$ 164.20	\$ 16,420.00
10" Gate Valve	2	EA	\$ 3,645.00	\$ 7,290.00
12" Gate Valve	12	EA	\$ 4,462.00	\$ 53,544.00
Fittings	1	LS	\$ 59,765.00	\$ 59,765.00
Blow-Off Assembly	1	EA	\$ 1,945.00	\$ 1,945.00
Fire Hydrant Assy.	8	EA	\$ 7,765.00	\$ 62,120.00
Testing	8,220	LF	\$ 4.30	\$ 35,346.00
WATER LINE				\$ 1,004,647.00
TOTAL PROJECT COST				\$ 1,266,642.00

ANTHONY WATER UTILITY IMPROVEMENTS - From Hodges' 2nd entry to Anthony's entrance @ Turkey Lake

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
Construction Layout	1	LS	\$ 8,000.00	\$ 8,000.00
Certified As-Built	1	LS	\$ 8,000.00	\$ 8,000.00
Geotechnical Report	1	LS	\$ 5,000.00	\$ 5,000.00
Construction Entrance	1	EA	\$ 4,595.00	\$ 4,595.00
M.O.T.	1	LS	\$ 10,000.00	\$ 10,000.00
GENERAL CONDITIONS				\$ 45,595.00

SWPPP	1	LS	\$ 8,400.00	\$ 8,400.00
R.O.W Grading	3,000	SY	\$ 0.65	\$ 1,950.00
Bahia Sod	3,000	SY	\$ 3.35	\$ 10,050.00
Silt Fence	2,400	LF	\$ 2.00	\$ 4,800.00
EARTHWORK/GRADING				\$ 25,200.00

Connect to Existing	1	EA	\$ 6,380.00	\$ 6,380.00
Temporary Jumper	1	EA	\$ 2,215.00	\$ 2,215.00
12" PVC Watermain	950	LF	\$ 93.65	\$ 88,967.50
10" PVC Watermain	80	LF	\$ 83.45	\$ 6,676.00
12" DIP Watermain	40	LF	\$ 164.20	\$ 6,568.00
10" Gate Valve	2	EA	\$ 3,645.00	\$ 7,290.00
12" Gate Valve	1	EA	\$ 4,462.00	\$ 4,462.00
Fittings	1	LS	\$ 59,765.00	\$ 59,765.00
Blow-Off Assembly	1	EA	\$ 1,945.00	\$ 1,945.00
Fire Hydrant Assy.	1	EA	\$ 7,765.00	\$ 7,765.00
Testing	1,070	LF	\$ 4.30	\$ 4,601.00
WATER LINE				\$ 196,634.50

TOTAL PROJECT COST **\$ 267,429.50**

Booster Pump Station - Precast Building

General Conditions (5% of subtotal)	1	LS	\$ 18,462.50	\$ 18,462.50
Sitework - Asphalt Drive, security fence, gate	1	LS	\$ 30,000.00	\$ 30,000.00
Pumps - Furnish & Install - (2) 25hp Horizontal Centrifugal, (1) 15 hp Jockey	1	LS	\$ 61,000.00	\$ 61,000.00
Precast Pump Building - 12'x30' including foundation, doors, roll up doors	1	LS	\$ 106,250.00	\$ 106,250.00
HVAC	1	LS	\$ 17,000.00	\$ 17,000.00
Yard Piping	1	LS	\$ 25,000.00	\$ 25,000.00
Above Ground Piping and Process Valves	1	LS	\$ 50,000.00	\$ 50,000.00
Electrical and Control System (20% of subtotal)	1	LS	\$ 73,850.00	\$ 73,850.00
Generator - 100 kW	1	LS	\$ 80,000.00	\$ 80,000.00
Engineering, Permitting & Contingency	1	LS	\$ 230,781.00	\$ 230,781.00
				\$ 692,343.50

TOTAL PROJECT COST **\$ 692,343.50**

Exhibit "E"
(Conceptual Utility Improvement Plan)

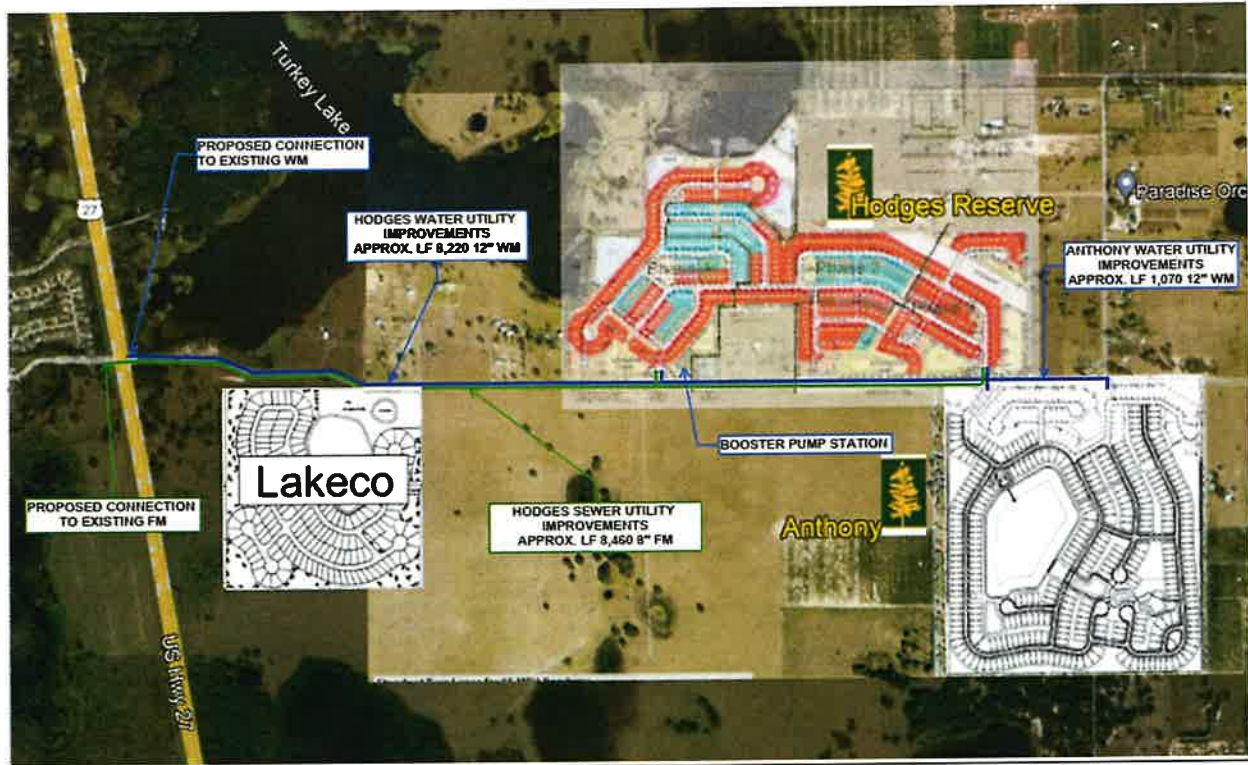


Exhibit "F"

(Estimated Hodges Residential Water System and
Wastewater System Capacity Impact Fee Liability)

USE: Hodges Reserve - 449 dwelling units				3-Apr-23	
LOCATION: Dewey Robbins				ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	Impact Fee	Type	Basis	Number	Fee
Water:	\$527,575.00	SFR	Per Unit	449	1175.00
Wastewater:	\$1,247,322.00	SFR	Per Unit	449	2778.00
Police:	\$0.00	SFR			
Fire:	\$0.00	SFR			
Lake County Transportation:	\$0.00	SFR			
Recreation:	\$0.00	SFR			
Lake County Library:	\$0.00	SFR			
Lake County Education:	\$0.00	SFR			
FEE SUBTOTAL:		\$1,774,897.00			
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	Impact Fee	Type	Basis	Number	Fee
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence	\$1,774,897.00				
>1,500 SF Townhome	\$0.00				
IMPACT FEES DUE		\$1,774,897.00			
Notes:					

ESTIMATE ONLY

Based on 449 Single Family dwelling units

Senior Planner
o/b/o: Dan Miller
Planning & Zoning Manager
Community Development Department
204 N. Fifth Street
Leesburg, Florida
352.728-9786 x1710

Exhibit "G"

(Estimated Anthony Residential Water System and
Wastewater System Capacity Impact Fee Liability)

USE: Anthony - 391 dwelling units		11-Dec-23	
LOCATION: Dewey Robbins		ESTIMATE SFRs	
IMPACT FEE CALCULATION <1,500 SF Single Family Residence			
IF Category	Impact Fee	Type	Basis
Water:	\$459,425.00	SFR	Per Unit
Wastewater:	\$1,086,198.00	SFR	Per Unit
Police:	\$0.00	SFR	
Fire:	\$0.00	SFR	
Lake County Transportation:	\$0.00	SFR	
Recreation:	\$0.00	SFR	
Lake County Library:	\$0.00	SFR	
Lake County Education:	\$0.00	SFR	
FEE SUBTOTAL:		\$1,545,623.00	
USE: Anthony - 391 dwelling units		11-Dec-23	
LOCATION: Dewey Robbins		ESTIMATE SFRs	
IMPACT FEE CALCULATION >1,500 SF Townhome			
IF Category	Impact Fee	Type	Basis
Water:			
Wastewater:			
Police:			
Fire:			
Lake County Transportation:			
Recreation:			
Lake County Library:			
Lake County Education:			
CREDIT SUBTOTAL:			
<1,500 SF Single Family Residence	\$1,545,623.00	<u>ESTIMATE ONLY</u> Based on 391 Single Family dwelling units	
>1,500 SF Townhome	\$0.00		
IMPACT FEES DUE	\$1,545,623.00		
Notes: Senior Planner o/b/o: Dan Miller Planning & Zoning Manager Community Development Department 204 N. Fifth Street Leesburg, Florida 352.728-9786 x1710			

Exhibit "H"
(Estimated LakeCo Residential Water System
Capacity Impact Fee Liability)

USE: LakeCo Property - 180 dwelling units					19-Jan-24
LOCATION: Dewey Robbins					ESTIMATE SFRs
IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
IF Category	Impact Fee	Type	Basis	Number	Fee
Water:	\$211,500.00	SFR	Per Unit	180	1175.00
Wastewater:		SFR	Per Unit		
Police:	\$0.00	SFR			
Fire:	\$0.00	SFR			
Lake County Transportation:	\$0.00	SFR			
Recreation:	\$0.00	SFR			
Lake County Library:	\$0.00	SFR			
Lake County Education:	\$0.00	SFR			
FEE SUBTOTAL:		\$211,500.00			
IMPACT FEE CALCULATION >1,500 SF Townhome					
IF Category	Impact Fee	Type	Basis	Number	Fee
Water:					
Wastewater:					
Police:					
Fire:					
Lake County Transportation:					
Recreation:					
Lake County Library:					
Lake County Education:					
CREDIT SUBTOTAL:					
<1,500 SF Single Family Residence		\$211,500.00			
>1,500 SF Townhome		\$0.00			
IMPACT FEES DUE		\$ 211,500.00			
Notes: <u>ESTIMATE ONLY</u> Based on 180 Single Family dwelling units Senior Planner o/b/o: Dan Miller Planning & Zoning Manager Community Development Department 204 N. Fifth Street Leesburg, Florida 352.728-9786 s1710					

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: February 12, 2024

From: Andi Purvis, (City Clerk)

Subject: 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 Cedar Landings, LP, regarding the provision of natural gas service to the development known as Blue Cedar Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Cedar Landings, LP.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Cedar Landings, LP, for the development known as Blue Cedar Phase 1, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

Options:

1. Approve 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
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
CEDAR LANDINGS, LP, REGARDING THE PROVISION OF NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS BLUE CEDAR PHASE 1;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Cedar Landings, LP, for the provision of natural gas service to the development known as Blue Cedar Phase 1.

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 12th day of February 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the **City of Leesburg, Florida**, a municipal corporation organized under the laws of the State of Florida, 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and **Cedar Landings, LP**, a Florida limited partnership, 921 North Pennsylvania Avenue, Winter Park, Florida 32789 (hereinafter referred to as “Developer,” and sometimes referred to as a “Party” or as the “Parties”).

WITNESSETH:

WHEREAS, Blue Cedar Investments, LLC, 210 Hanger Road, Kissimmee Florida 34741 (“Blue Cedar”) owned certain real property annexed into the city of Leesburg pursuant to that certain Ordinance No. 23-21, recorded in Official Records Book 6119, Page 382, Public Records of Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 07-21-25-0003-000-02200; and 18-21-25-0001-000-00300

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Blue Cedar Phase 1” (the “Development”);

WHEREAS, Blue Cedar conveyed the portion of the Development intended for residential development to Developer by virtue of that certain Special Warranty Deed recorded in Official Records Book 6266, Page 949, Public Records of Lake County, Florida (the “Residential Property”):

See Schedule “B” attached hereto

Parcel Identification Number(s): **A Portion of** Parcel Identification Number(s): 07-21-25-0003-000-02200; and all of 18-21-25-0001-000-00300;

WHEREAS, Blue Cedar retained the remainder of the Development for commercial development (the “Commercial Property”):

See Schedule “C” attached hereto

Parcel Identification Number(s): **A Portion of** Parcel Identification Number: 07-21-25-0003-000-02200.

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Developer or a Subsequent Developer/Owner (“Subsequent Developer/Owner”) utilize natural gas in connection with development of the Residential Property; and

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and do also 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 Residential Property. Developer or any Subsequent Developer/Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as **Schedule “D”** and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (207) *residential* units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

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

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Five Hundred and Twenty Nine Thousand Eight Hundred Seventy Three dollars and Sixty One cents (\$529,873.61). Fifteen (15) days prior to

construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property. City agrees to provide a rough estimate of the escrowed funds spent from time to time (upon request), and, following the City's completion of the infrastructure as contemplated herein, refund any remaining escrowed funds to Developer or Subsequent Developer/Owner within thirty (30) days of written request.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the ultimate residential lot Owner and or the ultimate residential lot Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of the ultimate residential lot Owner and/or the ultimate residential lot Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then the ultimate residential lot Owner

shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Developer or Subsequent Developer/Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Developer or Subsequent Developer/Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

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

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

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

11. Developer or Subsequent Developer/Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer or Subsequent Developer/Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEESBURG

BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

DEVELOPER:

CEDAR LANDINGS, LP
a Florida limited partnership

By: Condev Cedar Landings, GP, LLC, a Florida
limited liability company, its General Partner

By: Condev SFR Development, LLC, a Florida
limited liability company, its Manager

By: _____
Name: Christopher Gardner
Title: Manager

[Corporate Seal]

SCHEDULE "A"

THE PROPERTY

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND GOVERNMENT LOT 4, EAST OF U.S. 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.

SCHEDULE "B"

THE RESIDENTIAL PROPERTY

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND GOVERNMENT LOT 4, EAST OF U.S. 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.

AND

LESS AND EXCEPT

THAT PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27, IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 4; THENCE RUN SOUTH 89°37'12" EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, FOR A DISTANCE OF 688.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200-2504, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5606.91 FEET; THENCE FROM A RADIAL LINE WHICH BEARS S80°35'48"W, RUN NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°22'08", AN ARC LENGTH OF 818.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°02'03" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 35.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°02'03" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 480.07 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 4; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN SOUTH 89°36'48" EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF 317.19 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 349.29 FEET; THENCE RUN SOUTH 10°56'45" WEST, FOR A DISTANCE OF 26.33 FEET; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 82.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 283.52 FEET TO THE POINT OF BEGINNING.

AND

LESS AND EXCEPT

THAT PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27, IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 4; THENCE RUN SOUTH 89°37'12" EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, FOR A DISTANCE OF 688.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200-2504, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5606.91 FEET; THENCE FROM A RADIAL LINE WHICH BEARS S80°35'48"W, RUN NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°42'18", AN ARC LENGTH OF 166.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°08'01", AN ARC LENGTH OF 600.22 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST, FOR A DISTANCE OF 362.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°46'04", AN ARC LENGTH OF 67.79 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 82°13'56" EAST, FOR A DISTANCE OF 62.36 FEET; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 585.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 418.07 FEET TO THE POINT OF BEGINNING.

SCHEDULE "C"

THE COMMERCIAL PROPERTY

(Being one and the same as the property lessed out of the foregoing description of the Residential Property)

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

THAT PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27, IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 4; THENCE RUN SOUTH 89°37'12" EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, FOR A DISTANCE OF 688.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200-2504, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5606.91 FEET; THENCE FROM A RADIAL LINE WHICH BEARS S80°35'48"W, RUN NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°22'08", AN ARC LENGTH OF 818.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°02'03" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 35.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°02'03" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 480.07 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 4; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN SOUTH 89°36'48" EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF 317.19 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 349.29 FEET; THENCE RUN SOUTH 10°56'45" WEST, FOR A DISTANCE OF 26.33 FEET; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 82.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 283.52 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27, IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 4; THENCE RUN SOUTH 89°37'12" EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, FOR A DISTANCE OF 688.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200-2504, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 5606.91 FEET; THENCE FROM A RADIAL LINE WHICH BEARS

S80°35'48"W, RUN NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. 27 (STATE ROAD NO. 25) AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°42'18", AN ARC LENGTH OF 166.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°08'01", AN ARC LENGTH OF 600.22 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 90°00'00" EAST, FOR A DISTANCE OF 362.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°46'04", AN ARC LENGTH OF 67.79 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 82°13'56" EAST, FOR A DISTANCE OF 62.36 FEET; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 585.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 418.07 FEET TO THE POINT OF BEGINNING.

SCHEDULE "D"

THE MAP OF THE DEVELOPMENT



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: February 12, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282(a)(1) PDO five-acre minimum, to the existing C-1 (Neighborhood Commercial) zoning, on approximately 0.34 +/- acres, to allow for a triplex use on a property generally located north of West Main Street and west of Harold Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (2512 W Main Triplex PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay), with a waiver from Section 25-282(a)(1) PDO five-acre minimum, to the existing C-1 (Neighborhood Commercial) zoning, to allow for a triplex use.

Analysis:

A Planned Development Overlay (PDO) allows an additional use or uses but keeps the underlying zoning district. PDOs are a tool for adding appropriate uses, where applicable, with appropriate conditions.

The project site is approximately 0.34 +/- acres, and is generally located north of West Main Street and west of Harold Street as shown on the attached maps. At this time, the property is developed with an existing single-family residence. The proposal will allow a triplex structure. Uses in this area include triplex, duplex, and single family. City of Leesburg utilities are available nearby. The size of the lot will support the proposed use, and provide attainable infill housing units.

The Planning Commission held a public hearing on the application on December 14, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay) to permit a triplex use; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY), WITH A WAIVER FROM SECTION 25-282(A)(1) PDO FIVE-ACRE MINIMUM, TO THE EXISTING C-1 (NEIGHBORHOOD COMMERCIAL) ZONING, ON APPROXIMATELY 0.34 +/- ACRES, TO ALLOW FOR A TRIPLEX USE ON A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET AND WEST OF HAROLD STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (2512 W MAIN TRIPLEX PDO)

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

Section 1.

Based upon the petition of Tony Huang (Agent, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1), PDO five acre requirement, to allow a triplex on said property located in Lake County Florida, is hereby added to the existing City of Leesburg C-1 (Neighborhood Commercial) zoning, 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 12th day of February 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

2512 W Main Triplex PDO – 2512 W Main Street, Leesburg, FL 34748

PUD-23-489

AK#: 1353211

Legal Description Taken from Applicant Survey

Tuesday, October 24, 2023

Legal Description

THE NORTH 10' OF LOTS 4 AND 5 AND LOTS 6, 7, 8, 9, AND 10, LESS THE SOUTH 10' THEREOF,
BLOCK 2 OF PFAHL ADDITION, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA, PLAT
BOOK 8, PAGE 58, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

2512 W Main Triplex
PLANNED DEVELOPMENT OVERLAY CONDITIONS
In a C-1 (Neighborhood Commercial) Zoning District
December 14, 2023

These Planned Development Conditions for a PDO (Planned Development Overlay) District, with a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1), PDO five acre minimum, are granted by the City of Leesburg, Florida to **Hai Huang**, whose address is **994 Hibiscus Street, Lady Lake, Florida 34159 "Permittee" (Tony Huang, 310 Perkins Street, Leesburg, Florida 34748, Petitioner/Agent)** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district, with waiver from Section 25-282 (a) (1), on an approximately 0.34-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned C-1 (Neighborhood Commercial), with a Future Land Use designation of General Commercial. The property has one 938 square foot single-family residence. The purpose is to utilize the property for a triplex.

REQUEST

1. Add a Planned Development Overlay (PDO) to a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use district.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **Hai Huang**, whose address is **994 Hibiscus Street, Lady Lake, Florida 34159 "Permittee" (Tony Huang, 310 Perkins Street, Leesburg, Florida 34748, Petitioner/Agent)** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located north of West Main Street, west of Harold Street, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for C-1 (Neighborhood Commercial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the C-1 (Neighborhood Commercial), subject to site review
 - b. Triplex
 - c. Duplex
 - d. Office uses, including general, professional and medical;
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the C-1 (Neighborhood Commercial) zoning district.

4. **SITE ACCESS**

- A. Existing access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the C-1 (Neighborhood Commercial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein 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 Planned Development Overlay Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions

hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.
- G. On December 14, 2023, the Planning Commission has granted a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1), which requires a subject property with minimum of five (5) acres of continuous land for a Planned Development Overlay.

**LEGAL DESCRIPTION
PUD-23-489**

**EXHIBIT B
(from Survey)**

**THE NORTH 10' OF LOTS 4 AND 5 AND LOTS 6, 7, 8, 9, AND 10, LESS THE SOUTH 10'
THEREOF,
BLOCK 2 OF PFAHL ADDITION, A SUBDIVISION IN THE CITY OF LEESBURG,
FLORIDA, PLAT
BOOK 8, PAGE 58, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.**

EXHIBIT C

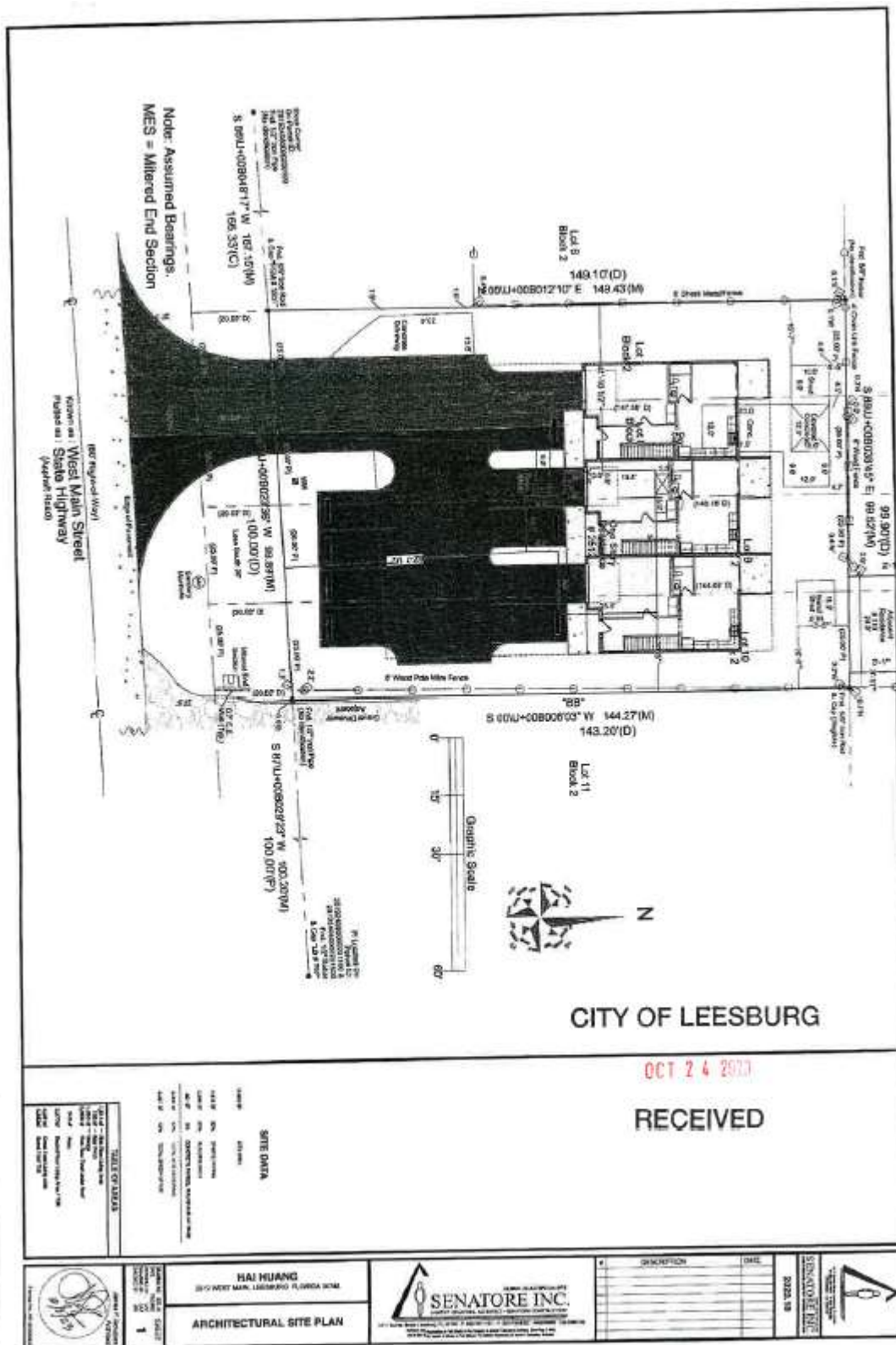


EXHIBIT D

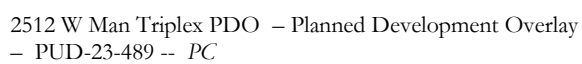
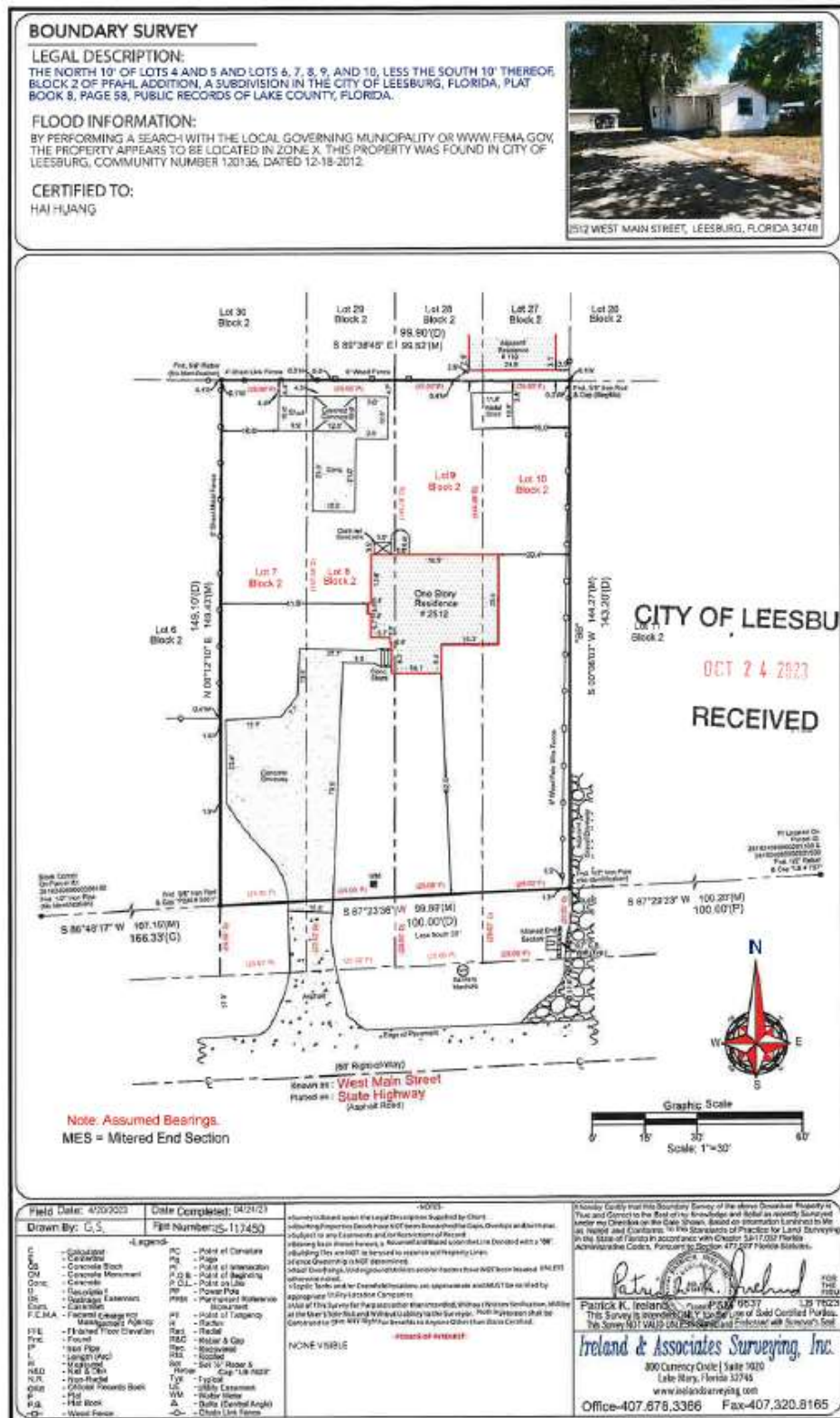


EXHIBIT E



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 Cadin © 2005. Rendered for the Town of Southampton, NY. Used with permission.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 14, 2023
OWNER: Hai Huang
PETITIONER: Tony Huang
PROJECT: 2512 W Main Triplex PDO
CASE NO.: PUD-23-489

REQUEST

1. Add a Planned Development Overlay (PDO) to a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use district.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

The C-1 (Neighborhood Commercial) zoning district permits triplex uses under City of Leesburg Code of Ordinances Section 23-284 (3) *Use table*. However, the Future Land Use designation of General Commercial requires a planned zoning for a residential use, per the City of Leesburg Comprehensive Plan, Future Land Use Element, B. 1. (i) *General Commercial*. As currently zoned, changes to the underlying C-1 (Neighborhood Commercial) zoning district or General Commercial Future Land Use could constitute a “spot zoning,” or an inconsistent land use amendment, and thus be incompatible with City of Leesburg Comprehensive Plan, *Future Land Use Element*, Objective 1.6, Policy 1.6.1. 5.

Per City of Leesburg Code of Ordinances Section 25-282 (a)(1), unless waived by the Planning Commission, a PDO shall include less than 5 acres of contiguous land. The subject property is 0.34 +/- acres, therefore, if the Planning Commission wishes to approve the request, the project will require a waiver.

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed requests on the subject property are compatible with the existing zoning district of C-1 (Neighborhood Commercial), and the surrounding zoning districts including C-1 (Neighborhood Commercial), C-2 (Community Commercial), R-1 (Low Density Residential), and R-2 (Medium Density Residential).

2. There is no change proposed to the Future Land Use designation of General Commercial. The proposed request for the addition of a Planned Development Overlay, with request for waiver from Section 25-282(a)(1), is compatible with the current surrounding Future Land Use designations, including General Commercial and Low Density Residential.
3. The requests will allow a triplex use consistent with the surrounding land uses, while maintaining the existing Zoning and Future Land Use designation.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development, and is therefore consistent with the residential use compatibility requirement in the City of Leesburg Comprehensive Plan, Future Land Use Element, B. 1. (i) *General Commercial*.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a C-1 (Neighborhood Commercial) zoning, with a waiver from Section 25-282(a)(1), and forward this recommendation to the City Commission for consideration.

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

DATE: December 14, 2023

OWNER: Hai Huang

PETITIONER: Tony Huang

PROJECT: 2512 W Main Triplex PDO

REQUEST: Addition of a Planned Development Overlay on a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use, with request for waiver from Section 25-282(A)(1).

CASE NO.: PUD-23-489

GENERAL LOCATION: North of W Main Street and west of Harold Street.

FUTURE LAND USE DESIGNATION: General Commercial.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – General Commercial, Low Density Residential
South – General Commercial, Low Density Residential
East – General Commercial
West – General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: To remain General Commercial.

EXISTING ZONING DESIGNATION: C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – C-1 (Neighborhood Commercial), R-2 (Medium Density Residential)
South – C-1 (Neighborhood Commercial), R-1 (Low Density Residential)
East – C-1 (Neighborhood Commercial)
West – C-1 (Neighborhood Commercial), C-2 (Community Commercial), R-1 (Low Density Residential)

PROPOSED ZONING DESIGNATION: C-1 (Neighborhood Commercial), with a PDO permitting a triplex use.

EXISTING LAND USE: Single-family residence.

SURROUNDING LAND USE:

North – Single-family
South – Single-family, Commercial
East – Triplex, Single-family
West – Single-family, Commercial, Vacant

PROPOSED LAND USE: A triplex unit.

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

DATE: December 8, 2023
OWNER: Hai Huang
PETITIONER: Tony Huang
PROJECT: 2512 W Main Triplex PDO
REQUEST: Addition of a Planned Development Overlay on a C-1 (Neighborhood Commercial) zoning to permit a triplex use in a General Commercial Future Land Use, with request for waiver from Section 25-282(A)(1).
CASE NO.: PUD-23-489

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/8/2023.

FIRE

No comments from the Leesburg Fire Department. – Captain Amanda Stevenson, 11/29/2023.

ELECTRIC

Electric feed will have to be from the front of the property along Main. Underground will be required. Easements may be required. – Steve Davis, 11/15/2023.

GAS

Natural gas is available. – Brandon Smith, 11/16/2023.

GIS

No comments received as of 12/8/2023.

BUILDING

No comments received as of 12/8/2023.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 11/15/2023.

ADDRESSING

No comments received as of 12/8/2023.

HOUSING & REDEVELOPMENT

No comments received as of 12/8/2023.

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/8/2023.

LAKE COUNTY SCHOOLS

The school district doesn't have any comments for the proposed triplex structure.

Projects of less than four units are exempt from school concurrency review. – Helen LaValley, 11/21/2023.

PUBLIC RESPONSES

Approval

1 Approval (with Comments)

Disapproval

1 Disapproval (with Comments)

No comment

Notice of Appearance filed:

Approval

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

“As long as our property does not flood and as long as it does not affect our property; the fence stays up. Not giving up none of our property or selling.” - Ms. Ellen Tyler, 2510 W Main Street; Received 12/5/2023.

Disapproval

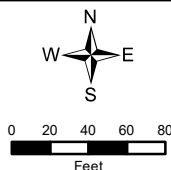
PUBLIC COMMENTS (DISAPPROVAL)

“This is an area of older homes, we do not triplex in the area, as the one that are close in the area are not maintained.” Ms. Karen Peden, 2520 Westside Drive, Received 12/7/2023.

Aerial

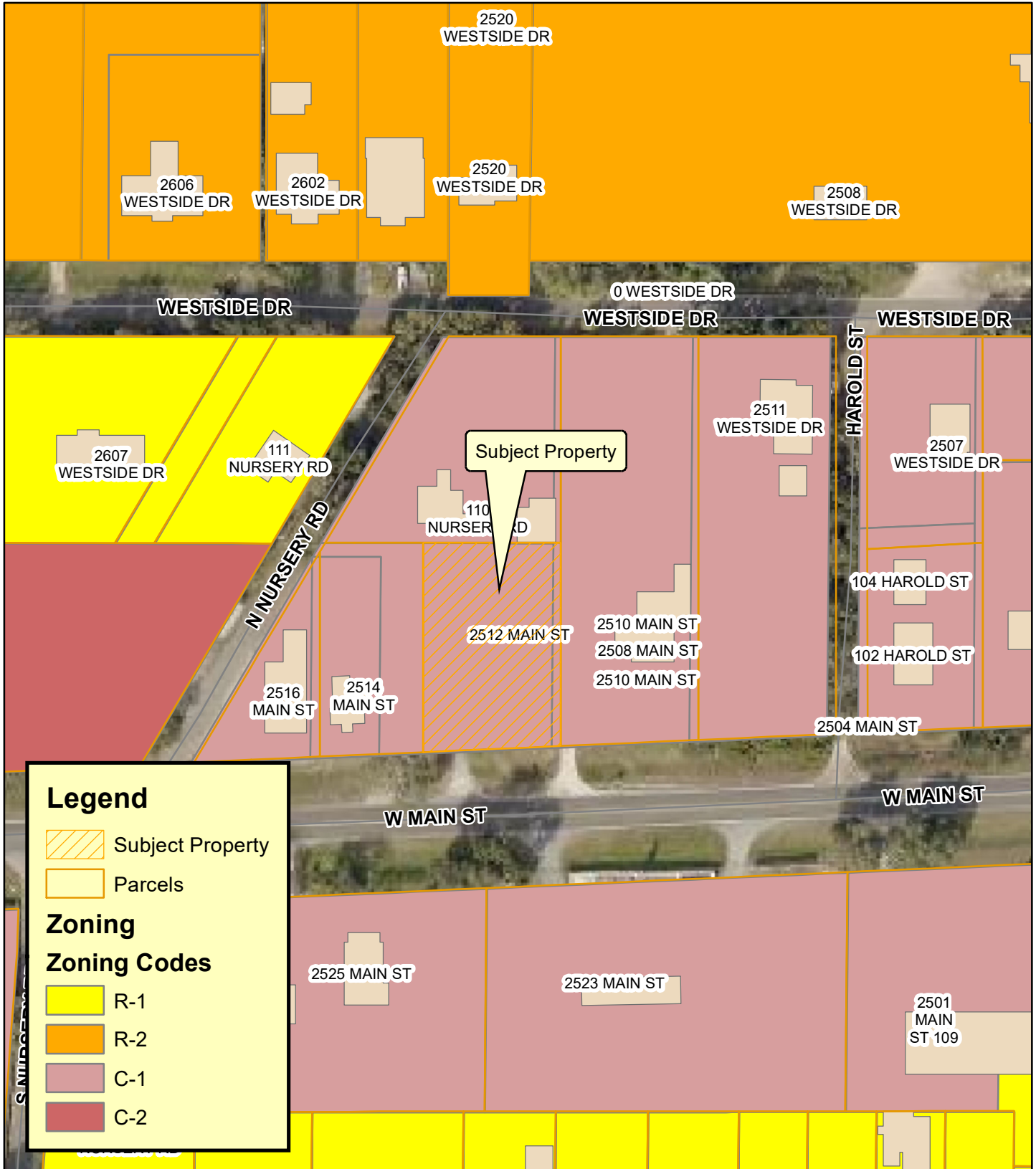


**Planning
& Zoning
Division**

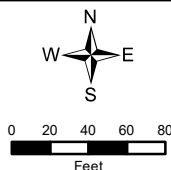


PUD-23-489
 2512 W Main Triplex PDO
 2512 W MAIN ST, LEESBURG FL, 34748
 AK #: 1353211
 Section 28, Township 19 South, Range 24 East
 October 24, 2023

Zoning



**Planning
& Zoning
Division**

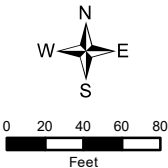


PUD-23-489
 2512 W Main Triplex PDO
 2512 W MAIN ST, LEESBURG FL, 34748
 AK #: 1353211
 Section 28, Township 19 South, Range 24 East
 October 24, 2023

Proposed Zoning

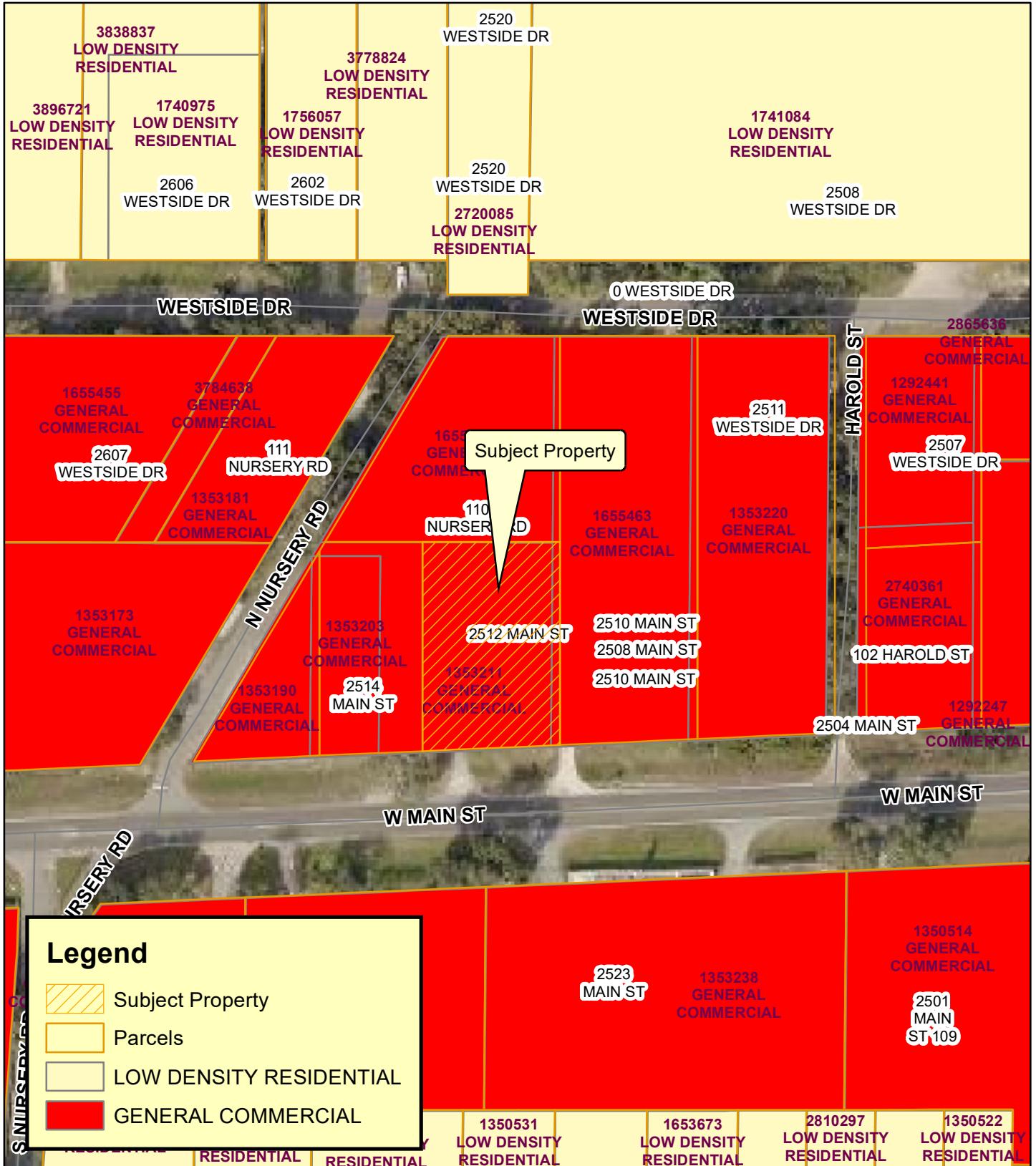


**Planning
& Zoning
Division**

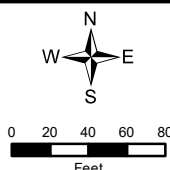


PUD-23-489
2512 W Main Triplex PDO
2512 W MAIN ST, LEESBURG FL, 34748
AK #: 1353211
Section 28, Township 19 South, Range 24 East
October 24, 2023

Future Land Use



**Planning
& Zoning
Division**

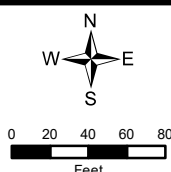


PUD-23-489
 2512 W Main Triplex PDO
 2512 W MAIN ST, LEESBURG FL, 34748
 AK #: 1353211
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 October 24, 2023

Surrounding Land Uses

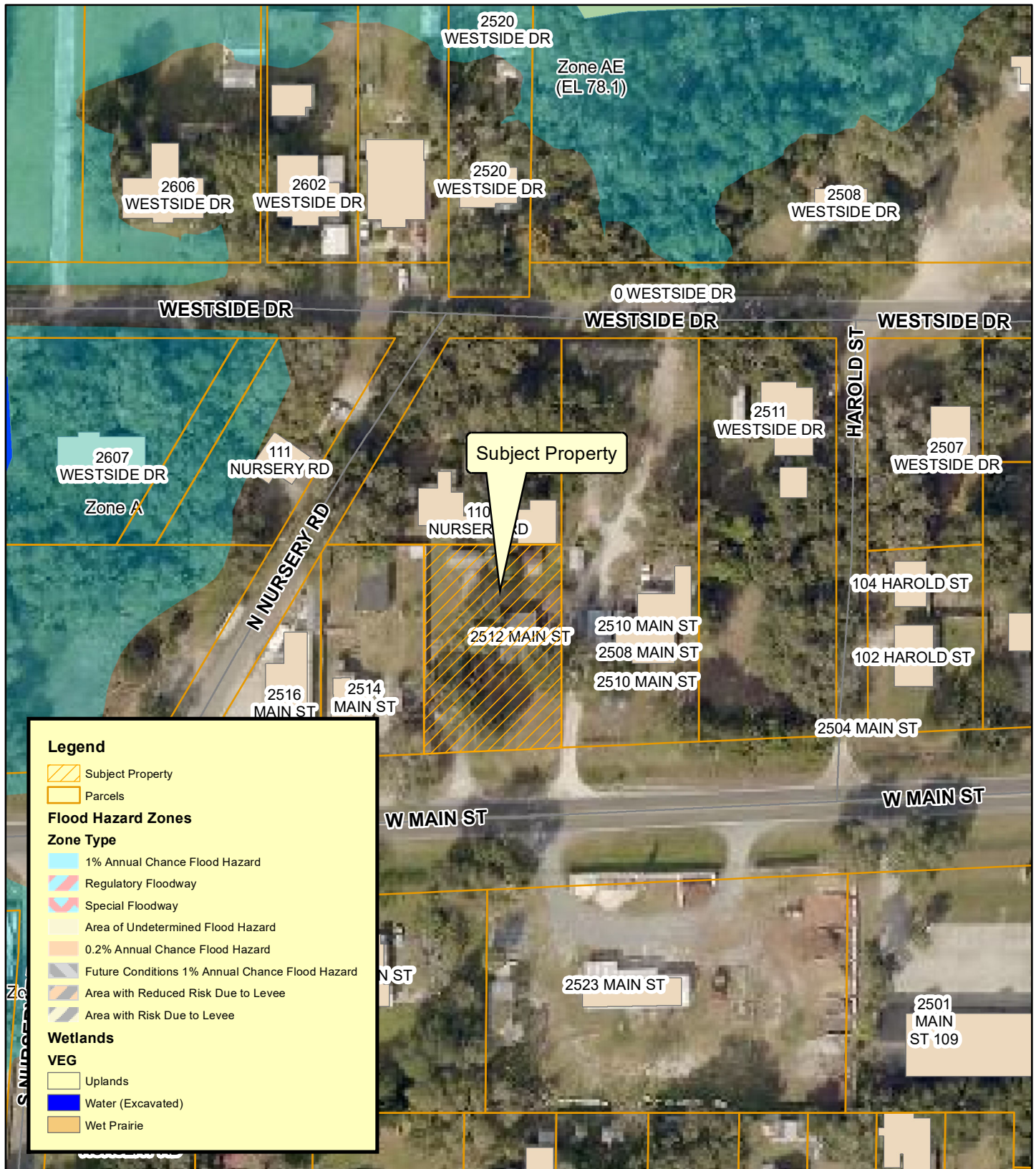


Planning & Zoning Division

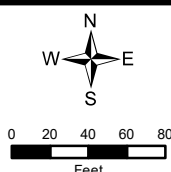


PUD-23-489
2512 W Main Triplex PDO
2512 W MAIN ST, LEESBURG FL, 34748
AK #: 1353211
Section 28, Township 19 South, Range 24 East
October 24, 2023

Flood Zone and Wetlands

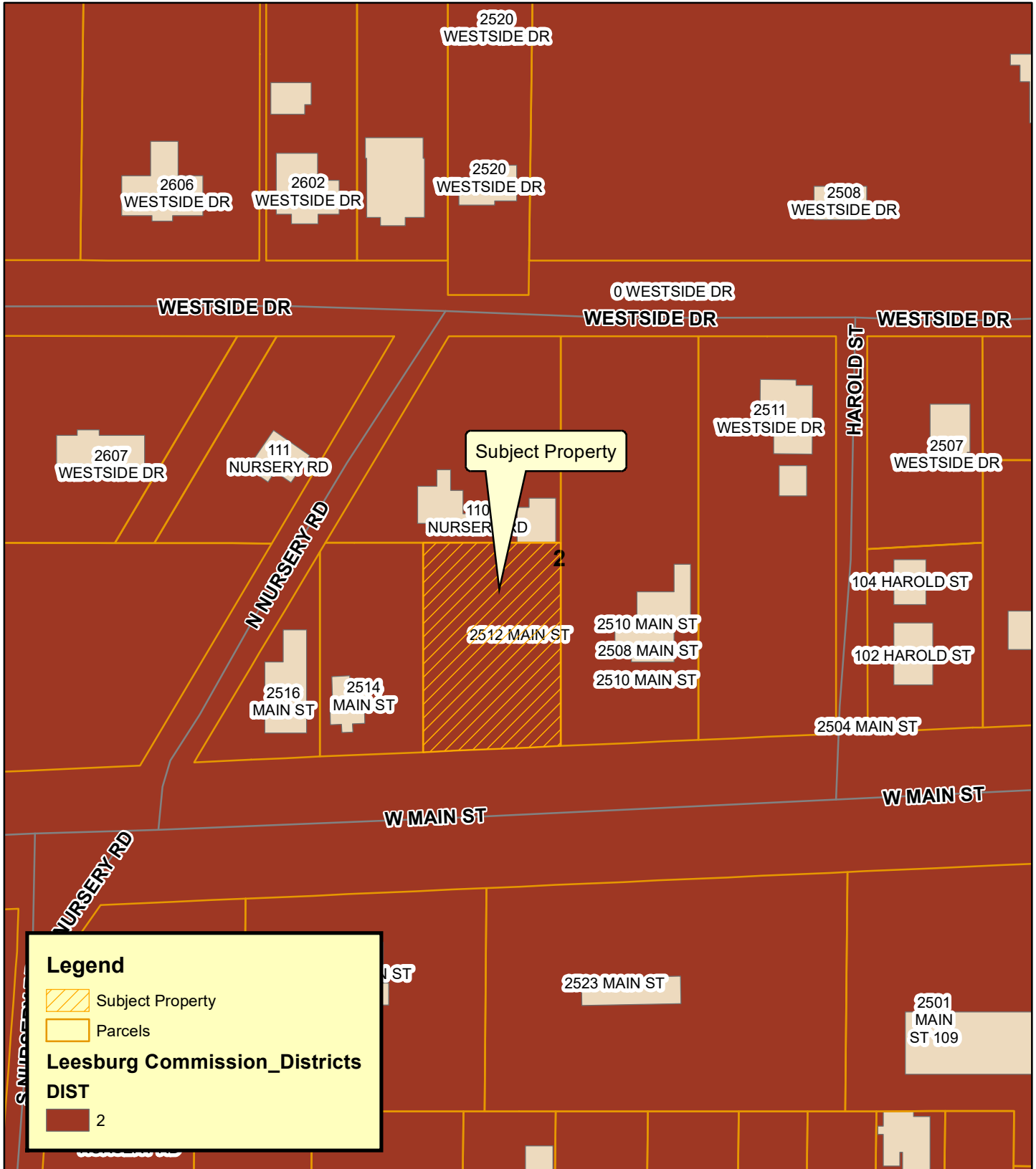


**Planning
& Zoning
Division**

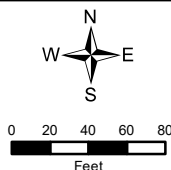


PUD-23-489
 2512 W Main Triplex PDO
 2512 W MAIN ST, LEESBURG FL, 34748
 AK #: 1353211
 Section 28, Township 19 South, Range 24 East
 October 24, 2023

Commission District



**Planning
& Zoning
Division**



PUD-23-489
2512 W Main Triplex PDO
2512 W MAIN ST, LEESBURG FL, 34748
AK #: 1353211
Section 28, Township 19 South, Range 24 East
October 24, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: February 12, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 316 +/- acres; and being generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Village Palms ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 316 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 316 +/- acres, generally located south of State Road 44 and west of Whitney Road, as shown on the attached General Location Map. At this time, the property is undeveloped land, agriculture, with 1 single-family unit, and 1 manufactured home unit. The current zoning is Lake County A (Agriculture) and MP (Planned Industrial); the proposed zoning is City PUD (Planned Unit Development). If approved, the project will connect to city utilities and develop within the City of Leesburg municipal jurisdiction. The proposal for the property is to allow 562 single-family lots, 134 duplexes, 300 multi-family units, 252 townhomes, plus 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel.

The property is surrounded by City of Leesburg PUD (Planned Unit Development), SPUD (Small Planned Unit Development); Lake County A (Agriculture), PUD (Planned Unit Development), CP (Planned Commercial), and R-6 (Urban Residential); as well as Sumter County Sumter County A10C (General Agricultural with Conventional Housing). Under the conditions of the associated PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on November 16, 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 significant 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 316 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE PALMS ANNEX)

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

Section 1

Based upon the petition of Michael Rankin, LPG, Petitioner, "Permittee" on behalf of Dusam Investments, Inc. and WindMill Acres, LLC, 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 2.;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of February 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH 81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST, 146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

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SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST 327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87 FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

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INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50

Village Palms Holdings – South of SR 44 and west of Whitney Road

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AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID

ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET TO THE POINT OF BEGINNING.

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 11: (PARCEL ID NO. G25-001)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5 FEET THEREOF.

PARCEL NO. 12: (PARCEL ID NO. G25-002)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County, Florida, bounded and described as follows: Commence at the West¼ corner of Section 19, Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a distance of

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Legal Description submitted by Applicant

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703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this date of June 24, 1999, and the point of beginning of this description, said point of beginning being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to the end of said curve, Thence 571°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

That part of the SW¼ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West¼ corner of Section 19, Township 19 South, Range 24 East, run S00°18'39"W. along the West line of the SW¼ a distance of 2880.25 feet to the Southwest corner of the SW¼ of said Section 19; Thence S89°46' 46"E. along the South line of the SW¼ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run N00°18'20"E, 1452.27 feet; Thence N74°47'37"W., 270.13 feet; Thence N00°38'37"E., 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of S17°40'37"W.; Thence southeasterly along the arc of said curve and said southwesterly

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Legal Description submitted by Applicant

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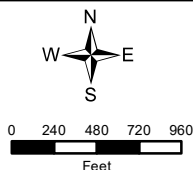
right-of-way line through a central angle of 03°04'24" an arc length of 310.03 feet to the end of said curve; Thence S75°23'47"E along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run S00°05'30" E., 1130.74 feet; Thence S28°37'48"W., 102.95 feet; Thence 503°25'41"E., 633.82

feet to a point on the south line of the SW¼ of the aforementioned Section 19; Thence N89°46'46"W., along the south line of the SW¼ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

Aerial

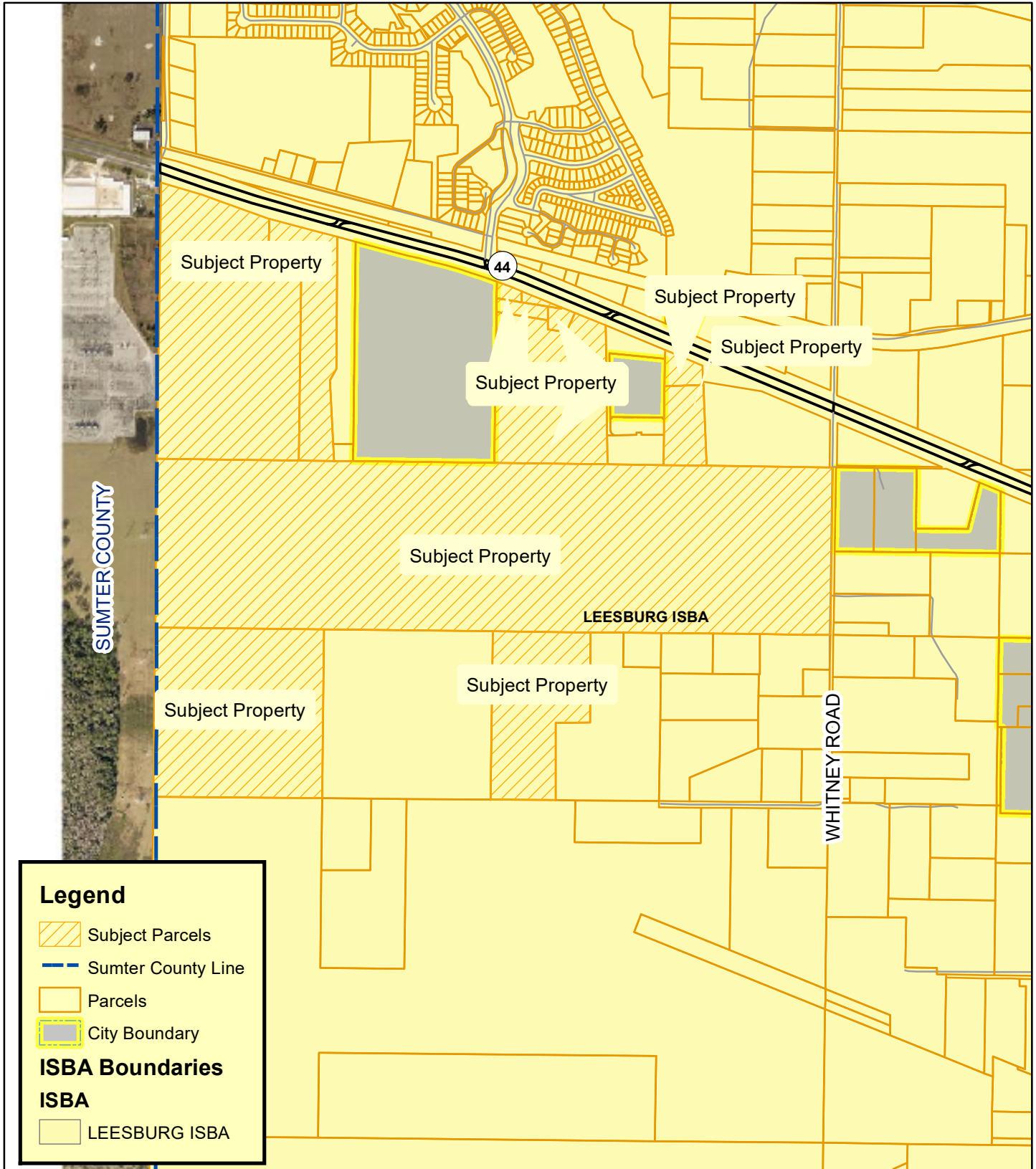


**Planning
& Zoning
Division**

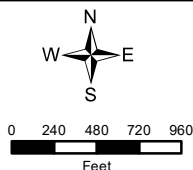


Village Palms Holdings
(ANNX-23-437); LSCP-23-438; PUD-23-439
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

ISBA and City Boundary



**Planning
& Zoning
Division**

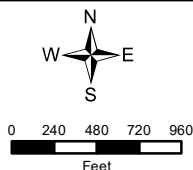


Village Palms Holdings
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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
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Proposed Future Land Use

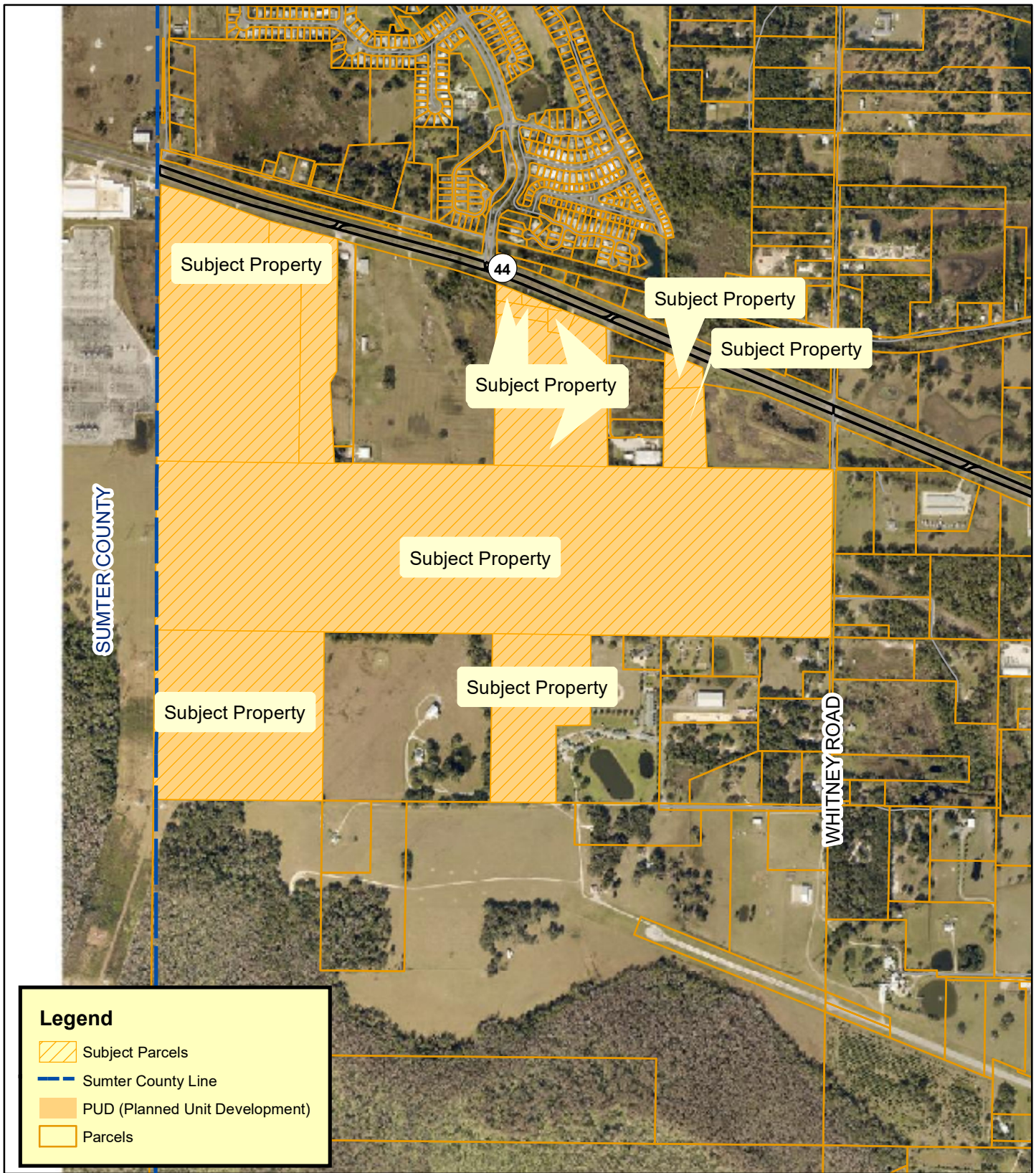


**Planning
& Zoning
Division**

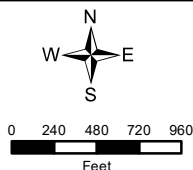


Village Palms Holdings
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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
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Proposed Zoning

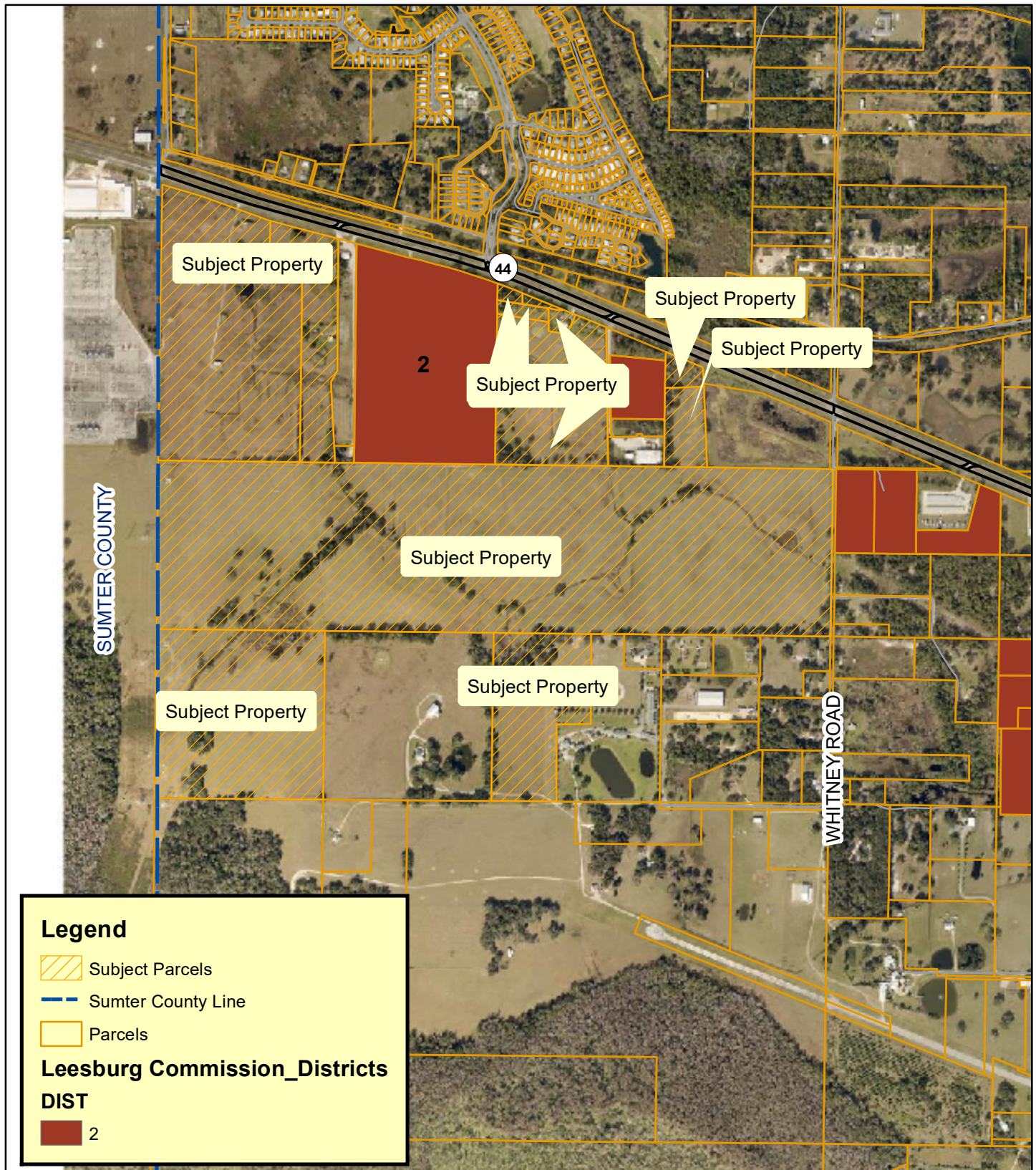


**Planning
& Zoning
Division**

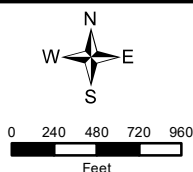


Village Palms Holdings
(ANNX-23-437); LSCP-23-438; PUD-23-439
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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
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Commission District



Planning & Zoning Division



Village Palms Holdings
(ANNX-23-437); LSCP-23-438; PUD-23-439
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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: February 12, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (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 316 +/- acres from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms LSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 316 +/- acres from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use.

Analysis:

The project site is approximately 316 acres. The property is generally located south of State Road 44 and west of Whitney Road. Currently, the property is vacant, undeveloped land, agriculture, 1 single-family unit, and 1 manufactured home unit. The proposed use is for mixed-use development, including single-family, duplex, multi-family, and townhouse residential units, commercial, medical/professional office, and a hotel. The surrounding Future Land Use Map designations of Lake County Planned Unit Development, Rural; City of Leesburg General Commercial; and Sumter County Agriculture and Commercial are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Neighborhood Mixed Use. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on November 16, 2023, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 316 +/- ACRES FROM LAKE COUNTY RURAL AND REGIONAL OFFICE TO CITY OF LEESBURG NEIGHBORHOOD MIXED USE, FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE PALMS LSCP)

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 316 acres of land generally located south of State Road 44 and west of Whitney Road, from Lake County Rural and Regional Office to City of Leesburg Neighborhood Mixed Use, as shown on the revised map of said area, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida.

Section 2.

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

Section 3.

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

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of February 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH 81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST, 146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST 327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87 FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

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SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE

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AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

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INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50

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Legal Description submitted by Applicant

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FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID

ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET TO THE POINT OF BEGINNING.

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AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 11: (PARCEL ID NO. G25-001)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5 FEET THEREOF.

PARCEL NO. 12: (PARCEL ID NO. G25-002)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County, Florida, bounded and described as follows: Commence at the West¼ corner of Section 19, Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a distance of

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AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

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703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this date of June 24, 1999, and the point of beginning of this description, said point of beginning being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to the end of said curve, Thence 571°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

That part of the SW¼ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West¼ corner of Section 19, Township 19 South, Range 24 East, run S00°18'39"W. along the West line of the SW¼ a distance of 2880.25 feet to the Southwest corner of the SW¼ of said Section 19; Thence S89°46' 46"E. along the South line of the SW¼ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run N00°18'20"E, 1452.27 feet; Thence N74°47'37"W., 270.13 feet; Thence N00°38'37"E., 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of S17°40'37"W.; Thence southeasterly along the arc of said curve and said southwesterly

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Legal Description submitted by Applicant

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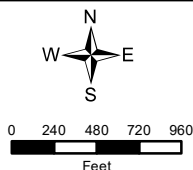
right-of-way line through a central angle of $03^{\circ}04'24''$ an arc length of 310.03 feet to the end of said curve; Thence $S75^{\circ}23'47''E$ along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run $S00^{\circ}05'30'' E.$, 1130.74 feet; Thence $S28^{\circ}37'48''W.$, 102.95 feet; Thence $503^{\circ}25'41''E.$, 633.82

feet to a point on the south line of the $SW\frac{1}{4}$ of the aforementioned Section 19; Thence $N89^{\circ}46'46''W.$, along the south line of the $SW\frac{1}{4}$ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

Aerial

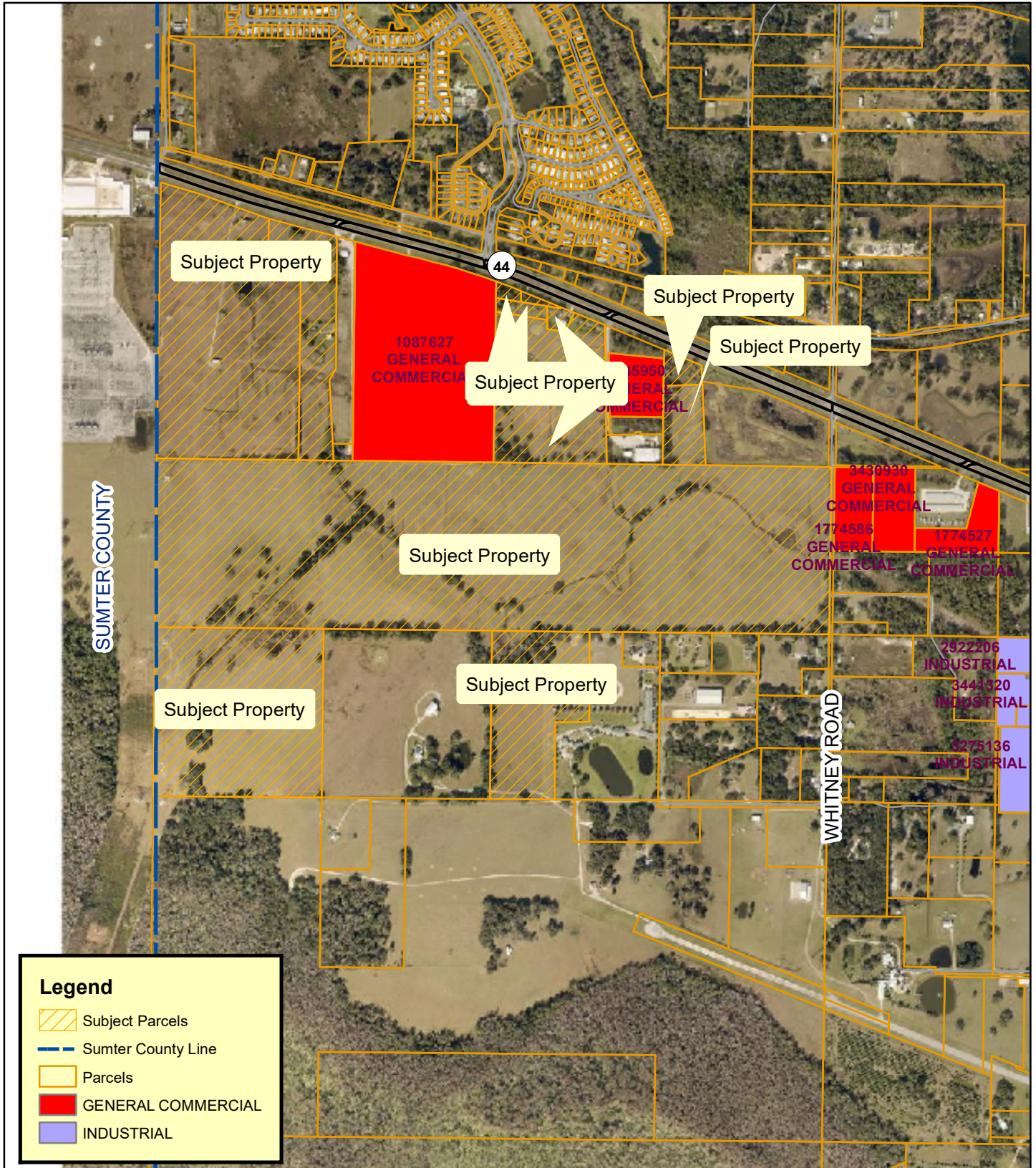


**Planning
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Division**

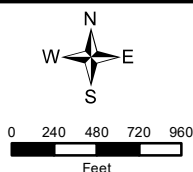


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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Future Land Use

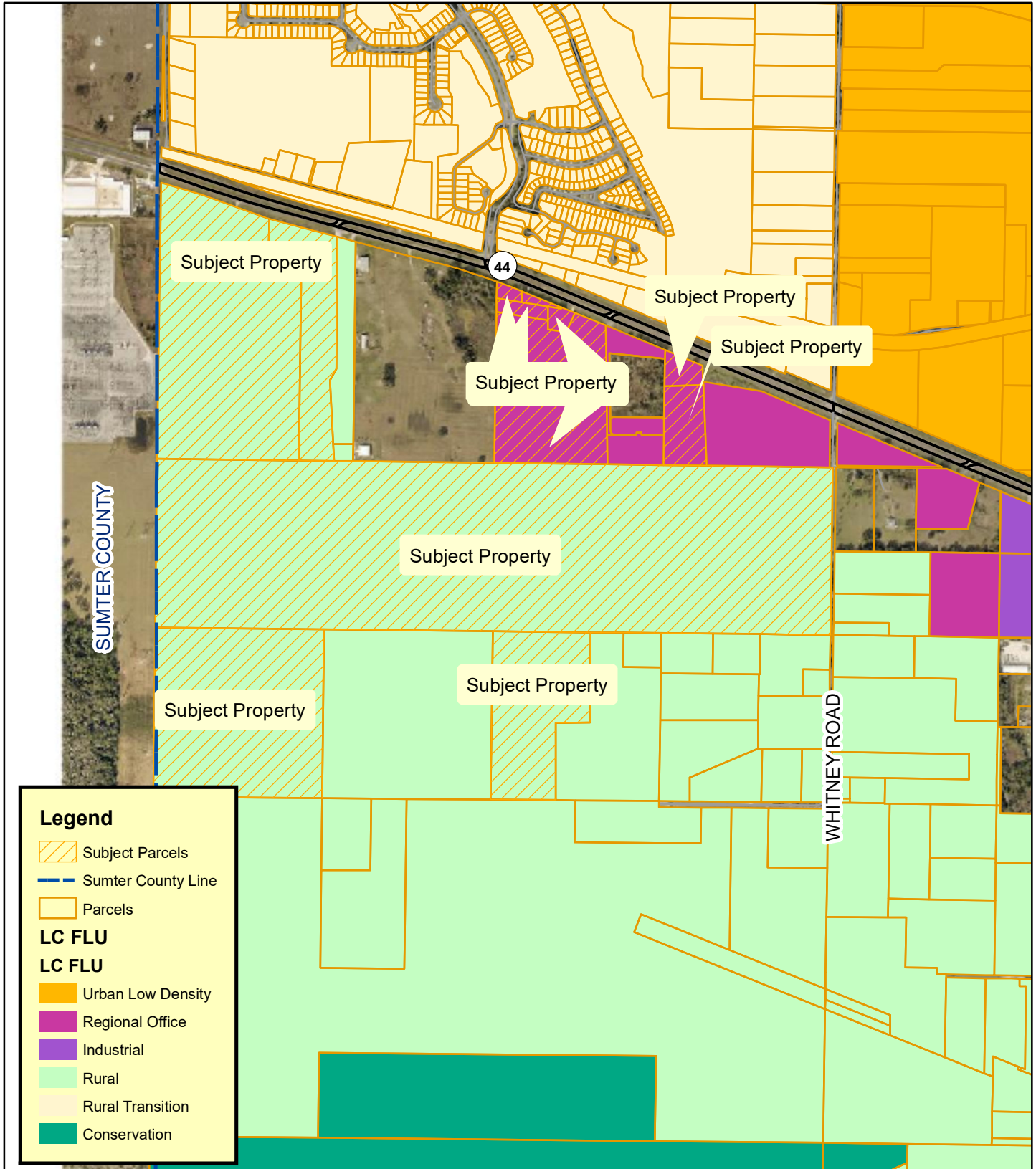


**Planning
& Zoning
Division**

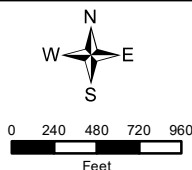


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Lake County Future Land Use



**Planning
& Zoning
Division**

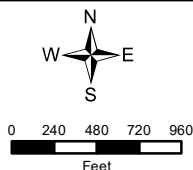


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Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Proposed Future Land Use

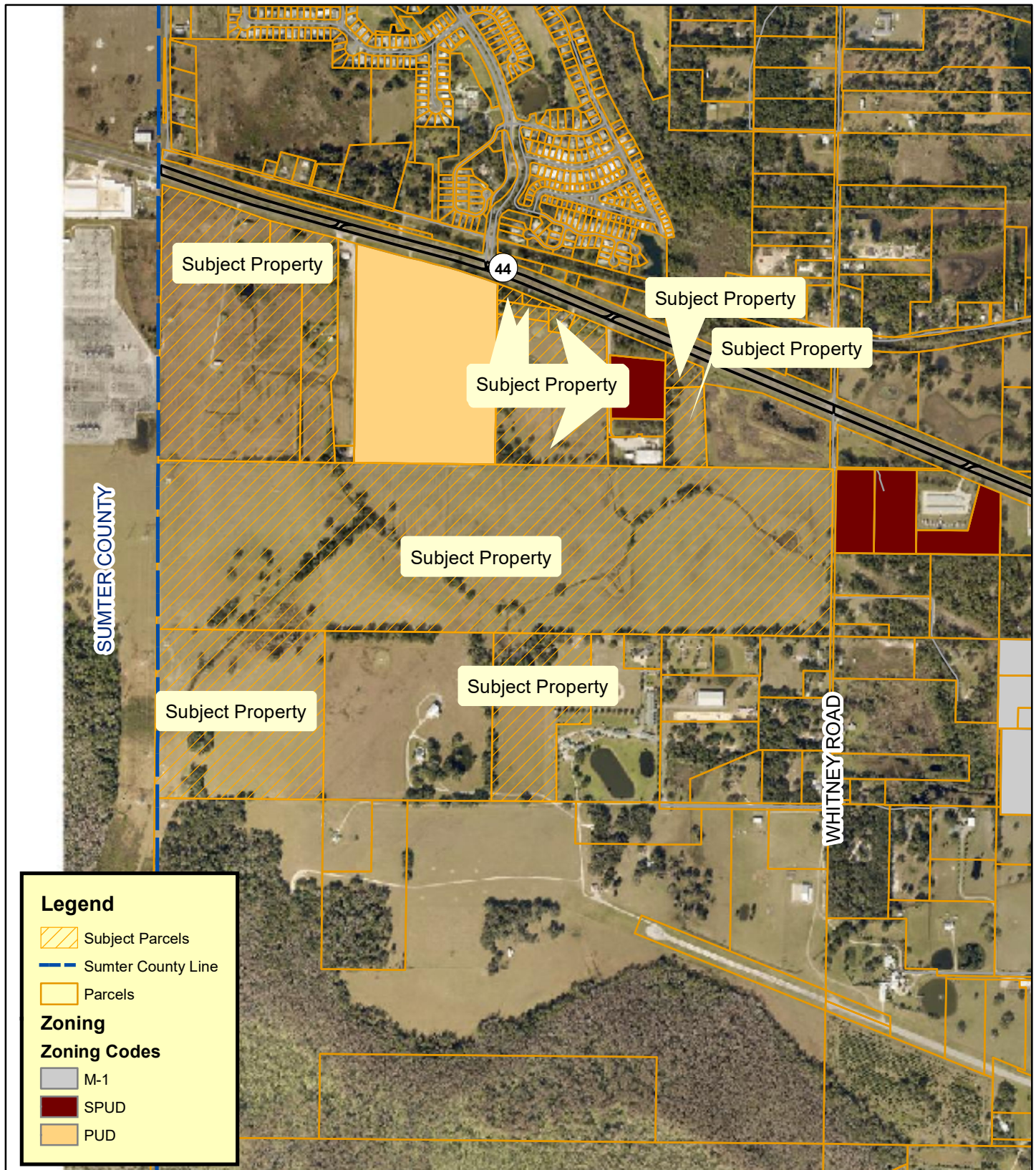


**Planning
& Zoning
Division**

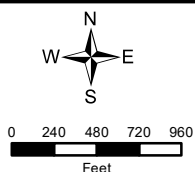


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AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Zoning

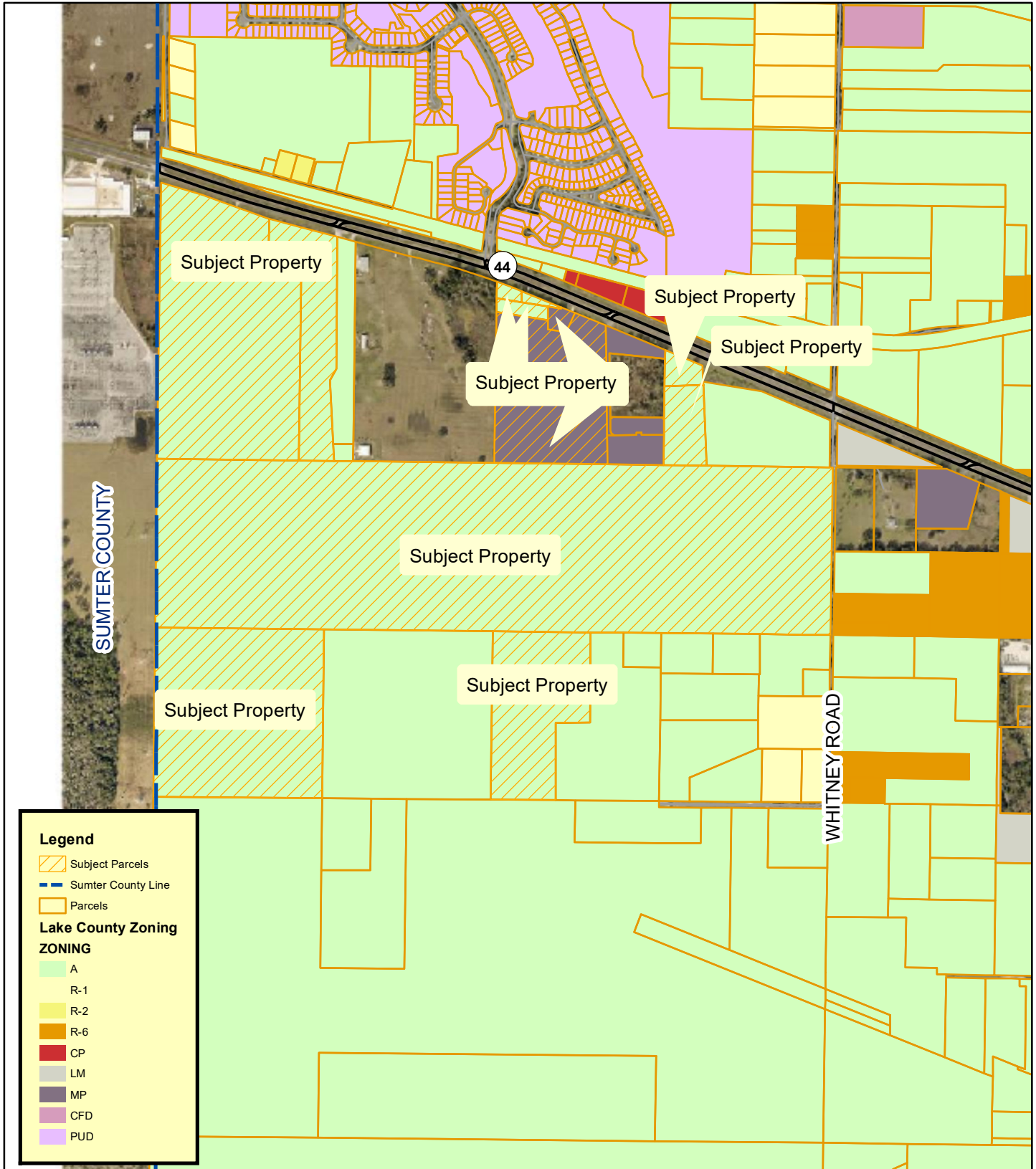


Planning & Zoning Division

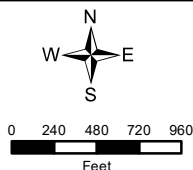


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Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Lake County Zoning

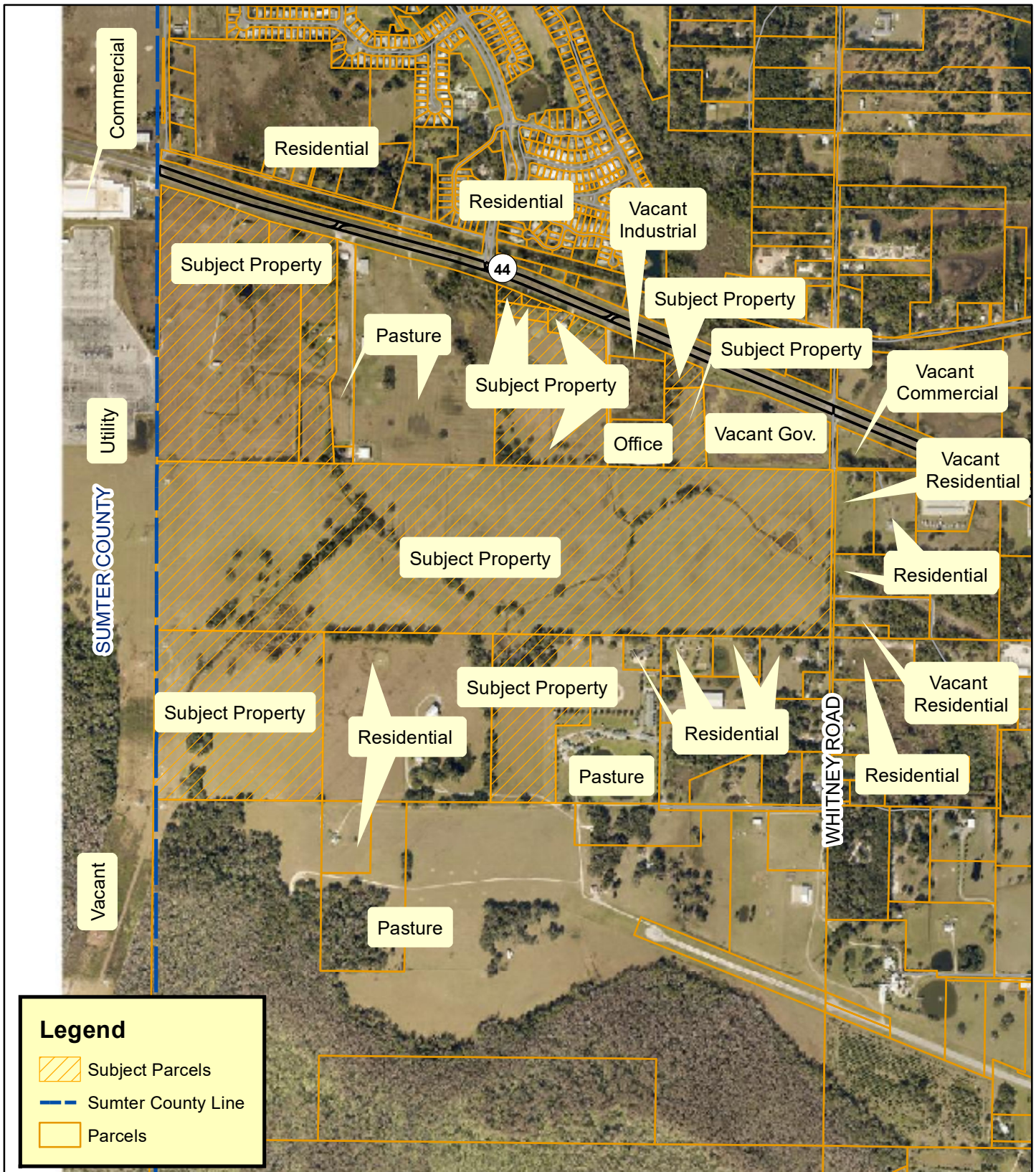


**Planning
& Zoning
Division**

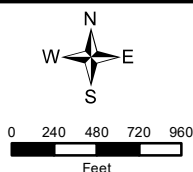


Village Palms Holdings
(ANNX-23-437); LSCP-23-438; PUD-23-439
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Surrounding Land Uses

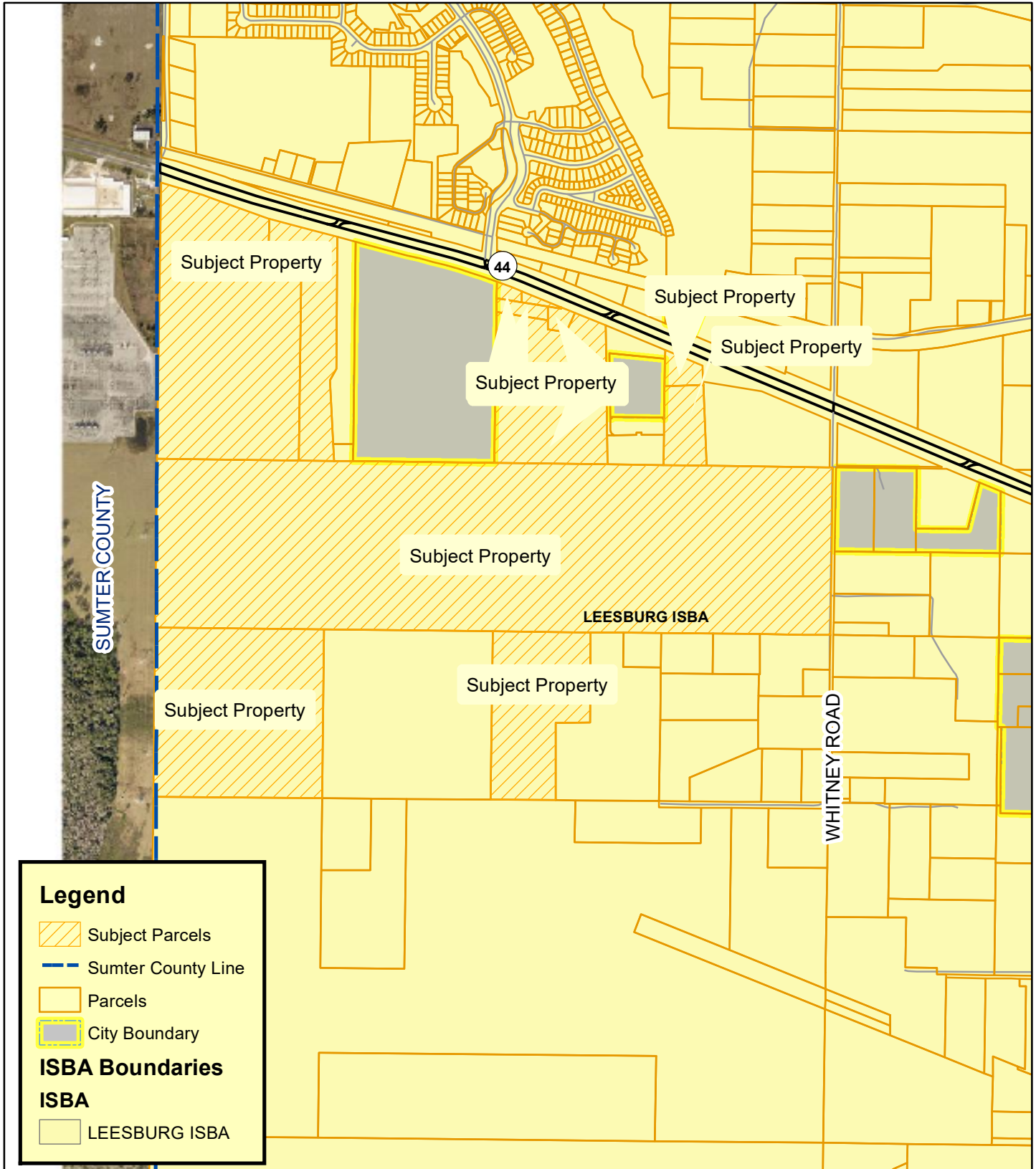


**Planning
& Zoning
Division**

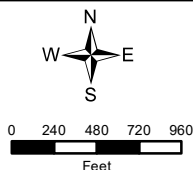


Village Palms Holdings
 (ANNX-23-437); LSCP-23-438; PUD-23-439
 AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
 Sections 19 and 30, Township 19 South, Range 24 East
 September 28, 2023

ISBA and City Boundary

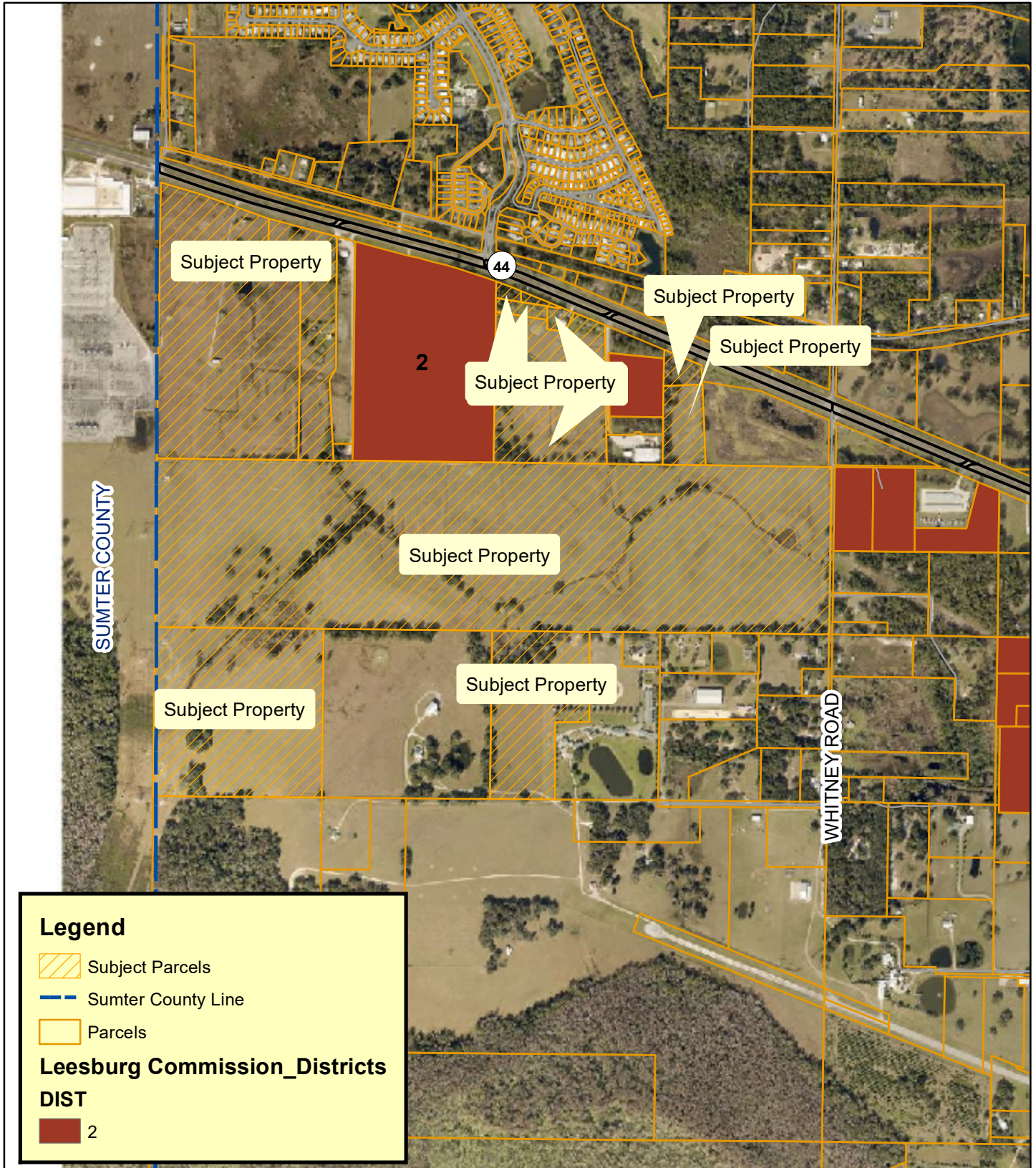


**Planning
& Zoning
Division**

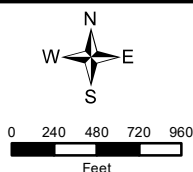


Village Palms Holdings
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1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Commission District

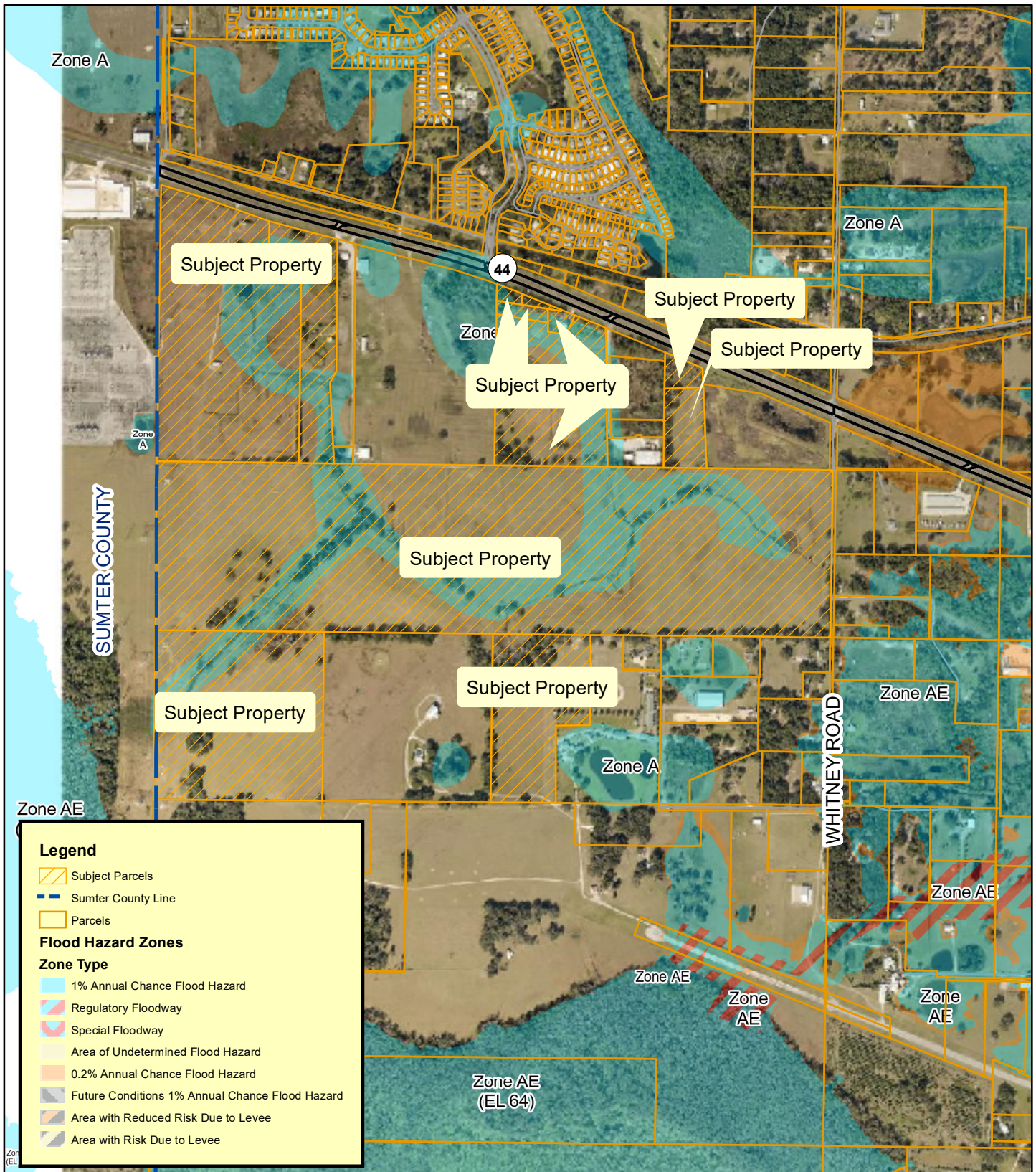


**Planning
& Zoning
Division**

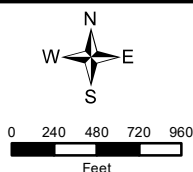


Village Palms Holdings
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 AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
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 Sections 19 and 30, Township 19 South, Range 24 East
 September 28, 2023

Flood Zone

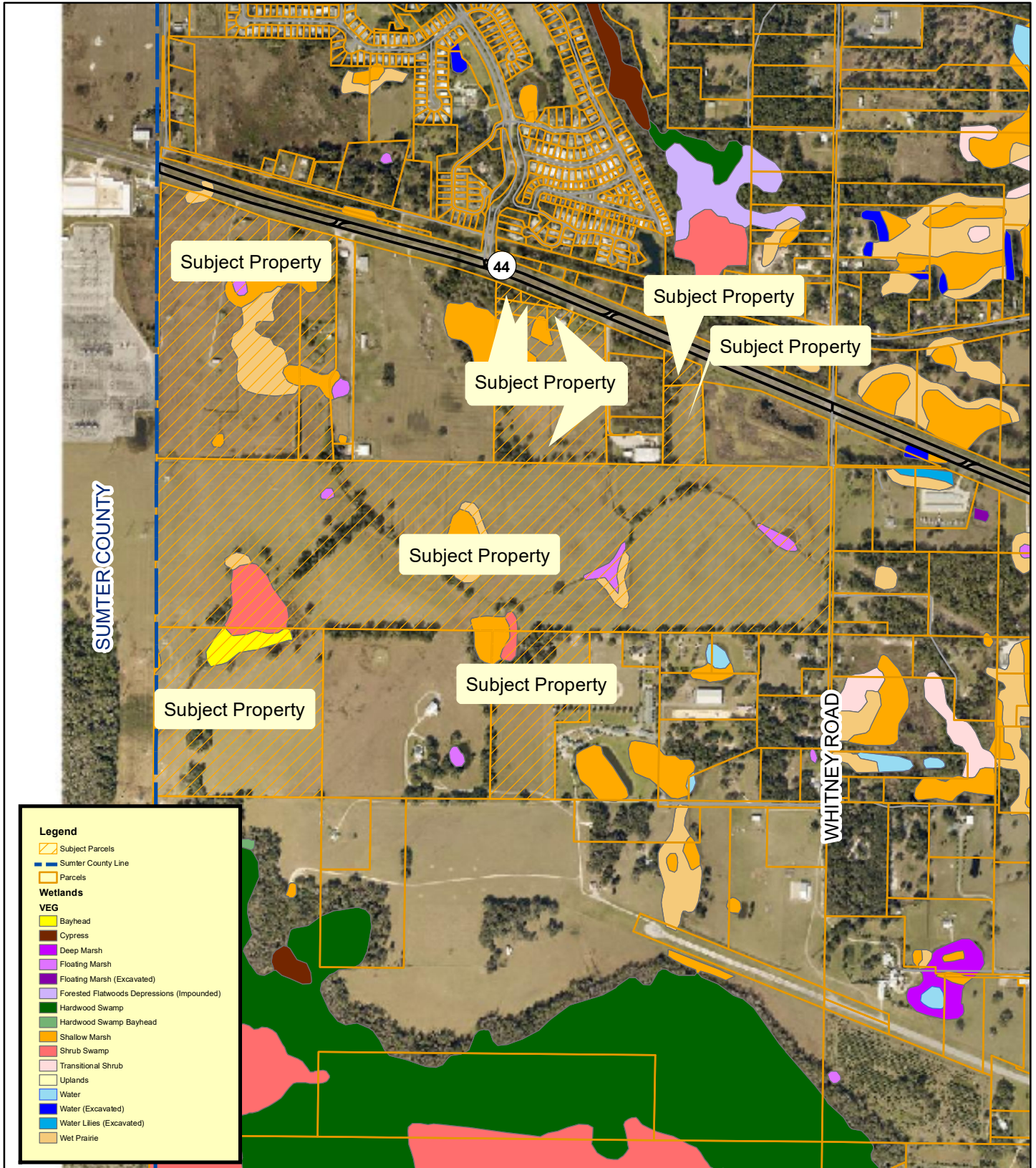


**Planning
& Zoning
Division**

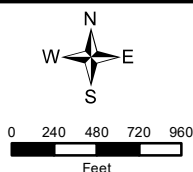


Village Palms Holdings
(ANNX-23-437); LSCP-23-438; PUD-23-439
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Wetlands



**Planning
& Zoning
Division**



Village Palms Holdings
(ANNX-23-437); LSCP-23-438; PUD-23-439
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: February 12, 2024

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 316 +/- acres from Lake County A (Agriculture) and MP (Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to allow mixed-use development, including single-family, duplex, multi-family, and townhouse residential units, commercial, medical/professional office, and a hotel, for a property generally located south of State Road 44 and west of Whitney Road, lying in Sections 19 and 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission, with a motion to add tree canopy as an option in lieu of the boundary fencing requirement, recommend approval of the request to rezone the subject property from Lake County A (Agriculture) and MP (Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to allow 562 single-family lots, 134 duplexes, 300 multi-family units, 252 town-homes, 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel.

Analysis:

The project site is approximately 316+/- acres, and is generally located south of State Road 44 and west of Whitney Road, as shown on the attached maps. At this time, the property is vacant., undeveloped land, agriculture, 1 single-family unit, and 1 manufactured home unit. The proposal will 562 single-family lots, 134 duplexes, 300 multi-family units, 252 townhomes, 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel. The existing land uses surrounding the property are Residential, Residential Commons Area, Office, Pasture, Commercial, Utility, and Vacant Acreage. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on November 16, 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 this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 316 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND MP (PLANNED INDUSTRIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW MIXED-USE DEVELOPMENT, INCLUDING SINGLE-FAMILY, DUPLEX, MULTI-FAMILY, AND TOWNHOUSE RESIDENTIAL UNITS, COMMERCIAL, MEDICAL/PROFESSIONAL OFFICE, AND A HOTEL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE PALMS PUD)

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

Section 1.

Based upon the petition of Michael Rankin, LPG, Petitioner, "Permittee" on behalf of Dusam Investments, Inc. and WindMill Acres, 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 Lake County A (Agriculture) and MP (Planned Industrial) to City of Leesburg PUD (Planned Unit Development) to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of February 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

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THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH 81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST, 146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST 327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87 FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

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INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID

ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

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FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET TO THE POINT OF BEGINNING.

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 11: (PARCEL ID NO. G25-001)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5 FEET THEREOF.

PARCEL NO. 12: (PARCEL ID NO. G25-002)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County, Florida, bounded and described as follows: Commence at the West¼ corner of Section 19, Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a distance of

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this date of June 24, 1999, and the point of beginning of this description, said point of beginning being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to the end of said curve, Thence 571°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

That part of the SW¼ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West¼ corner of Section 19, Township 19 South, Range 24 East, run S00°18'39"W. along the West line of the SW¼ a distance of 2880.25 feet to the Southwest corner of the SW¼ of said Section 19; Thence S89°46' 46"E. along the South line of the SW¼ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run N00°18'20"E, 1452.27 feet; Thence N74°47'37"W., 270.13 feet; Thence N00°38'37"E., 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of S17°40'37"W.; Thence southeasterly along the arc of said curve and said southwesterly

Village Palms Holdings – South of SR 44 and west of Whitney Road

ANNX-23-437; LSCP-23-438; PUD-23-439

AK#s: 1035287, 1116546, 1171792, 1171814, 1700001, 1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666.

Legal Description submitted by Applicant

Thursday, September 28, 2023

right-of-way line through a central angle of 03°04'24" an arc length of 310.03 feet to the end of said curve; Thence S75°23'47"E along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run S00°05'30" E., 1130.74 feet; Thence S28°37'48"W., 102.95 feet; Thence 503°25'41"E., 633.82

feet to a point on the south line of the SW¼ of the aforementioned Section 19; Thence N89°46'46"W., along the south line of the SW¼ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

VILLAGE PALMS HOLDINGS
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
November 16, 2023

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida to **Village Palm Holdings, LLC, c/o Mr. Paul Stefan, 7048 Spring Drop Court, Orlando, FL 32836 (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 316 acres, containing a maximum of 562 detached single-family lots, 264 townhome units, 134 duplex units, 300 multi-family residential units, 130,000 square feet of commercial uses, plus 42,000 square feet of medical/professional offices, and a 120-room hotel, generally located on the south side of State Road 44, and west of Whitney Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Village Palm Holdings, LLC, c/o Mr. Paul Stefan, 7048 Spring Drop Court, Orlando, FL 32836 (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached Exhibit B, Legal Description.

3. LAND USE

The above-described property, containing approximately 316 acres, shall be used for residential and commercial development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Exhibit C, Conceptual Development Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas

1. Detached Single-family dwellings
2. Attached Single-family dwellings (“Townhomes”; subject to platting requirements)
3. Duplex dwellings (“Villa”)
4. Multi-family dwellings
5. Accessory structures for residential uses
6. Sales office in one unit
7. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
8. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses – Commercial Areas

1. General retail sales/services
2. Restaurants
3. Pharmacy uses
4. Medical offices/clinics
5. Urgent care facilities
6. Veterinary/Pet care
7. Professional offices (i.e. registered with state) and general office uses under Sec. 25-284 (7) (b) *Office*.
8. Coffee shops with or without drive-thru
9. Day care centers
10. Houses of Worship
11. Fitness centers
12. Vehicle service
13. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
14. Hotel, motel.
 - a. Convention center, as hotel, motel accessory use.
15. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
16. Temporary modular sales center and construction office during construction phase of the commercial pod.

C. Temporary Uses

1. Agricultural uses in the adjoining phase(s) may continue until such a time as fifty (50%) of the permitted residential units in the nearest phase are constructed, per phase, within the proposed development.

D. Prohibited Uses – All areas

1. Industrial uses
2. Auto sales/dealership
3. Tattoo Parlors
4. Check cashing stores
5. Adult uses
6. Internet Café uses
7. Second hand (thrift) stores
8. Consignment shops
9. Pawn shops
10. Smoke shops
11. Junk or scrap collection/distribution
12. Recycling facility
13. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. RESIDENTIAL DEVELOPMENT STANDARDS

A. General

1. The project shall contain a maximum of 562 detached single-family lots, 264 townhome units, 134 duplex (‘Villa’) units, 300 multi-family residential units, for a total of 1,260 residential units at a gross density not to exceed four (4.0) units per acre, plus 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel, at a commercial acreage not to exceed 50.0 acres, on the total 316-acre site, as shown on Exhibit C, Conceptual Development Plan, and as required in Table 1 *Density (Residential)* & Section 5 Commercial Development Standards, Table 2 *Use (Commercial)*.

Table 1: Density (Residential)

Residential Style	Units
Single-family (detached)	562
Townhome (attached)	264
Duplex (Villa)	134
Multi-family	300
TOTAL	1,260

- B. Where not regulated otherwise herein, the project shall utilize the R-1 (Low Density Residential) zoning district development standards as adopted and amended by the City of Leesburg.
- C. Development standards for residential properties shall be as shown on the Exhibit C, Conceptual Development Plan, and as follows:

1. Maximum impervious surface for the overall project shall be 65%. Swimming pools shall not count toward the impervious surface calculation.
2. Minimum distance between structures, excluding detached single-family and Villa units, shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
3. Accessory structures shall have a minimum rear and side setback of five (5) feet and single accessory structures that are not attached to the principal structure shall not occupy more than thirty (30) percent of the required rear yard.
4. 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.
5. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
6. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

D. The detached single-family minimum lot development standards shall be:

1. Fifty- (50) foot lots shall be oriented to the interior of the development. Lots above fifty (50) feet in width shall be generally located along exterior boundaries.
2. Each detached single-family residential unit shall have a minimum two (2) car garage.
3. Maximum height of two (2) stories, or 35 feet.
4. Maximum impervious surface for each lot shall be 60%.
5. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).
6. For 50-foot lots:
 - (i) A maximum of 315 lots shall have a minimum lot width of fifty (50) feet.
 - (ii) Minimum house size: 1,600 square feet living area (under roof).
 - (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
 - (iv) Minimum lot size shall be 6,000 square feet.
 - (v) Minimum lot width 50 feet
 - (vi) Minimum lot depth 120 feet
 - (vii) Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 20 feet;
 - Side – 5 feet;
 - Corner (Street) Side – 15 feet.
6. For 60-foot lots:

- (i) No less than 161 lots shall have a minimum lot width of sixty (60) feet.
- (ii) Minimum house size: 1,700 square feet (under roof).
- (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
- (iv) Minimum lot size shall be 7,200 square feet.
- (v) Minimum width 60 feet
- (vi) Minimum depth 120 feet
- (vii) Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.

7. For 70-foot lots:

- (i) No less than 86 lots shall have a minimum lot width of seventy (70) feet.
- (ii) Minimum house size: 1,800 square feet (under roof).
- (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
- (iv) Minimum lot size shall be 8,400 square feet.
- (v) Minimum width 70 feet
- (vi) Minimum depth 120 feet
- (vii) Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.

E. The attached single-family (“Townhome”) and duplex (“Villa”) minimum lot development standards shall be:

- 1. Maximum impervious surface for each lot shall be 70%.
- 2. Gutters shall be installed on all horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.

3. For 22-foot townhome lots:

- (i) A maximum of 264 lots shall be pursuant to the development standards herein.
- (ii) Each townhome unit shall have a minimum two (2) car garage.
- (iii) Minimum house size: 1,500 square feet living area.
- (iv) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- (v) Maximum height of three (3) stories, or 35 feet.
- (vi) Minimum lot size shall be 2,200 square feet.
- (vii) Minimum lot width 22 feet
- (viii) Minimum lot depth 100 feet

- (ix) Minimum building setbacks:
 Front – 25 feet;
 Porch – 20 feet (porch must be a minimum width of 5 feet).
 Rear – 20 feet;
 Side – 0 feet (interior unit); 15 feet (end unit)
 Corner Side – 15 feet.

4. For duplex 'Villa' lots:

- (i) One (1) duplex shall be equivalent to two (2) living units.
- (ii) A maximum of 134 lots shall be pursuant to the development standards herein.
- (iii) Each duplex unit shall have a minimum one (1) car garage.
- (iv) Minimum house size: 1,200 square feet living area.
- (v) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- (vi) Maximum height of one (1) story, or 25 feet.
- (vii) Minimum lot size shall be 4,200 square feet.
- (viii) Minimum lot width 35 feet (per unit)
- (ix) Minimum lot depth 120 feet
- (x) Minimum building setbacks:
 Front – 25 feet;
 Porch – 20 feet (porch must be a minimum width of 5 feet).
 Rear – 18 feet;
 Side – 0 feet (interior); 5 feet (exterior)
 Corner Side – 15 feet.

F. The multi-family minimum development standards shall be:

- (i) The minimum development standards shall be those required for the R-3 (High Density Residential) district except as amended by this agreement.
- (ii) Maximum impervious surface for each multi-family development shall be 70%.
- (iii) The development shall be a combination of studio, one-, two- or three-bedroom units. Each dwelling unit shall meet the following size requirements:
 Studio units shall not be less than 700 square feet.
 One-bedroom units shall not be less than 800 square feet.
 Two-bedroom units shall not be less than 900 square feet.
 Three-bedroom units shall not be less than 1,000 square feet.
- (iv) The maximum height shall be four (4) stories, or 52 feet.
- (iv) The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as Exhibit D, Conceptual Elevations. Variations with similar characterizes may be approved by the Planning & Zoning Director.
- (v) All primary and accessory use structures for multi-family development shall be required to meet the conditions of the City of Leesburg Architectural Standards of Section 25-360, (Ordinance 16-35), as applicable. In the absence of such standards, the following standards shall prevail.

- A. All buildings shall have a common architectural theme for each phase and the side of buildings which face residential areas or streets (public or private) shall be finished in the same materials as used in the front of buildings.
- B. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way.
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. 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, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning & Zoning Director for compliance.

5. COMMERCIAL DEVELOPMENT STANDARDS

A. General

- 1. The project shall contain a maximum of 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel, as shown on Exhibit C, Conceptual Development Plan. The location of commercial structures and uses may vary within the project north of the east-west boulevard as shown on Exhibit C, Conceptual Development Plan, provided the commercial area does not exceed a gross acreage of 50.0 total acres.

B. Development standards for commercial properties shall be as shown on the Conceptual Development Plan, Exhibit C, and as follows:

- 1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
 - (i) Front (SR 44): 50 feet
 - (ii) Rear: 50 feet
 - (iii) East (Whitney Road): 50 feet
 - (iv) West: 50 feet
 - (v) Between buildings: 25 feet

2. Maximum impervious surface for the overall project shall be 65%. Within the commercial acreage, the maximum impervious surface shall not exceed 80%. Impervious surface coverage shall be calculated separately for each parcel, and shall not exceed eighty (80%) as calculated for each commercial parcel.
3. Minimum distance between structures shall be twenty-five (25) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
4. Maximum building height: four (4) stories or 55 feet.
5. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
6. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development), Exhibit C Conceptual Development Plan, and the zoning conditions set forth herein.

Table 2: Use (Commercial)

Use	Square footage/Rooms
Commercial/Retail	130,000
Medical/Professional Office	42,000
Hotel	120 rooms

TOTAL **172,000 square feet
and 120 rooms**

C. Commercial and Non-Residential Architectural Standards

1. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.
2. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.
3. A minimum of twenty (20) percent of the site within the commercial and hotel areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. 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.
5. 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. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
7. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

6. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Residential

1. In addition to the required parking standards herein, all residential areas shall provide guest parking for a minimum of 140 lots, distributed throughout the residential areas, and concentrated within walking distance of the development amenities, as shown on Exhibit C, Conceptual Development Plan.

C. Commercial/Hotel

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of at least one (1) each ten (10) spaces in parking aisles. In commercial and hotel areas, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover. Landscape islands are to be maintained by a Property Owners' Association, or other private maintenance designee.

7. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may contain buffers, wetlands, retention, and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers

shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.

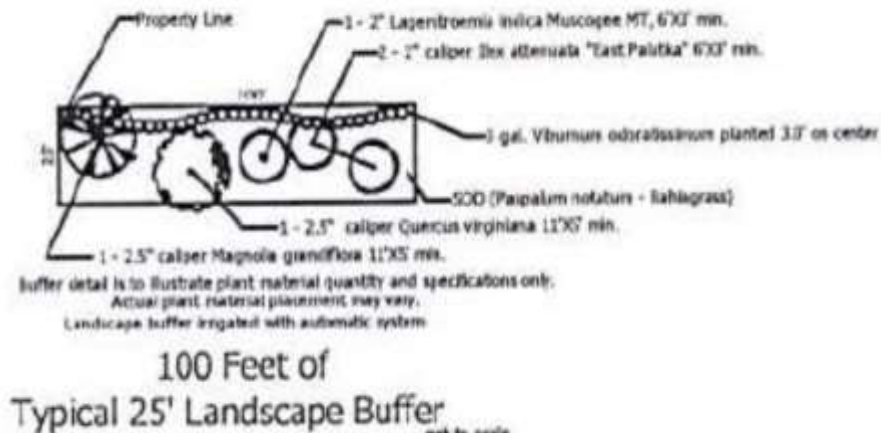
- E. The center of all roundabouts shall be planted with foliage that conforms to requirements under City of Leesburg Code of Ordinances, Section Sec. 25-328. - *General landscaping requirements*. A minimum of one (1) ornamental, palm, or canopy tree shall be planted in the center of the roundabout, with the remainder of the planted area landscaped, such as shown in Exhibit F, Roundabout Plantings. Clear visibility shall be maintained across roundabout plantings and the continuous maintenance of such landscaping shall be by an entity such as a Property Owners or Homeowners Association.
- F. A six (6) foot fence consisting of earth tone vinyl, such as tan or brown in color, as shown in Figure 1, Exhibit H, Conceptual Fence Examples, shall be constructed to the development's southern boundaries, wherever there are adjacent properties under different ownership. This requirement as described herein shall encompass the southern boundaries of the detached single-family and Villa residential area of the development, as shown in Exhibit G, Boundary Fence Location.
 - 1. The six (6) foot fence required herein may be substituted for the below fence types, or as shown in Figure 4 Exhibit H, Conceptual Fence Examples:
 - (i) Six (6) foot brick-style opaque material wall or fence; or
 - (ii) Six (6) foot stone-style opaque material wall or fence.
- G. A six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, such as Figures 2 Exhibit H, Conceptual Fence Examples, shall be constructed along the development's easternmost border adjacent to Whitney Road, as shown in Exhibit G, Boundary Fence Location.
- H. A six (6) foot split rail fence, with monument column features, as shown in Figure 3 Exhibit H, Conceptual Fence Examples, shall be constructed along the southern border of the commercial area, excluding areas consisting of medical office uses, as shown in Exhibit G Boundary Fence Location. Such a fence shall be located on the southern boundary of the commercial use, adjacent to the edge of the associated parking lot(s). A five (5) foot planted landscape buffer on the north side of the fence shall be required.
 - 1. The six (6) foot fence required herein may be substituted for a six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, as shown in Figures 2 Exhibit H, Conceptual Fence Examples.
- I. Fencing required along the development's boundary may be substituted for existing tree coverage in the buffer, or the addition of canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.

- J. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.
- K. All development boundary fences shall be maintained by a Homeowners or Property Owners Association as appropriate.
- L. 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.
- M. 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



- N. All new commercial, hotel, and medical construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.
- O. All buffers along the exterior property lines shall be distinct and separate from the residential lots, commercial, hotel, and medical parcels and properties, which shall be owned and maintained by a Property Owners or Homeowners Association.
- P. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- Q. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.
- R. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor or arborist.

8. SITE ACCESS

- A. The project shall have a minimum of three (3) primary access points on State Road 44, as shown on the Conceptual Development Plan (Exhibit C), subject to FDOT and/or Lake County approval, as appropriate, and shall be constructed in a “boulevard style” (divided roadway with landscaped minimum ten-foot (10) wide median throughout). The boulevard style shall at minimum be utilized from State Road 44 to the east-west boulevard for the three (3) primary access roadways, in the style shown in Exhibit I, Divided Boulevard Example and Plantings.
- B. The east-west roadway immediately north of the single-family detached and Villa residential portion of the development, as shown on the Conceptual Development Plan (Exhibit C), shall be constructed in a “boulevard style” (divided roadway with landscaped minimum ten-foot (10) wide median throughout), in the style shown in Exhibit I, Divided Boulevard Example and Plantings.

- C. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- D. All access points shall be reviewed, as legally prescribed 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 may be amended subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- E. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- F. Cross access shall be required to the west, as shown on the Conceptual Development Plan (Exhibit C), and any additional cross access shall be provided as needed at the time of development, to allow for connection points between this development and future development of adjacent properties.
- G. Internal to the development, a minimum of three (3) roundabouts shall be required located at the intersection of the three (3) boulevard entrances from State Road 44 with the east-west divided boulevard that separates the southern single-family, detached and Villa area, from the commercial, multi-family, and single-family, attached units to the north. The center of all roundabouts shall be planted with foliage that conforms to requirements under Section 7 *Open Space, Landscaping & Buffer Requirements*, E of this PUD document.
- H. Golf cart use shall be subject to City of Leesburg Code of Ordinances, as amended.

9. SIGNAGE

A. External Monument Sign

1. Signs external to the development shall be monument signs with fully enclosed bases and supports, located adjacent to State Road 44, and shall be allowed as follows:
 - (i) Max overall height: 30 feet
 - (ii) Max sign area: 240 square feet per side (2 sides)
 - (iii) Fully enclosed base, pursuant to one (1) of the following options:
 - A. The sign base shall be fifteen percent (15%) of the sign height, and be clad in decorative masonry, brick, or stone; or
 - B. The sign base shall feature architectural banding equal to ten percent (10%) of the total sign height, with the remainder of the sign base being stucco.
 - (iv) Base width: minimum 50% of sign area width
 - (v) Location minimum 10 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

B. Internal Monument Sign

1. Signs internal to the development, except as amended in Section 9 Signage, C and D, shall be monument signs with fully enclosed bases and supports, and shall be allowed as follows:
 - (i) Max overall height: 6 feet
 - (ii) Max sign area: 24 square feet per side (2 sides)
 - (iii) Fully enclosed base, minimum of two (2) feet in height, clad in decorative masonry, brick, or stone.
 - (iv) Base width: minimum 50% of sign area width
 - (v) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

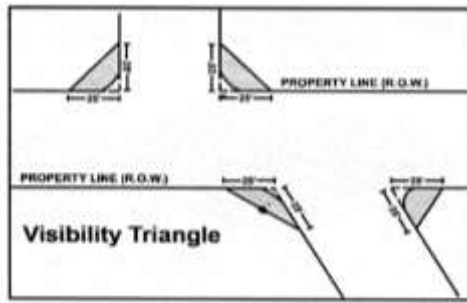
C. Wayfinding Sign

1. Wayfinding signs shall be located internal to the development, and shall be allowed as follows:
 - (i) Max overall height: 4 feet
 - (ii) Max sign area: 6 square feet per side (2 sides)
 - (iii) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

D. Residential Signage

1. Each residential 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.

Figure 1 – Visibility Triangle



- E. Wall signs
 - 1. Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.
- F. Any signage proposed by the Applicant not addressed herein, shall be pursuant to the City of Leesburg Code of Ordinances, as amended.
- G. Alternative designs for signage 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.
- H. All signs shall be submitted as a sign package to be reviewed as a separate permit from the site planning process.

10. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

11. 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:
 - (i) 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, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended.

- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

12. 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:
- (i) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - (ii) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - (iii) 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.
 - 1. Such a maintenance entity shall own and maintain all ponds, swales, drains, and other such stormwater management systems, as applicable.
 - 2. All ponds, swales, drains, and other such stormwater management systems, shall be maintained in a manner as to maintain the original function of such a feature.
 - (iv) The existing 100-year flood plain on the property shall be shown on all plans and lots.
 - (v) 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.
 - (vi) 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.

- B. 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.
- C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

13. 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.

14. IRRIGATION & WATER USE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

15. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached Conceptual Development Plan, Exhibit C.
- B. Recreational requirements shall include a minimum of three (3) separate primary active recreation areas, at a minimum of 6.0 acres provided, as shown in Exhibit C, Conceptual Development Plan. The uses in these primary active recreation areas shall include pools, fenced children's playgrounds and/or tot lots, with equipment, and separate fenced dog park areas. Other amenities throughout the residential portion of the development shall include gazebos, grills, swimming pools,

recreation courts, such as tennis, pickleball, shuffleboard, or other court sport, or other amenities as reviewed and approved by staff.

- C. South of the east-west divided boulevard, in all residential areas, the developer shall construct a multi-use trail system, as shown in Conceptual Development Plan, Exhibit C.
- D. All recreation spaces may include, but are not limited to:
 - 1. Trails, boardwalks, ADA-compliant trailways, water feature overlooks, on-trail exercise stations;
 - 2. Gazebos, grills, picnic tables, benches;
 - 3. Playgrounds, tot lots;
 - 4. Basketball, tennis, pickleball, shuffleboard, handball courts, etc.;
 - 5. Community swimming pool, including the deck area surrounding such pools;
 - 6. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes;
 - 7. Other active recreational activities may be used, subject to approval by the City of Leesburg.
- E. The maintenance of all recreation areas shall be the responsibility of a Homeowners' and/or Property Owners' association as appropriate.

16. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping, green space, overflow parking, recreation areas, buffers, trails, and drainage shall be the responsibility of the property owner. A Homeowners' and/or Property Owners' Association shall serve as an appropriate entity for all common properties within the development. A Property Owners' Association shall be responsible for the entryway landscaping including buffers, medians, and green spaces.

17. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions, Exhibit A, herein, and Conceptual Development Plan, Exhibit C. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development by City Commission. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. "Implementation" for purposes of this subsection shall mean, at a

minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

- C. As part of the overall development process, if the project is constructed in phases, the 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.
- D. In any event that a conflict may arise between the written conditions of this PUD document and the Conceptual Site Plan, as shown in Exhibit C, the written language herein shall prevail.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

19. LEVELS OF SERVICE

- A. Levels of Service
 - 2. 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

(iv) The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

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

C. Commitment of Capacity

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

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION
(provided by applicant)

EXHIBIT B

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4,

782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF

**LEGAL DESCRIPTION
(CONTINUED)**

EXHIBIT B

SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH

81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST,

146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST

327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87

FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

**LEGAL DESCRIPTION
(CONTINUED)**

EXHIBIT B

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST

1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE

SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A

**LEGAL DESCRIPTION
(CONTINUED)**

EXHIBIT B

CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE

NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING

**LEGAL DESCRIPTION
(CONTINUED)**

EXHIBIT B

SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF

150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST

LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19;
THENCE SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE
SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN
NORTH 87°45'00" EAST,

278.0 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION
(CONTINUED)**

EXHIBIT B

TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL
JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 11: (PARCEL ID NO. G25-001)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER
COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19
SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5
FEET THEREOF.

PARCEL NO. 12: (PARCEL ID NO. G25-002)

THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER
COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19
SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

THE ABOVE PARCEL CONTAINING 322.17± ACRES, MORE OR LESS.

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County,
Florida, bounded and described as follows: Commence at the West¼ corner of Section 19,
Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a
distance of

703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this
date of June 24, 1999, and the point of beginning of this description, said point of beginning

being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing
of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-
way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to

the end of said curve, Thence $571^{\circ}56'47''$ E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of $02^{\circ}07'30''$ an arc length of 428.72 feet, thence leaving said southerly right-of-way line run $500^{\circ}38'37''$ W, 381.34 feet; Thence $S74^{\circ}47'31''$ E, 270.13 feet, Thence $S00^{\circ}18'20''$ W, 1452.27 feet to a point on the south line of the SW $\frac{1}{4}$ of the aforementioned Section 19, Thence $N89^{\circ}46'46''$ W, along the south line of the SW $\frac{1}{4}$ a distance of 1114.99 feet to the southwest corner of the SW $\frac{1}{4}$ of said Section 19, Thence $N00^{\circ}18'39''$ E along the West line of the SW $\frac{1}{4}$ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

**LEGAL DESCRIPTION
(CONTINUED)**

EXHIBIT B

Legal Description Alternate Key 3591666

That part of the SW $\frac{1}{4}$ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 24 East, run $S00^{\circ}18'39''$ W, along the West line of the SW $\frac{1}{4}$ a distance of 2880.25 feet to the Southwest corner of the SW $\frac{1}{4}$ of said Section 19; Thence $S89^{\circ}46'46''$ E, along the South line of the SW $\frac{1}{4}$ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run $N00^{\circ}18'20''$ E, 1452.27 feet; Thence $N74^{\circ}47'37''$ W, 270.13 feet; Thence $N00^{\circ}38'37''$ E, 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of $S17^{\circ}40'37''$ W.; Thence southeasterly along the arc of said curve and said southwesterly right-of-way line through a central angle of $03^{\circ}04'24''$ an arc length of 310.03 feet to the end of said curve; Thence $S75^{\circ}23'47''$ E along said southwesterly right-of-way line 248.21 feet; Thence leaving said southwesterly right-of-way line run $S00^{\circ}05'30''$ E, 1130.74 feet; Thence $S28^{\circ}37'48''$ W, 102.95 feet; Thence $503^{\circ}25'41''$ E, 633.82

feet to a point on the south line of the SW $\frac{1}{4}$ of the aforementioned Section 19; Thence $N89^{\circ}46'46''$ W, along the south line of the SW $\frac{1}{4}$ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

CONCEPTUAL SITE PLAN

EXHIBIT C

NOT A DOCUMENT FROM THE NATIONAL ARCHIVES

[illegible]

C-1
 MAINTENANCE
 C-1
 MAINTENANCE





RESIDENTIAL – SINGLE-FAMILY (DETACHED)



FAÇADE SAMPLES

EXHIBIT D

RESIDENTIAL – TOWNHOMES

































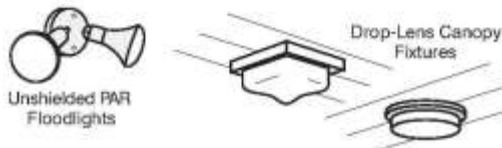
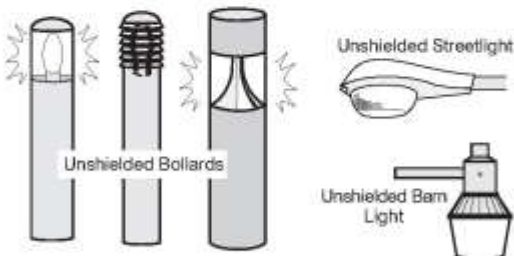
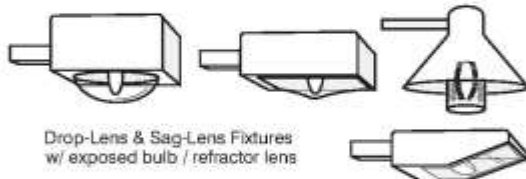




Examples of Acceptable / Unacceptable Lighting Fixtures

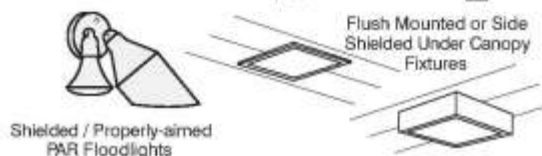
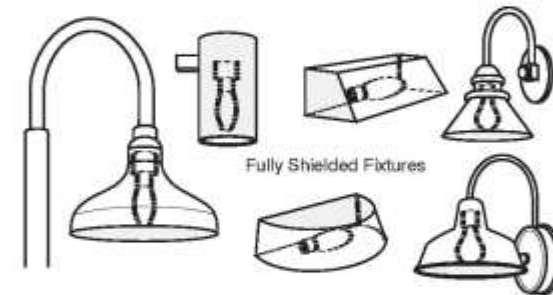
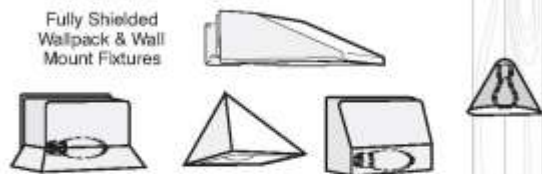
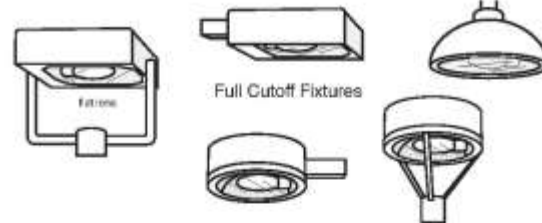
Unacceptable / Discouraged

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

ROUNABOUT PLANTINGS

EXHIBIT F



Figure 1 – Canopy Tree Roundabout Planting

Example Source Courtesy of Saving Our Trees

<https://savingourtrees.wordpress.com/tag/roundabouts/>



Figure 2 – Single-Palm Roundabout Planting

Example Source Courtesy of Houzz

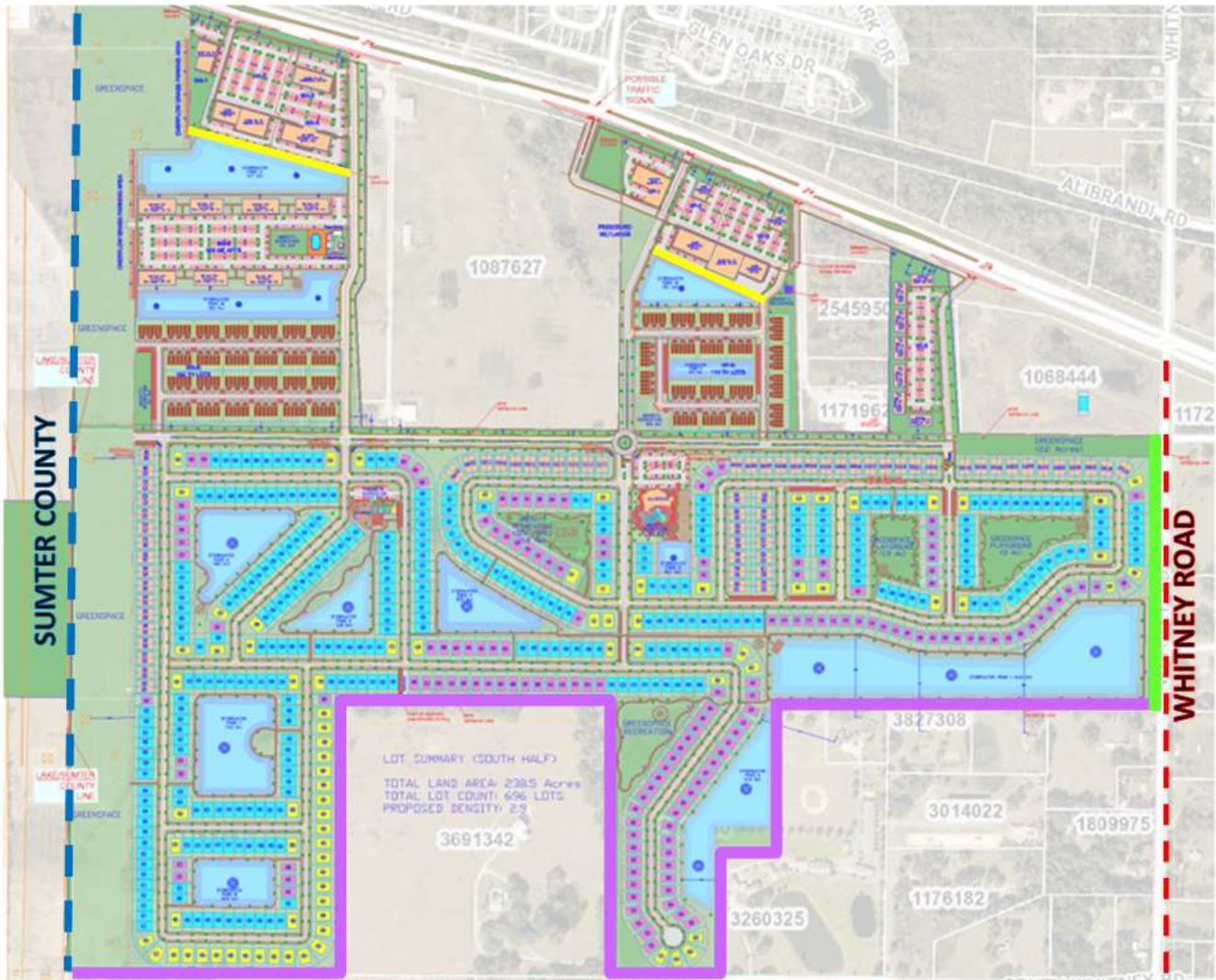
<https://www.houzz.com/photos/query/roundabout-landscaping-ideas>



Figure 3 – Multiple-Palm Roundabout Planting

Example Source Courtesy of Silver Ringree via Unsplash

<https://unsplash.com/photos/view-of-palm-tree-on-park-xdOAljQk0w>



LEGEND:

-  Commercial Fence (Split rail with monument columns)
-  Eastern-Whitney Boundary Fence (Aluminum rail with monument columns)
-  Southern Boundary Fence (Opaque earth tone vinyl)

FENCE/WALL CONCEPTUAL EXAMPLES

EXHIBIT H



Figure 1 – Earth tone vinyl fence with decorative cap element on end panel posts

Example Source Courtesy of Bespoke Fence
<https://bespokefence.com/products/vinyl-fences/>



Figure 2A - Aluminum rail fence with brick-style monument columns

Example Source Courtesy of Byron Fence
<https://www.byronfence.com/commercial-fence>



Figure 2B - Aluminum rail fence with stone-style monument columns

Example Source Courtesy of Decoratedlife.com
<https://decoratedlife.com/stunning-aluminum-fence-ideas/>



Figure 3 – Split rail fence with monument column features

Example Source Courtesy of Fence & Deck Supply
<https://www.fenceanddecksupply.com/wp-content/uploads/2014/04/FDS-Mini-Product-Catalog-2014-EMAIL.pdf>



Figure 4– Opaque Wall with monument column features

Example Source Courtesy of Houzz
<https://www.houzz.com/discussions/1425465/help-choose-retaining-wall-material>

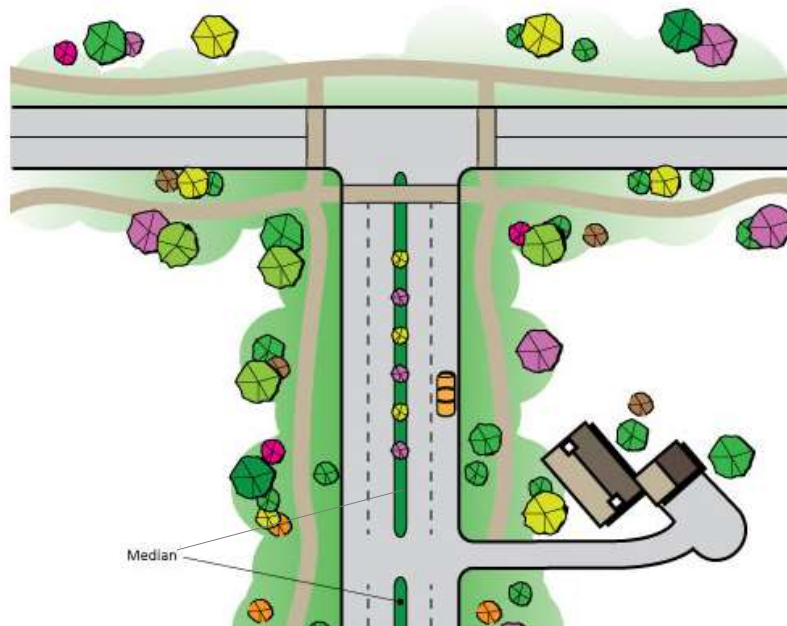


Figure 1 – Divided Boulevard Concept

Example Source Courtesy of Chester County Government

<https://www.cbescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



Figure 2 – Planted Divided Boulevard

Example Source Courtesy of District Works

<https://districtworks.city/landscaping-and-groundkeeping/>



Figure 3 – Planted Divided Boulevard

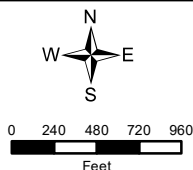
Example Source Courtesy of Joshua Zeunert via ResearchGate

https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

Aerial

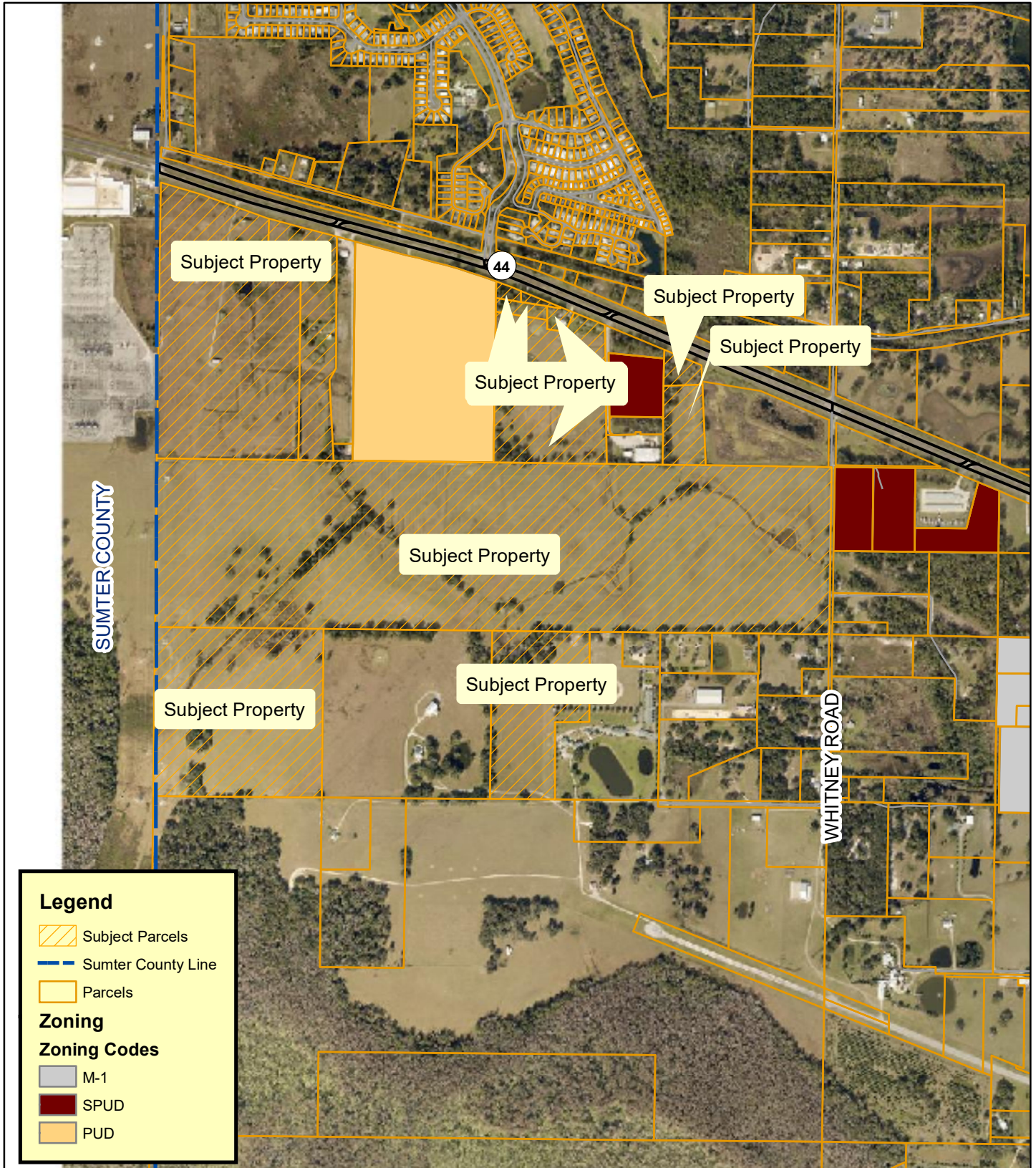


**Planning
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Division**

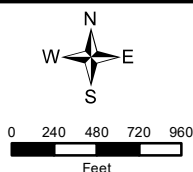


Village Palms Holdings
(ANNX-23-437); LSCP-23-438; PUD-23-439
AK #s: 1035287, 1116546, 1171792, 1171814, 1700001,
1772541, 1772575, 2542730, 2665106, 3458907, 3786048, and 3591666
Sections 19 and 30, Township 19 South, Range 24 East
September 28, 2023

Zoning

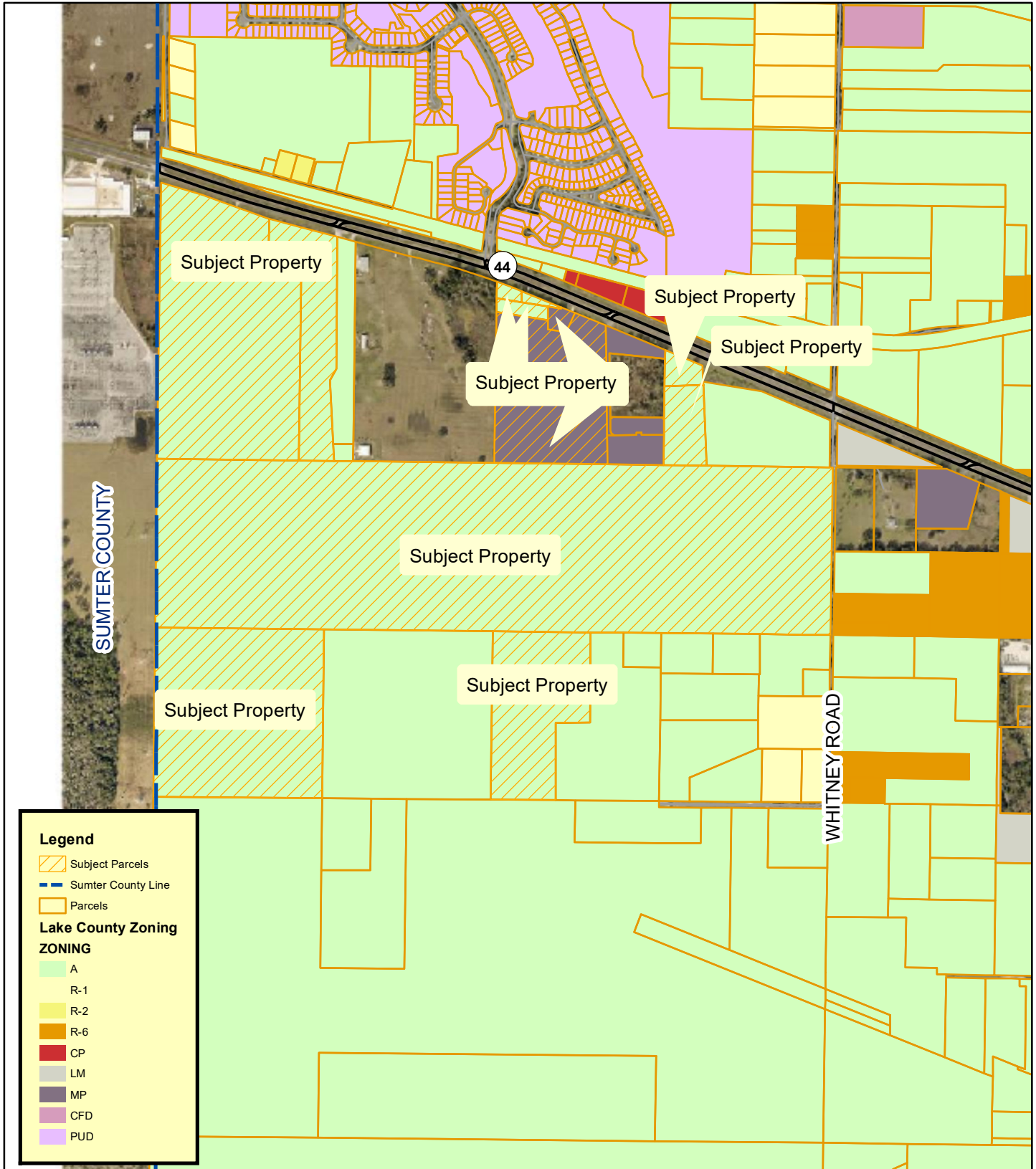


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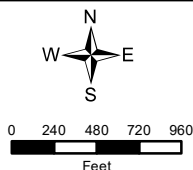


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Lake County Zoning



**Planning
& Zoning
Division**

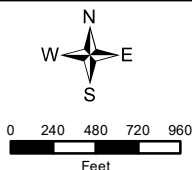


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Proposed Zoning

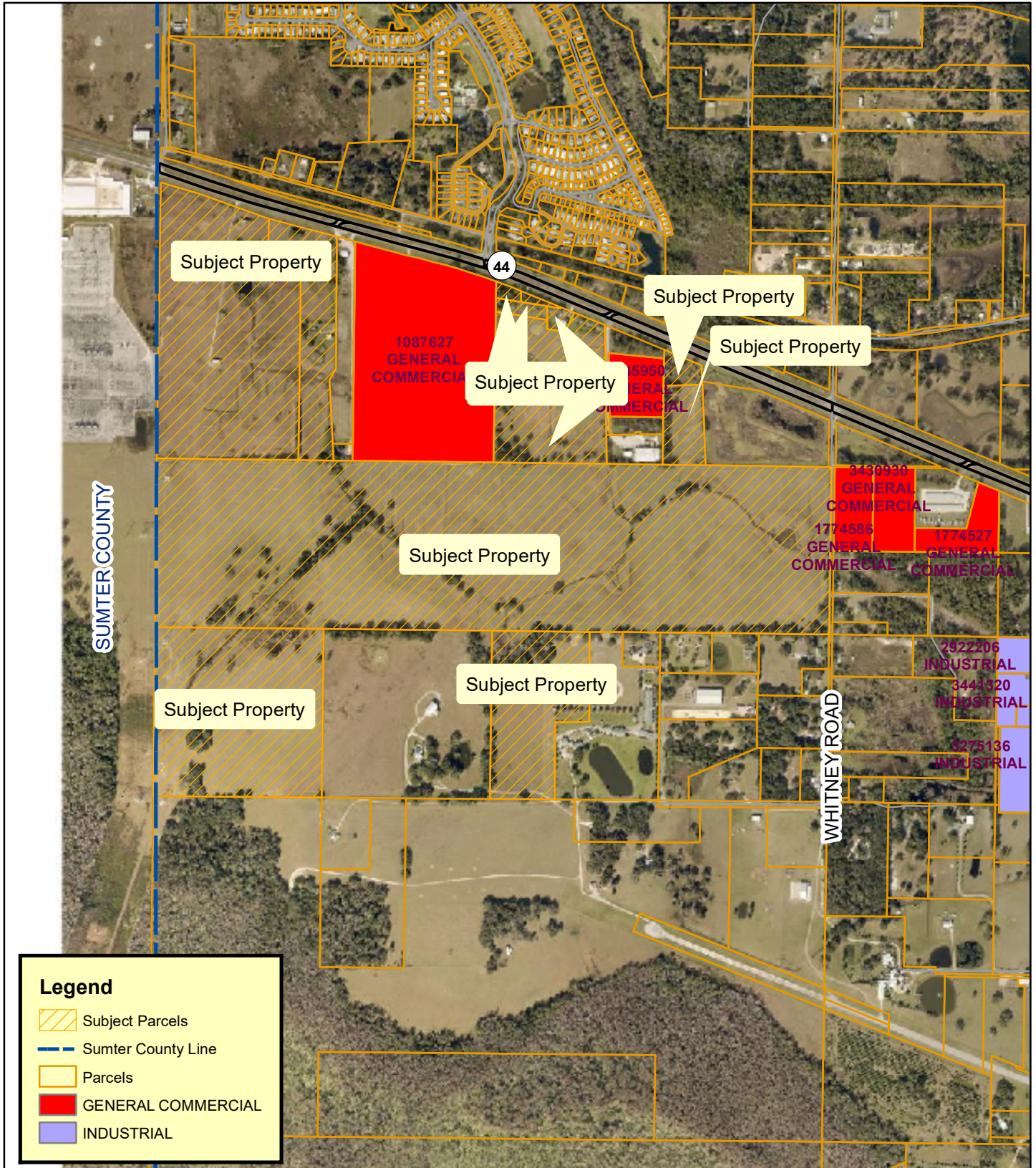


**Planning
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Division**

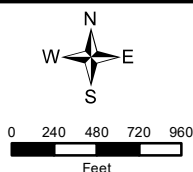


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Future Land Use

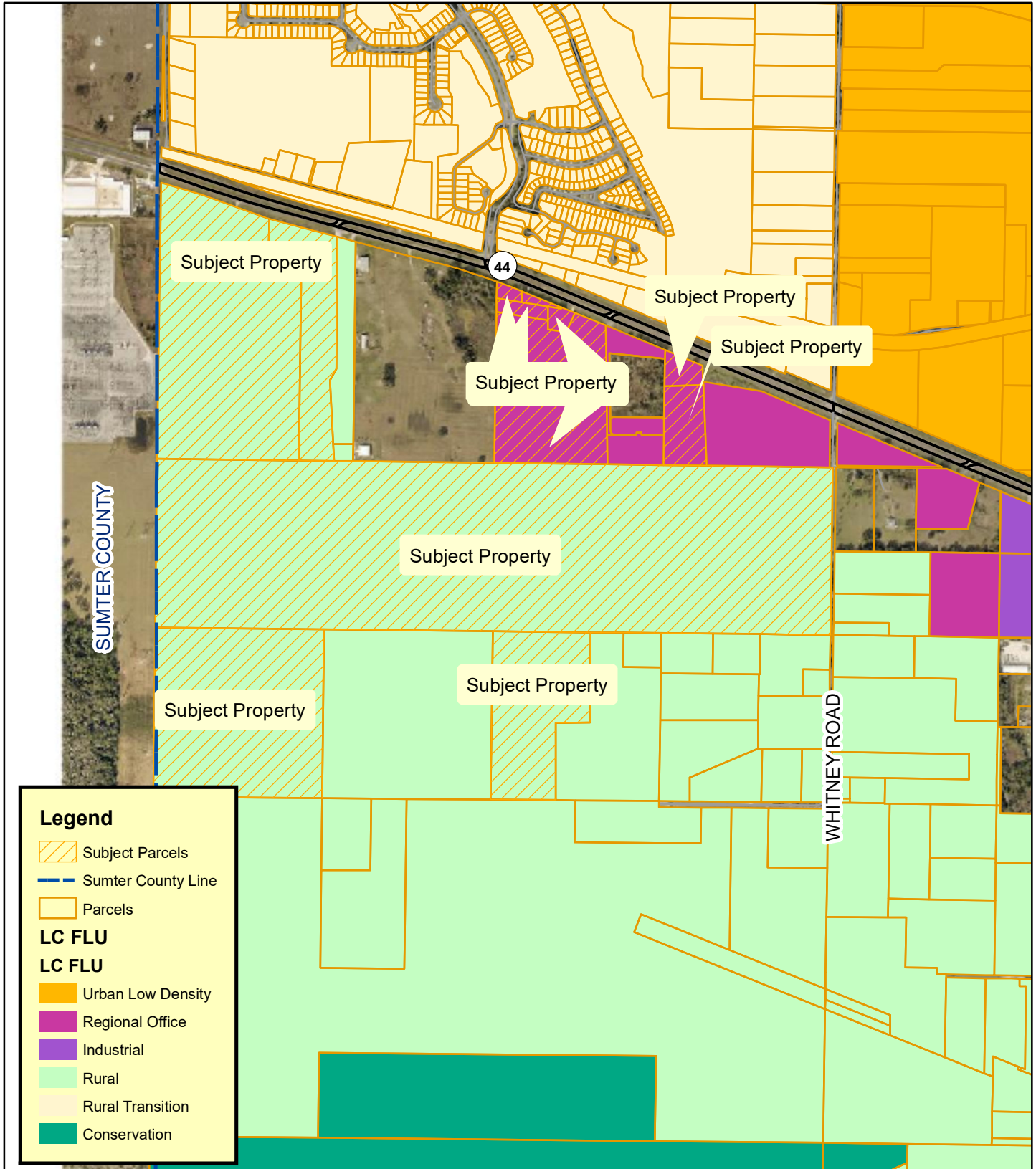


**Planning
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Division**

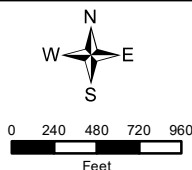


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Lake County Future Land Use

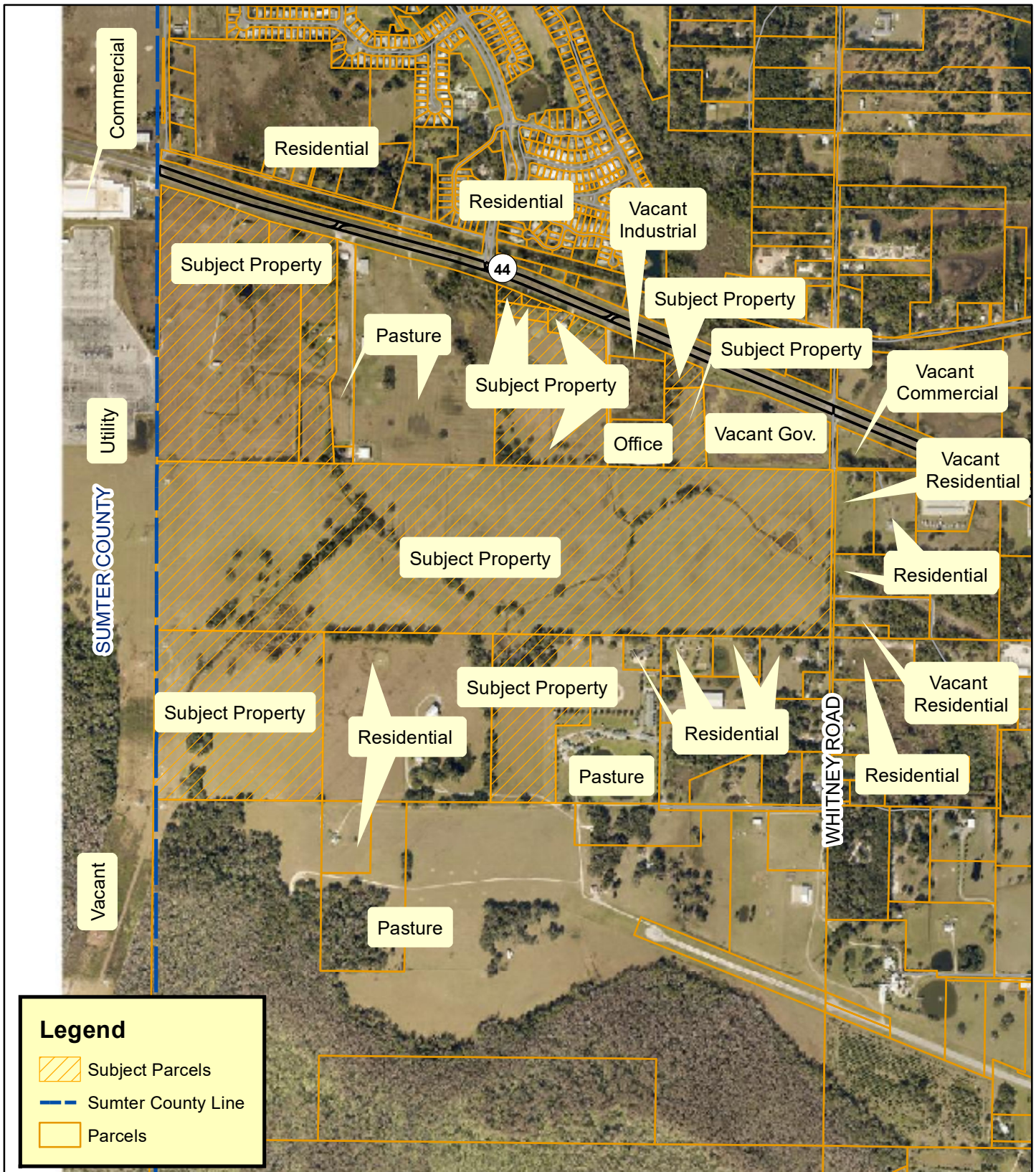


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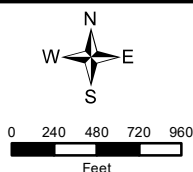


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Surrounding Land Uses



**Planning
& Zoning
Division**



Village Palms Holdings
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ISBA and City Boundary

The map displays the Leesburg ISBA (Incorporated Suburban Boundary Area) in yellow, with subject parcels highlighted in orange. The map includes the Sumter County Line to the west and Whitney Road to the east. Several parcels are labeled 'Subject Property'. A legend in the bottom left corner defines the symbols for subject parcels, county lines, city boundaries, and ISBA boundaries. A scale bar and north arrow are located in the bottom center.

Legend

- Subject Parcels
- Sumter County Line
- Parcels
- City Boundary

ISBA Boundaries

ISBA

LEESBURG ISBA

Map Labels:

- Subject Property
- Subject Property
- Subject Property
- Subject Property
- Subject Property
- Subject Property
- Sumter County
- Whitney Road
- 44

Scale: 0 240 480 720 960 Feet

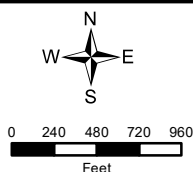
North Arrow: N, S, E, W

Planning & Zoning Division

Village Palms Holdings
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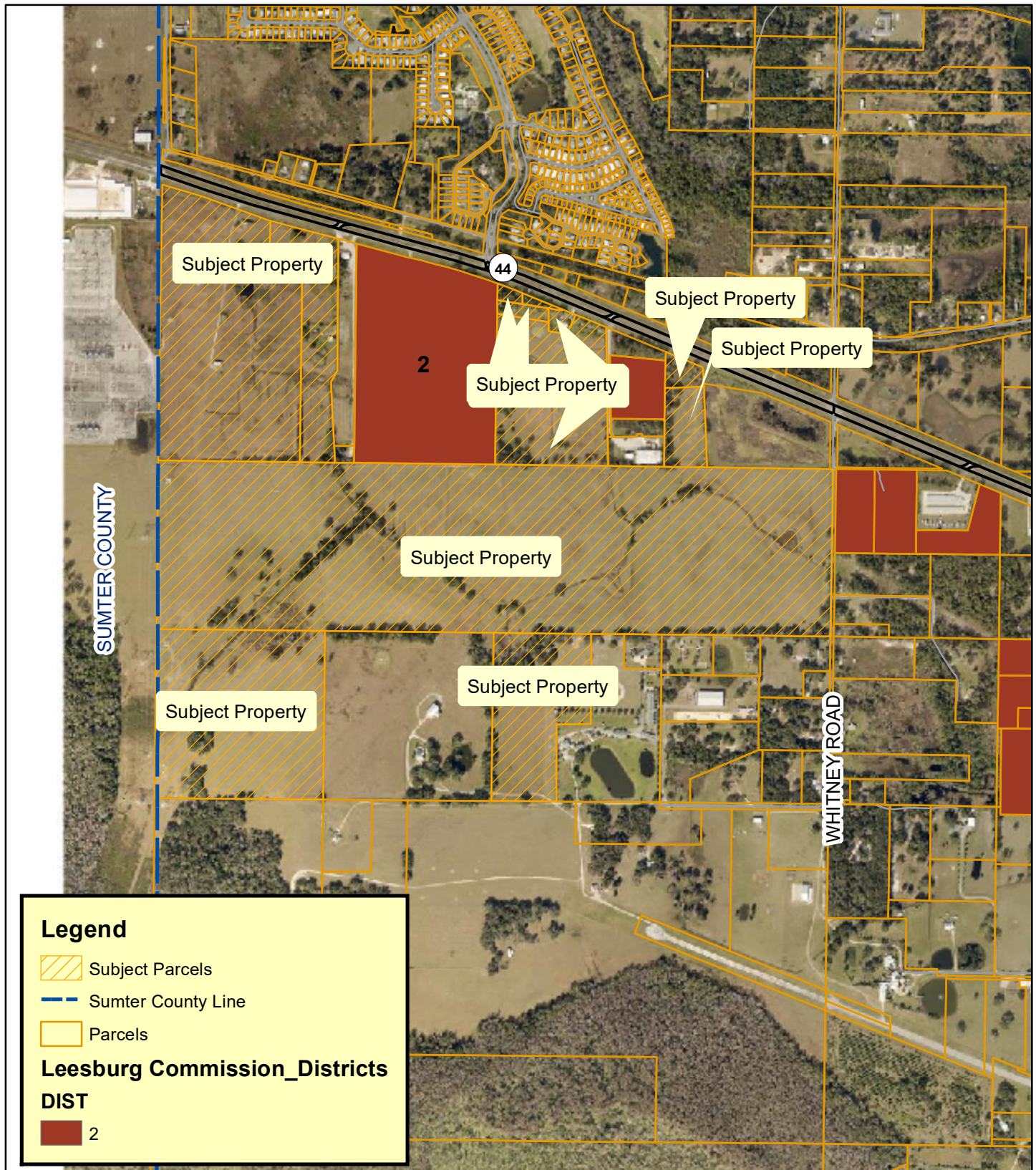


Planning & Zoning Division

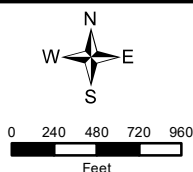


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Commission District



Planning & Zoning Division

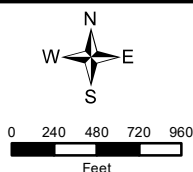


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Flood Zone

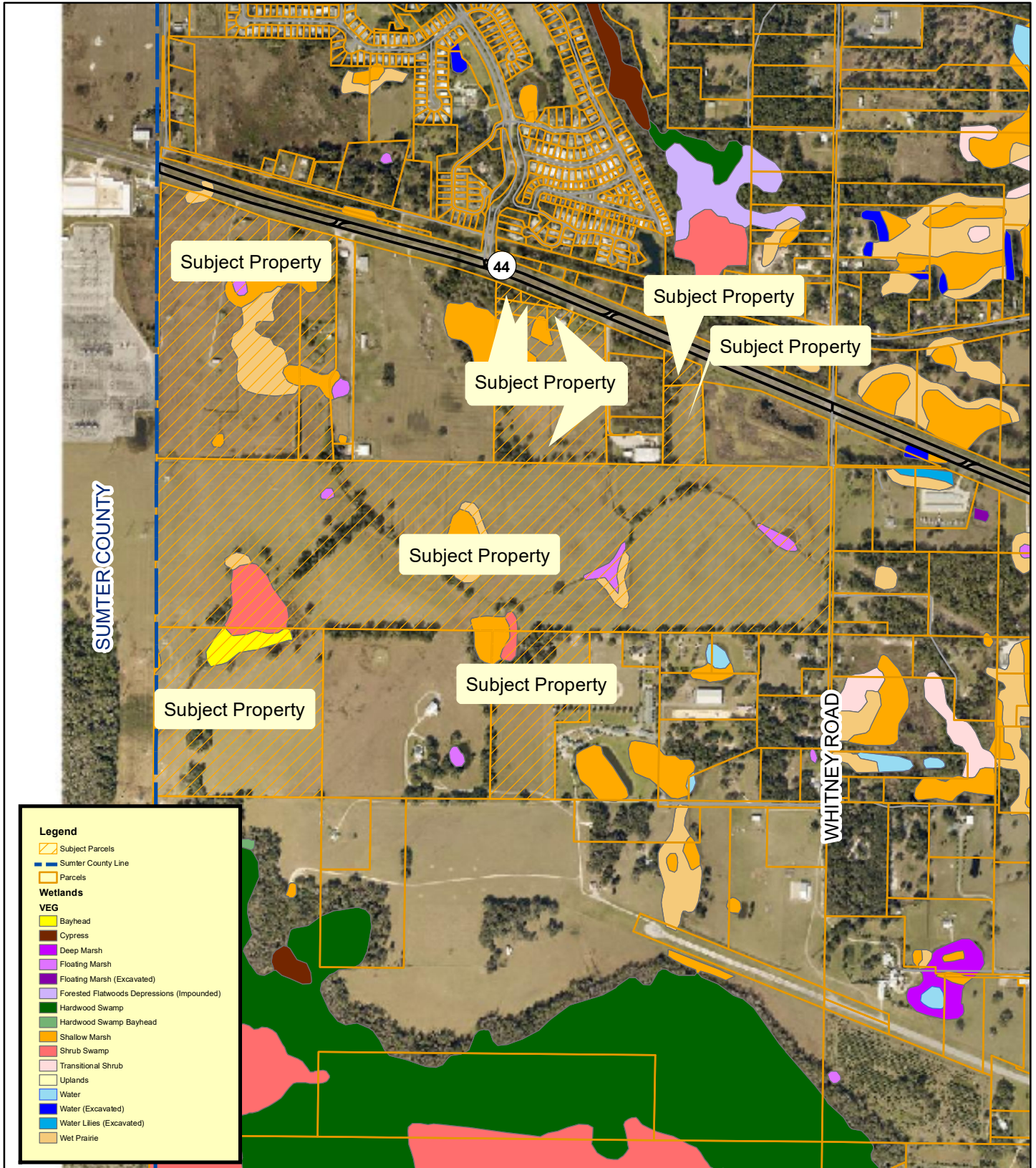


**Planning
& Zoning
Division**

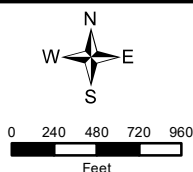


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Wetlands



**Planning
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September 28, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: February 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, rescinding the development order approved by Resolution 8758 on December 14, 2009, for a Development of Regional Impact (DRI) on property known as Secret Promise; and providing an effective date. (Sec Prom DRI Recission)

Staff Recommendation:

Staff recommends approval of the request for recission of the Secret Promise DRI Development Order.

Analysis:

The request herein is to rescind the City's approval of the Secret Promise DRI Development Order, which was approved by the City Commission on December 14, 2009, under Resolution 8578. The property consists of approximately 3,747 acres and is generally located south of the Florida Turnpike, east of the Sumter County line, and north and west of County Road 48. At the time of approval, this development order allowed up to 6,800 residential units and 3,600,000 square feet of non-residential development.

Under s. 380.115(2), Florida Statutes, a developer or landowner may request that a DRI development order be rescinded upon a showing that all required mitigation related to the amount of development existing on the date of revision has been completed. In the years since the approval of Resolution 8578, no development has occurred on the property, thus this requirement has been met. As the property is now under the ownership of the Villages Land Company, LLC, and the First Berkshire Business Trust, approving this request will be consistent with the allowances of s. 380.115(2), Florida Statutes. In conjunction with this request, this item will be followed on today's agenda by requests for Future Land Use map and zoning district amendments which are consistent with proposed plans for future development of the property. Therefore, approval of these items will facilitate the future development of *The Villages of West Lake*. Attached hereto for signature is the form entitled "Order Approving Recission of the Secret Promise DRI DO".

Procurement Analysis:

N/A

Options:

1. Approve the request to rescind the Secret Promise DRI Development Order under Resolution 8578; or
2. Other action the Commission may choose.

Fiscal Impact:

There is no fiscal impact on the City of Leesburg related to this request. However, future development of this property will result in a significant positive fiscal impact on the City in the form of ad valorem taxes, impact fees and utility fees.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, RESCINDING THE
DEVELOPMENT ORDER APPROVED BY RESOLUTION 8758 ON
DECEMBER 14, 2009, FOR A DEVELOPMENT OF REGIONAL IMPACT (DRI)
ON PROPERTY KNOWN AS SECRET PROMISE; AND PROVIDING AN
EFFECTIVE DATE. (SEC PROM DRI RECISSION)**

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

Section 1.

Based on the petition of The Villages Land Company, LLC (Martin L. Dzuro, Manager) and First Berkshire Business Trust (Martin L. Dzuro, Agent), the petitioner for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, to wit:

The Development Order for a Development of Regional Impact, as approved by Resolution 8578 on December 14, 2009, is hereby rescinded and vacated, as provided under Section 380.115(2), Florida Statutes.

Section 2.

This ordinance is hereby transmitted to the Florida Department of Commerce in accordance with the procedures of Chapter 163, Florida Statutes.

Section 3.

This ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**ORDER APPROVING RESCISSION OF
THE DEVELOPMENT ORDER FOR THE SECRET PROMISE
DEVELOPMENT OF REGIONAL IMPACT**

THIS ORDER APPROVING RESCISSION OF THE DEVELOPMENT ORDER FOR THE SECRET PROMISE DEVELOPMENT OF REGIONAL IMPACT AND NOTICE THEREOF is issued by **THE CITY OF LEESBURG (CITY)**, whose address is 501 West Meadow Street, Leesburg, Florida 34748.

FACTUAL BACKGROUND

1. The Development Order (DRI DO) for the Secret Promise Development of Regional Impact (the "DRI") was approved by the City of Leesburg as Resolution # 8578 on December 14, 2009 and the property shall be referred to as the Secret Promise DRI DO.
2. Pursuant to Section 380.115(2), Florida Statutes, "If requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s.380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies."
3. The Villages Land Company (VLC) and First Berkshire Business Trust (Berkshire) are the Property Owners of the DRI, as more particularly described on **EXHIBIT A** attached hereto (the "Property").
4. A Request for Rescission of the Secret Promise DRI Development Order (the "Request") dated November 1, 2023 was submitted to the City of Leesburg, Florida (the "City") on behalf of VLC and Berkshire, confirming that all required mitigation has been provided for the amount of development constructed to date.

5. Based on the information contained in the Request, the City agrees that all required mitigation has been provided for the amount of development that has been constructed to date.
6. In conjunction with this DRI Rescission request, VLC has also filed a comprehensive plan amendment, rezoning and an accompanying 163 agreement. The DRI Rescission effective date is contingent on the future land use map amendment, rezoning and 163 agreement all going into effect at the same time as the DRI rescission.

RESCISSION OF THE DEVELOPMENT ORDER

Based on the information contained herein, the City hereby rescinds the Development Order for the Secret Promise Development of Regional Impact.

ADOPTED THIS _____ DAY OF _____,
2024.

CITY OF LEESBURG, FLORIDA

By: _____

Name:

Title: Mayor

ATTEST:

By: _____

City Clerk

Print: _____

Approved as to Form:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION (SECRET PROMISE DRI) (ORB 3889, PG 383):

THAT PART OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32, OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND THAT PART OF THE S.C.L. RAILROAD TOTALLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S.89°55'36"E., ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 18, A DISTANCE OF 1325.26 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE N.00°08'48"E., ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 2593.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY CR-470; THENCE S89°57'43"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 660.83 FEET; THENCE S00°02'17"W, A DISTANCE OF 50.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 122.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; THENCE S89°57'43"E, A DISTANCE OF 541.47 FEET; THENCE S89°58'45"E, A DISTANCE OF 1075.81 FEET; THENCE S83°44'13"E, A DISTANCE OF 247.87 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE S.00°03'33"W., ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1,068.45 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE S89°58'40"E, A DISTANCE OF 1322.94 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF THE AFOREMENTIONED SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE S.89°52'30"E., ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 577.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE; THENCE S.43°02'13"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 3,026.58 FEET TO A POINT ON THE WEST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE S.00°06'05"W., ALONG THE WEST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 457.05 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S.89°41'50"E., ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 429.69 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE; THENCE S.43°02'13"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 6,250.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE N.45°00'29"E., ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 200.12 FEET TO A POINT AT THE CENTERLINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 400 FEET IN WIDTH; THENCE S.43°02'13"E., ALONG SAID CENTERLINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.45°00'29"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE; THENCE S.43°02'13"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 48; THENCE S.45°00'29"W., ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 48, A DISTANCE OF 2,611.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8,644.37 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF

SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 48, THROUGH A CENTRAL ANGLE OF 16°35'00", AN ARC LENGTH OF 2,501.97 FEET TO THE END OF SAID CURVE; THENCE S.28°25'29"W., ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 3,927.85 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 29; THENCE N.89°47'29"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 186.35 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.30°43'28"W., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD, 306.77 FEET; THENCE S.89°47'29"E., 200.15 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE HIGHWAY 48; THENCE S.28°27'15"W., ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 48, A DISTANCE OF 700.00 FEET; THENCE N.89°47'29"W, A DISTANCE OF 232.34 FEET TO THE SOUTHEASTLY RIGHT-OF-WAY LINE OF THE ABANDONED SCL RAILROAD; THENCE S30°43'28"W ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 255.58 FEET; THENCE S89°46'43"E, A DISTANCE OF 243.80 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE HIGHWAY 48; THENCE S28°27'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2398.99 FEET; THENCE N.89°55'02"W., 299.63 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.19°44'21"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD, 378.76 FEET; THENCE S.89°55'02"E., 234.40 FEET TO A POINT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 48; THENCE S.28°27'15"W., 200.00 FEET TO A POINT THAT IS 250 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE N.89°55'02"W., 202.22 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.19°44'21"W., ALONG SAID RAILROAD RIGHT-OF-WAY, 233.86 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.89°46'59"W., ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 1,278.48 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE N.00°16'26"E., ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1,324.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE N.89°48'17"W., ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 1,325.97 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE N.00°13'59"E., ALONG THE WEST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1321.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE N.89°47'13"W., ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 2,647.14 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE N.00°18'41"E., ALONG THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 1,322.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 30, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.00°16'30"E., ALONG THE WEST LINE OF THE SOUTHWEST 1/4, AND ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 5,304.86 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 19, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.00°11'41"E., ALONG THE WEST LINE OF THE SOUTHWEST 1/4, AND ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 5,298.69 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE

SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.00°11'22"E., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,650.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 3600.58 ACRES.

TOGETHER WITH PARCEL NO. "1":

THAT PART OF SECTIONS 21 AND 28 OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN N.00°12'05"E. ALONG THE WEST LINE OF THE N.W. 1/4 A DISTANCE OF 1029.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8878.68 FEET AND A RADIAL BEARING OF N.48°31'02"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 03°31'31" AN ARC LENGTH OF 546.29 FEET TO THE END OF SAID CURVE; THENCE N.45°00'29"E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 A DISTANCE OF 453.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.45°00'29"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 A DISTANCE OF 2135.31 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, 75.00 FEET; THENCE S.00°12'41"W., 3212.26 FEET TO A POINT ON THE SOUTH LINE OF THE N.E. 1/4 OF THE N.W. 1/4 OF THE AFOREMENTIONED SECTION 28; THENCE N.89°47'19"W., ALONG SAID SOUTH LINE OF THE N.E. 1/4 OF THE N.W. 1/4 A DISTANCE OF 264.84 FEET; THENCE N.36°10'52"W., 2176.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 64.53 ACRES.

TOGETHER WITH PARCEL NO. "2":

THAT PART OF SECTIONS 21 AND 28 OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN N.00°12'05"E. ALONG THE WEST LINE OF THE N.W. 1/4 A DISTANCE OF 1029.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8878.68 FEET AND A RADIAL BEARING OF N.48°31'02"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 03°31'31" AN ARC LENGTH OF 546.29 FEET TO THE END OF SAID CURVE; THENCE N.45°00'29"E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 A DISTANCE OF 2589.23

FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, 75.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 729.75 FEET; THENCE S.00°12'41"W., 2680.71 FEET TO THE NORTH LINE OF THE S.E. 1/4 OF THE N.E. 1/4; THENCE N.89°46'11"W., 101.39 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4; THENCE N.89°47'19"W. ALONG THE NORTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4, A DISTANCE OF 398.62 FEET; THENCE N.00°12'41"E., 3212.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.82 ACRES.

TOGETHER WITH PARCEL NO. "3":

THAT PART OF SECTIONS 21 AND 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W.1/4 OF THE N.W. 1/4 OF SAID SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN N.00°12'05"E. ALONG THE WEST LINE OF THE N.W. 1/4 A DISTANCE OF 1,029.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8,878.68 FEET AND A RADIAL BEARING OF N.48°31'02"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHEASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°31'31" AN ARC LENGTH OF 546.29 FEET TO THE END OF SAID CURVE; THENCE N.45°00'29"E. ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR COUNTY ROAD NO. C-48 A DISTANCE OF 2,589.23 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY FOR FLORIDA'S TURNPIKE; S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 804.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, CONTINUE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR FLORIDA'S TURNPIKE A DISTANCE OF 1,862.41 FEET TO A POINT ON THE NORTH LINE OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 28; THENCE N.89°43'55"W. ALONG THE NORTH LINE OF THE N.E. 1/4 A DISTANCE OF 219.06 FEET; THENCE S.00°14'06"W. A DISTANCE OF 1242.70 FEET; THENCE N.89°44'26"W. A DISTANCE OF 1056.48 FEET; THENCE N.00°12'41"E. A DISTANCE OF 2589.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.00 ACRES.

TOTAL AREA = 3748.93 ACRES.

CONSENT AND DESIGNATION OF AGENT

The undersigned are the Owners of the property described by the Lake County Property Appraiser's website as Parcel #18-20-24-0002-000-00300; #18-20-24-0002-000-00201, #18-20-24-001-000-00200, #18-20-24-0001-000-00500, #17-20-24-0002-000-00200, #18-20-24-0001-000-00400 (the "Property"), hereby designates Martin L. Dzuro on behalf of The Villages Development Company, LLC, a Florida limited liability company, as its agent, authorized to execute all documents on its behalf pursuant to the applications, development agreements, amendments to the Comprehensive Plan, zoning applications, and for submission of the Property for those purposes pursuant to preparation, application and approval of permits and authorizations, including such documents as are required by any local, regional, state or federal government agencies and bodies which are necessary for the development of the Property. This agent and such persons as this agent deems appropriate are authorized to enter the Property as may be necessary to make such reviews and inspections.

Dated this 6 day of September 2023.

WITNESSES:

Print Name: Alicia Ganton

Print Name: Gina Holzer

FIRST BERKSHIRE BUSINESS TRUST, a
Delaware Business Trust

By: _____

Name: STEPHEN C. SCALONE

Title: MANAGING TRUSTEE

STATE OF Florida
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of September, 2023, by Stephen C. Scalone as Managing Trustee of and on behalf of **First Berkshire Business Trust**, a Delaware Business Trust, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Mina Hobes
NOTARY PUBLIC - STATE OF Florida
Print Name: Gina Holzer

[SEAL]



WITNESSES:

Print Name: Alicia Grayson

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES I, LLC,
a Florida limited liability company

By: _____

Name: STEPHEN C. SCALIONE

Title: Manager

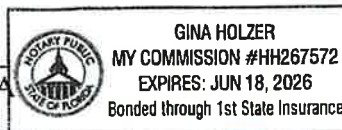
STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates I, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Gina Holzer



[SEAL]

WITNESSES:

Print Name: Alicia Grayson

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES II, LLC,
a Florida limited liability company

By: _____

Name: STEPHEN C. SCALIONE

Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates II, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Gina Holzer



[SEAL]

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WITNESSES:

Print Name: Audra Grayson

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES III, LLC,
a Florida limited liability company

By: _____

Name: STEPHEN C. SCALIONE

Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates III, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Gina Holzer



[SEAL]

WITNESSES:

Print Name: Audra Grayson

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES IV, LLC,
a Florida limited liability company

By: _____

Name: STEPHEN C. SCALIONE

Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates IV, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Gina Holzer



[SEAL]

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WITNESSES:

Alicia Gayman
Print Name: Alicia Gayman
Gina Holzer
Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES V, LLC,
a Florida limited liability company

By: [Signature]
Name: STEPHEN C SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates V, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Gina Holzer



[SEAL]

WITNESSES:

Alicia Gayman
Print Name: Alicia Gayman
Gina Holzer
Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES VI, LLC,
a Florida limited liability company

By: [Signature]
Name: STEPHEN C SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates VI, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Gina Holzer



[SEAL]

88

WITNESSES:

Print Name: AURA GAYTON

Gina Holzer
Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES VII, LLC,
a Florida limited liability company

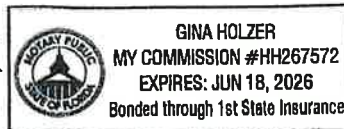
By: _____
Name: STEPHEN C. SCALONE
Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalone as Manager of and on behalf of **FL Turnpike Associates VII, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer



[SEAL]

WITNESSES:

Print Name: AURA GAYTON

Gina Holzer
Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES VIII, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALONE
Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalone as Manager of and on behalf of **FL Turnpike Associates VIII, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer



[SEAL]

g

WITNESSES:

Print Name: Alicia Gayton

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES IX, LLC,
a Florida limited liability company

By: _____

Name: STEPHEN C. SCALIONE

Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of ☒ physical presence or [] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates IX, LLC**, a Florida limited liability company, who is ☒ personally known to me or [] who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Gina Holzer



[SEAL]

WITNESSES:

Print Name: Alicia Gayton

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES X, LLC,
a Florida limited liability company

By: _____

Name: STEPHEN C. SCALIONE

Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of ☒ physical presence or [] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates X, LLC**, a Florida limited liability company, who is ☒ personally known to me or [] who produced _____ as identification, and who did not take an oath.

Gina Holzer
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Gina Holzer



[SEAL]

9

WITNESSES:

Print Name: Alicia Gray Don

Gina Holzer

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES XI, LLC,
a Florida limited liability company

By: _____

Name: STEPHEN C. SCALONE

Title: Manager

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates XI, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Gina Holzer

NOTARY PUBLIC – STATE OF FLORIDA

Print Name: Gina Holzer

[SEAL]



WITNESSES:

[Signature]
Print Name: Audra Grayson
[Signature]
Print Name: Gina Holzer

**BENDERSON PROPERTIES,,
INC.,** a New York Corporation

By: [Signature]
Name: RANDALL BENDERSON
Title: PRESIDENT

STATE OF Florida
COUNTY OF Maricopa

8

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Randall Benderson as President of and on behalf of **Benderson Properties, Inc.,** a New York Corporation, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

[Signature]
NOTARY PUBLIC - STATE OF Florida
Print Name: Gina Holzer

[SEAL]



WITNESSES:

Print Name:

Aucia Gaydon
Gina Holzer
Print Name: Gina Holzer

BENDERSON 85-I TRUST

dated October 14, 1985

By:

[Signature]
Name: RANDALL BENDERSON
Title: TRUSTEE

STATE OF

COUNTY OF

Florida
Manatee

8

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September 2023, by Randall Benderson as Trustee of and on behalf of **Benderson 85-I Trust dated October 14, 1985**, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC - STATE OF

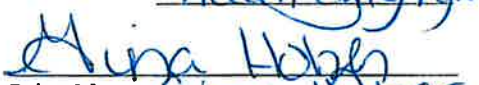
Print Name:

Gina Holzer

[SEAL]



WITNESSES:


Print Name: AUDRA GAYTON

Print Name: Gina Holzer

VICTORIA ESTATES, LTD., a Florida
limited partnership

BY: Benderson-Victoria, L.C., a Florida
limited liability company, its
General Partner

By: 
Name: STEPHEN C. SCAGLIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence of ☐ online notarization this 5th day of September, 2023, by Stephen C. Scaglione as Manager of and on behalf of Benderson-Victoria, L.C, a Florida limited liability company, the General Partner of **Victoria Estates, Ltd.**, a Florida limited partnership, who is ☒ personally known to me or ☐ produced _____ as identification, and who did not take an oath.


NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

[SEAL]



WITNESSES:

[Signature]
Print Name: AUDAGAYAN
[Signature]
Print Name: Gina Holzer

BUFFALO-NORFOLK ASSOCIATES, LLP,
a Virginia limited liability partnership
By: RB-3 Associates, its General Partner
By: 9395 CH, LLC, its General Partner

By: _____
Name: STEPHEN C. SCALONE
Title: manager

STATE OF Florida
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of [☒] physical presence or [] online notarization this 5th day of September, 2023, by Stephen C. Scalone as manager of 9395 Associates, general partner of RB-3 Associates, General Partner of and on behalf of **Buffalo-Norfolk Associates, LLP**, a Virginia limited liability partnership, who is [☒] personally known to me or [] who produced _____ as identification, and who did not take an oath.

[Signature]
NOTARY PUBLIC – STATE OF Florida
Print Name: Gina Holzer

[SEAL]



WITNESSES:

[Signature]
Print Name: AUCIA GAYRON
[Signature]
Print Name: Gina Holzer

TFM OF NEW YORK, LLC,
a New York limited liability company

By: [Signature]
Name: STEPHEN C. SCALONE
Title: MANAGER

STATE OF Florida
COUNTY OF manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalone as Manager of and on behalf of **TFM of New York, LLC**, a New York limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

[Signature]
NOTARY PUBLIC – STATE OF Florida
Print Name: Gina Holzer

[SEAL]



WITNESSES:

Print Name: Alicia G. [Signature]

Mina Holzer
Print Name: Gina Holzer

110 CR 470, LLC

a Florida limited liability company

By: [Signature]

Name: STEPHEN C. SCALONE

Title: MANAGER

g

STATE OF Florida
COUNTY OF manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of September, 2023, by Stephen C. Scalone as manager of and on behalf of **110 CR 470, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

Mina Holzer
NOTARY PUBLIC - STATE OF Florida
Print Name: Gina Holzer

[SEAL]



CONSENT AND DESIGNATION OF AGENT

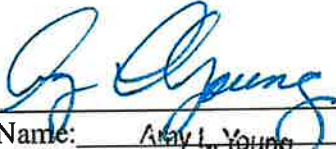
The undersigned is the Owner of the property described in **Exhibit "A"** attached hereto (the "Property"), hereby designates Martin L. Dzuro on behalf of The Villages Land Company, LLC, a Florida limited liability company, as its agent, authorized to execute all documents on its behalf pursuant to applications, development agreements, amendments to the Comprehensive Plan, zoning applications, and for submission of the Property for those purposes pursuant to preparation, application and approval of permits and authorizations, including such documents as are required by any local, regional, state or federal government agencies and bodies which are necessary for the development of the Property. These agents and such persons as the agents deem appropriate are authorized to enter the Property as may be necessary to make such reviews and inspections.

Dated this 24th day of October, 2023.

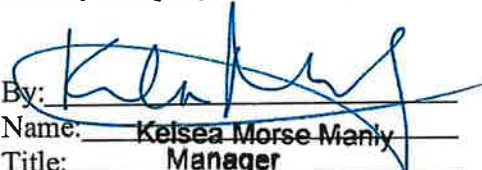
WITNESSES:

**THE VILLAGES DEVELOPMENT
COMPANY, LLC**, a Florida limited liability
company

BY: VDC Manager, LLC, a Florida limited
liability company, its Manager

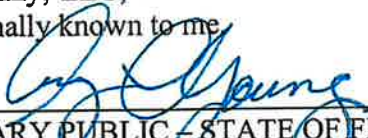

Print Name: Amy L. Young


Print Name: Rosemary Karpovich

By: 
Name: Kelsea Morse Manly
Title: Manager

STATE OF FLORIDA COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence this 24th day of October, 2023, by Kelsea Morse Manly, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.


NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Amy L. Young



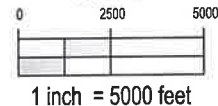
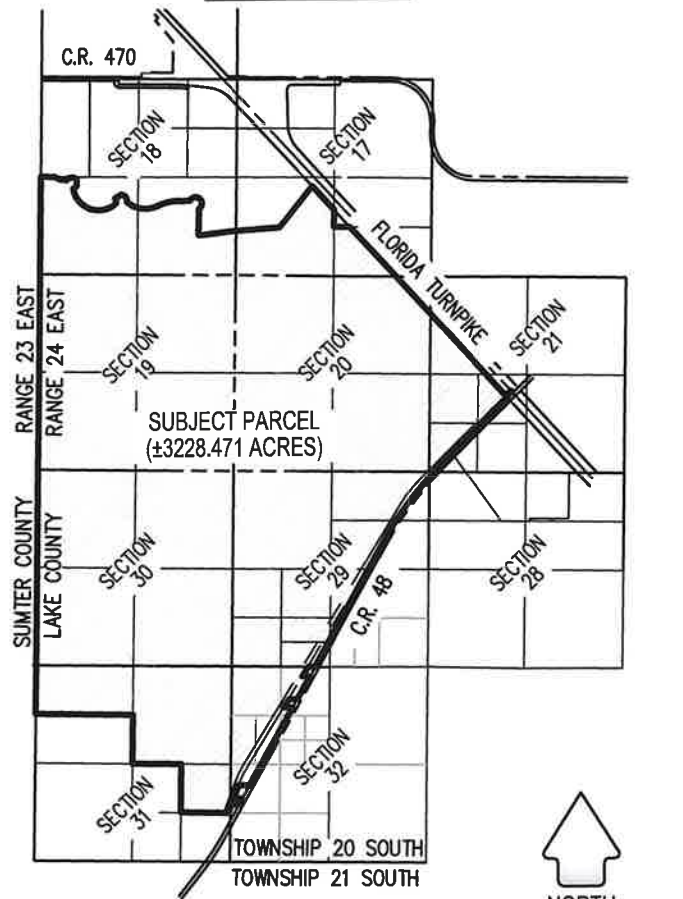
AMY L. YOUNG
Commission # GG 969889
Expires June 21, 2024
Bonded Thru Budget Notary Services

[SEAL]

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 01 OF 14

LOCATION MAP



LEGEND:

- 18** = SECTION NUMBER LABEL
± = MORE OR LESS
C.R. = COUNTY ROAD
NO. = NUMBER
LB = LICENSED BUSINESS
PG = PAGE
ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT-OF-WAY
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
○ = CHANGE IN DIRECTION
— = LINE BREAK

REVISION 5/19/2023 (DMS) - ADD ALTKEY# 1296609

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF SOUTH 00°43'36" WEST.

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

PROJECT# S01122.9548
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH



CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 53RD ROAD - WILDLWOOD, FL 34765
(352) 716-3129 LBA/MS

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 02 OF 14

LEGAL DESCRIPTION

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 823.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED

(LEGAL DESCRIPTION CONTINUED ON NEXT SHEET)

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH



SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 03 OF 14

LEGAL DESCRIPTION (CONTINUED):

RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31;

(LEGAL DESCRIPTION CONTINUED ON NEXT SHEET)

PROJECT# S01122.0548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH



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SURVEYING
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(822) 748-2128 1.888.888

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 04 OF 14

LEGAL DESCRIPTION (CONTINUED):

THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 3,228.471 ACRES, MORE OR LESS.

PROJECT# S01122.0648
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 05 OF 14

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	505.00'	37°27'07"	330.10'	S71°48'09"E	324.25'
C2	168.00'	111°07'45"	325.65'	N89°28'17"E	277.12'
C3	138.00'	46°10'17"	111.21'	S50°39'28"W	108.22'
C4	700.00'	119°06'05"	1,455.10'	S68°40'11"E	1,206.91'
C5	138.00'	51°17'40"	123.55'	N00°01'03"W	119.48'
C6	935.00'	1°54'03"	31.02'	N31°44'12"W	31.02'
C7	168.00'	101°21'38"	297.20'	S40°26'25"E	259.94'
C8	775.00'	64°01'58"	866.13'	S82°06'39"E	821.75'
C9	1595.00'	22°23'35"	623.38'	N77°04'09"E	619.42'
C10	168.00'	203°46'34"	597.50'	S45°24'39"E	328.79'
C11	8651.25'	16°34'14"	2,502.04'	S37°16'23"W	2,493.32'
C12	2809.20'	0°16'44"	13.67'	S20°27'23"W	13.67'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S89°21'13"E	362.78'
L2	N89°28'17"E	32.87'
L3	S00°31'43"E	180.00'
L4	S89°28'17"W	16.83'
L5	N51°46'46"E	45.87'
L6	N59°12'50"E	180.00'
L7	N88°15'57"E	295.63'
L8	S63°08'28"E	6.16'
L9	N89°40'26"E	86.96'
L10	S42°26'41"E	882.62'
L11	S00°40'32"W	457.93'
L12	S89°17'01"E	429.12'
L13	N45°35'30"E	200.12'
L14	S42°27'10"E	50.03'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L15	S45°35'30"W	200.12'
L16	S42°27'10"E	35.02'
L17	N89°13'15"W	186.77'
L18	S31°18'14"W	306.81'
L19	S89°13'15"E	200.65'
L20	N89°13'15"W	233.01'
L21	S31°18'14"W	255.87'
L22	S89°13'15"E	244.57'
L23	N88°24'41"W	296.53'
L24	S20°19'01"W	365.24'
L25	S89°21'24"E	234.00'
L26	S29°01'16"W	200.06'
L27	N89°21'24"W	201.84'
L28	S20°19'01"W	233.77'

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH



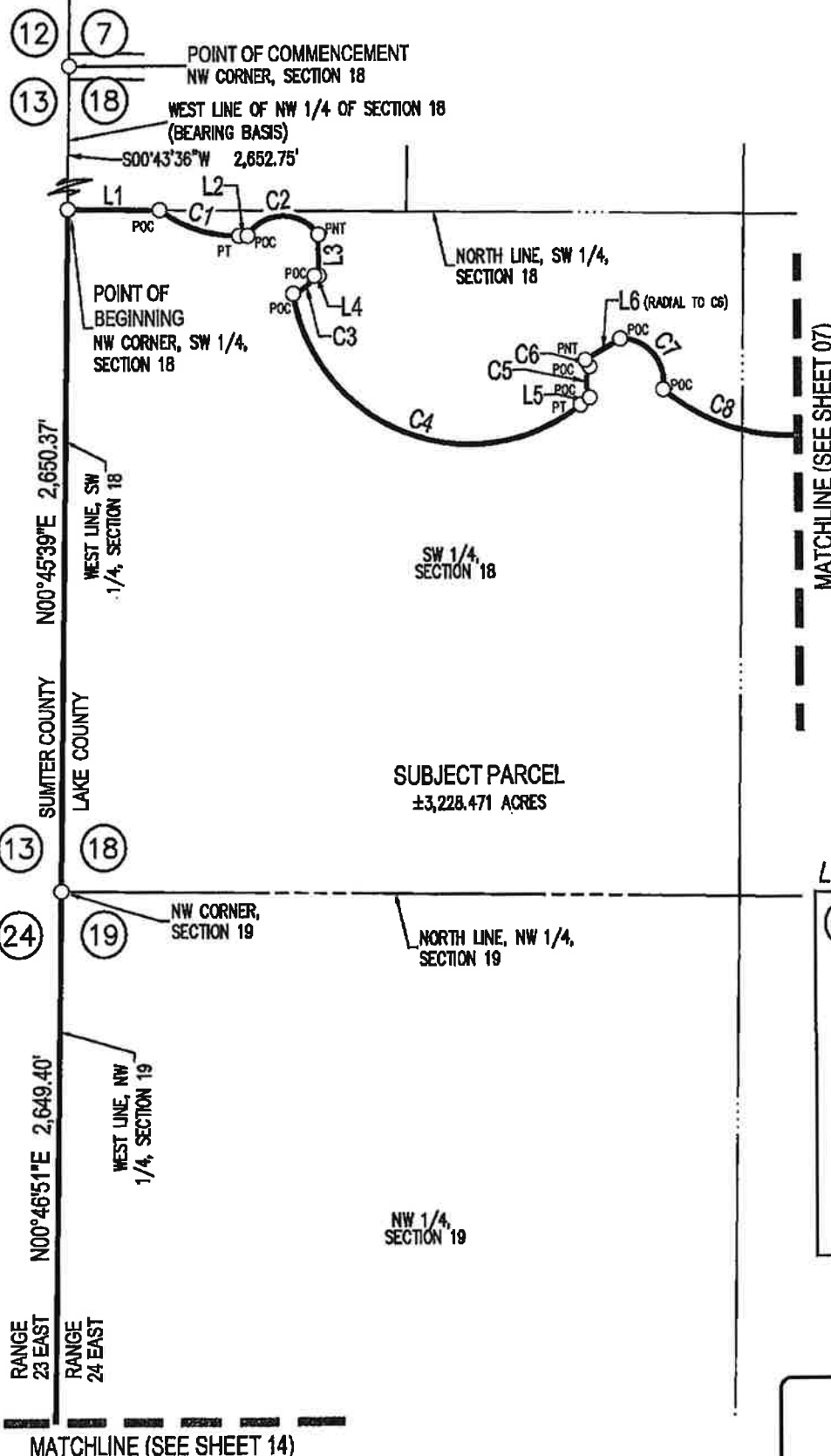
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BARLEY
SURVEYING

4150 NE 63RD ROAD - WILDMOOD, FL 34785
(888) 744-3128 (352) 744-3128

DRAWING FILE: S:\SURVEY\NEW\STATE PROJECTS\INDUSTRIAL\05-16-23\11/17/2023 7:57 AM BY: HEAR

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 06 OF 14



LEGEND:

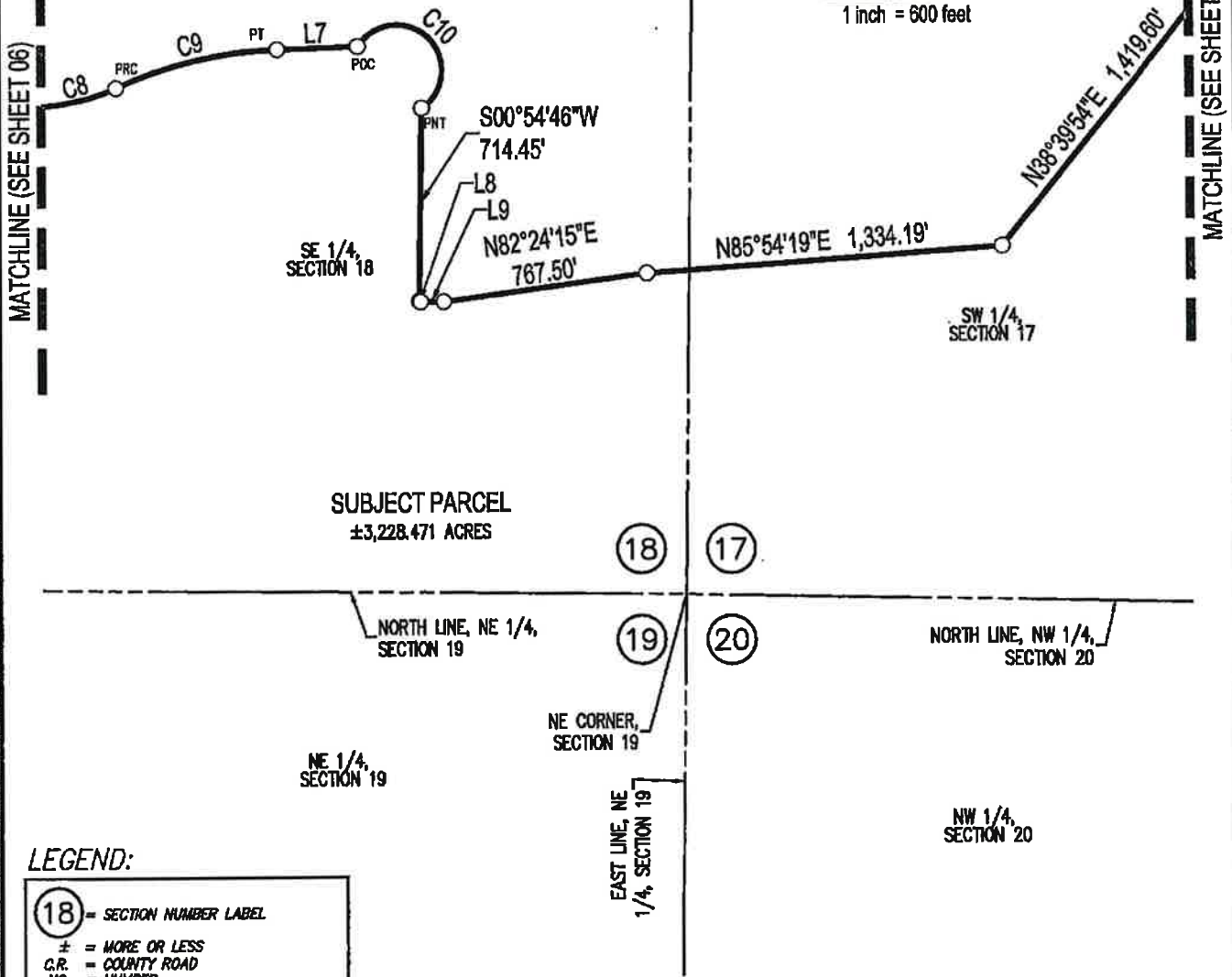
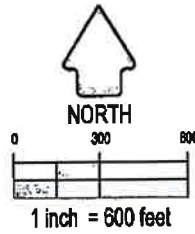
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- ORB = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- POC = POINT ON CURVE
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- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- = CHANGE IN DIRECTION
- = LINE BREAK

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

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4400 RE 83RD ROAD - WILLOWOOD, FL 34705
(888) 748-0126 (LOCAL)

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EXHIBIT "A"
SHEET 07 OF 14



LEGEND:

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- L/ = REFERENCE TO LINE TABLE
- C/ = REFERENCE TO CURVE TABLE
- = CHANGE IN DIRECTION
- = LINE BREAK

PROJECT# S01122.8548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

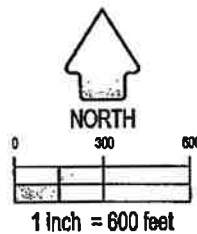
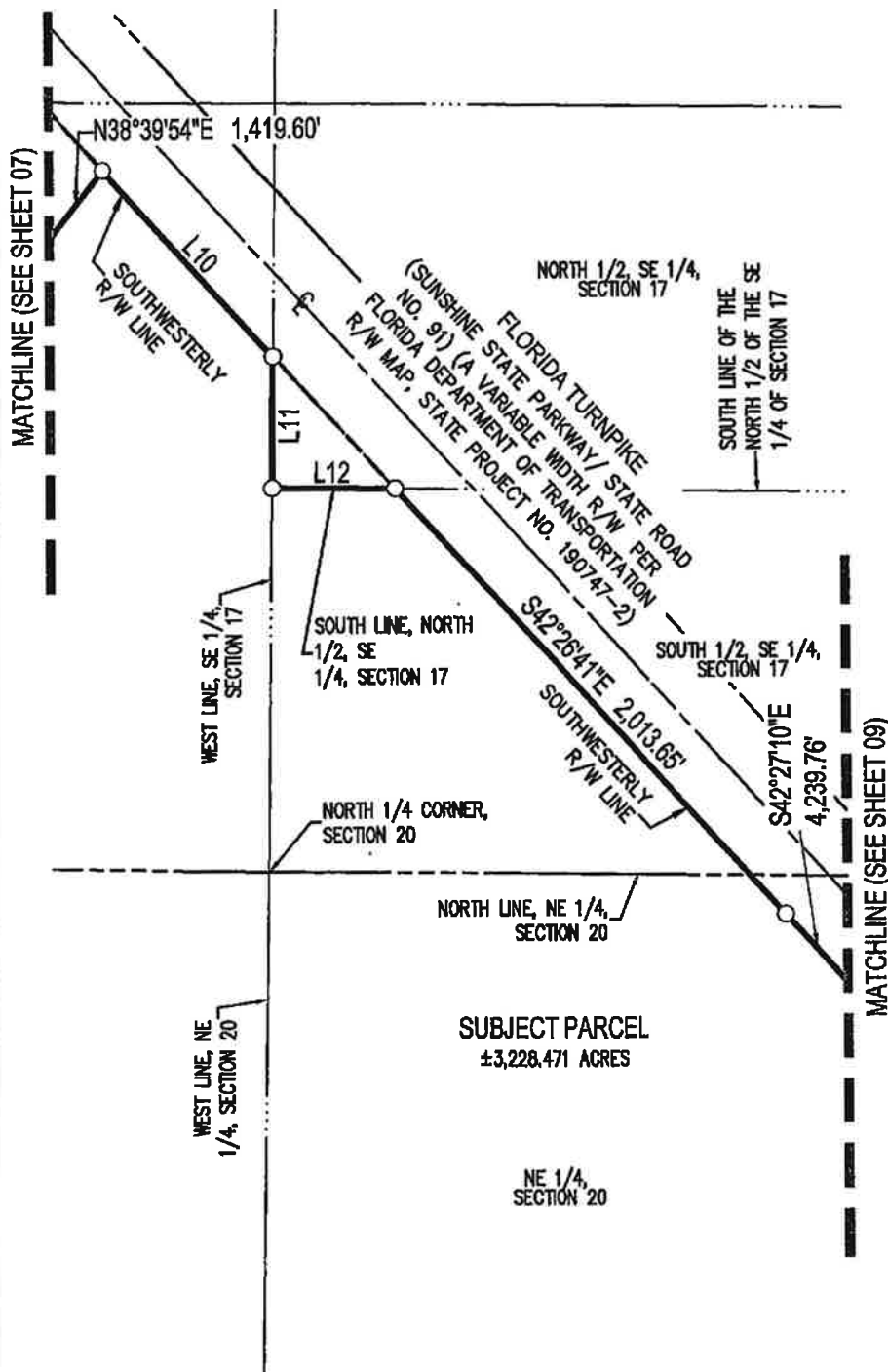
CFB SURVEYING
GLYNNER FARNER BARLEY
4600 NE 83RD ROAD - WILDFORD, FL 34945
(850) 749-3128 L58488

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 08 OF 14

LEGEND:

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C.R. = COUNTY ROAD
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PCC = POINT OF COMPOUND CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
○ = CHANGE IN DIRECTION
— = LINE BREAK



PROJECT# S01122.8548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

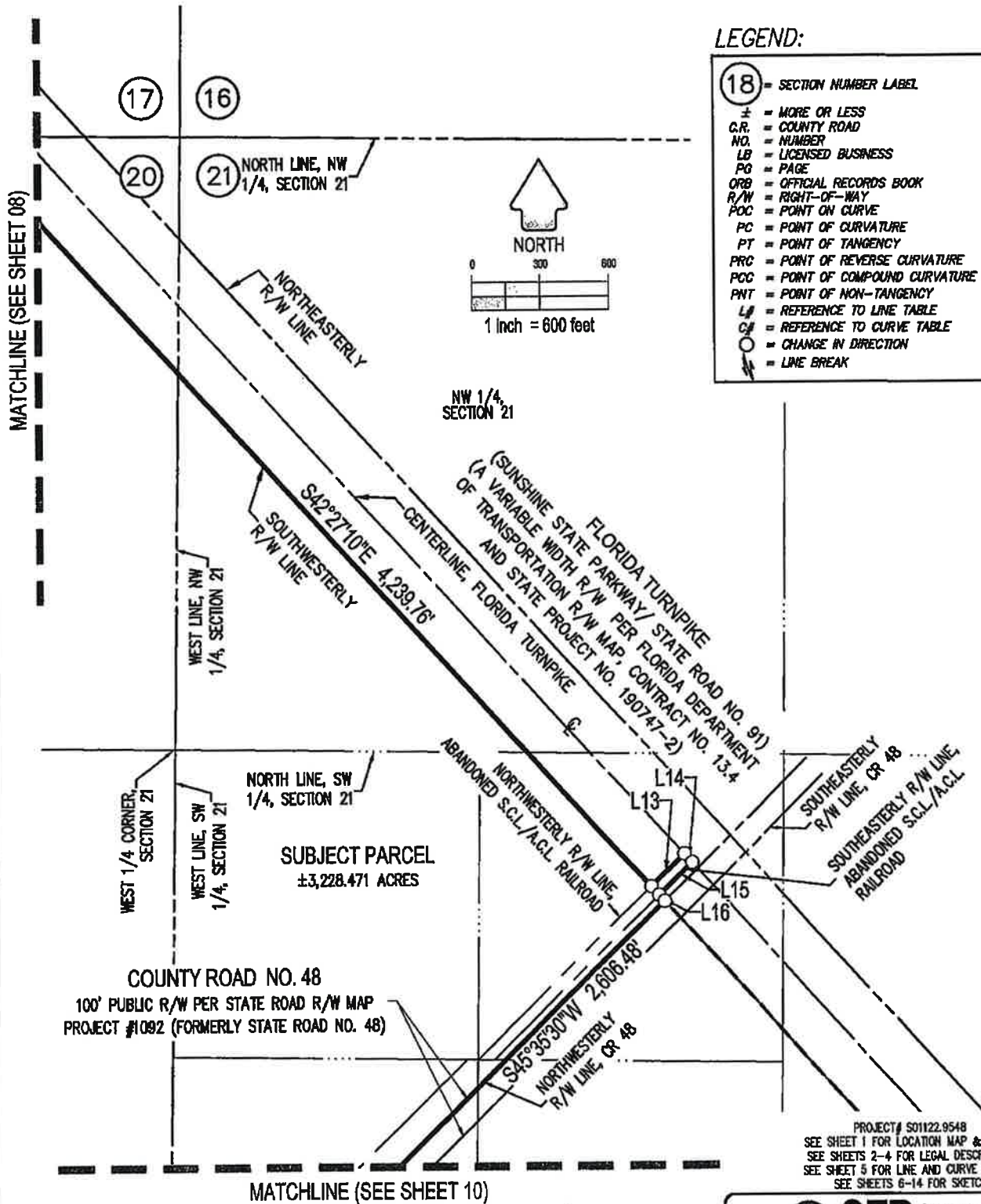
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BARLEY
SURVEYING
4400 NE 83RD ROAD • WILDOOD, FL 3046
(770) 748-9188 LB#688

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 09 OF 14

LEGEND:

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- ± = MORE OR LESS
- C.R. = COUNTY ROAD
- NO. = NUMBER
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- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
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- POC = POINT ON CURVE
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- PT = POINT OF TANGENCY
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- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- CD = CHANGE IN DIRECTION
- = LINE BREAK



PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

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EXHIBIT "A"
SHEET 10 OF 14

SW 1/4,
SECTION 21

NORTH LINE, NE
1/4, SECTION 29

NORTH LINE, NW 1/4,
SECTION 28

NORTHWESTERLY
R/W LINE ABANDONED
S.C.L./A.C.L. RAILROAD
NORTHWESTERLY
R/W LINE

NORTH
R/W LINE
C11
SOUTHEASTERLY
R/W LINE, CR 48

MATCHLINE (SEE SHEET 09)

S45°35'30"W
2,606.48'

28
COUNTY ROAD NO. 48
100' PUBLIC R/W PER STATE ROAD R/W
MAP, PROJECT #1082 (FORMERLY STATE
ROAD NO. 48)

NE 1/4,
SECTION 29

NW 1/4,
SECTION 28

ABANDONED S.G.L./A.C.L.
RAILROAD R/W

WEST LINE, NW 1/4,
SECTION 28

NORTH LINE, SE 1/4,
SECTION 29

SOUTHEASTERLY
R/W LINE, CR 48

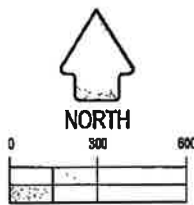
MATCHLINE (SEE SHEET 11)

SE 1/4,
SECTION 29

SW 1/4,
SECTION 28

①⑧ = SECTION NUMBER LABEL

- ± = MORE OR LESS
- C.R. = COUNTY ROAD
- NO. = NUMBER
- LB = LICENSED BUSINESS
- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
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- PNT = POINT OF NON-TANGENCY
- L/I = REFERENCE TO LINE TABLE
- C/T = REFERENCE TO CURVE TABLE
- = CHANGE IN DIRECTION
- = LINE BREAK



1 inch = 600 feet

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

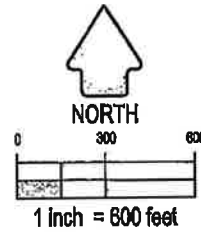


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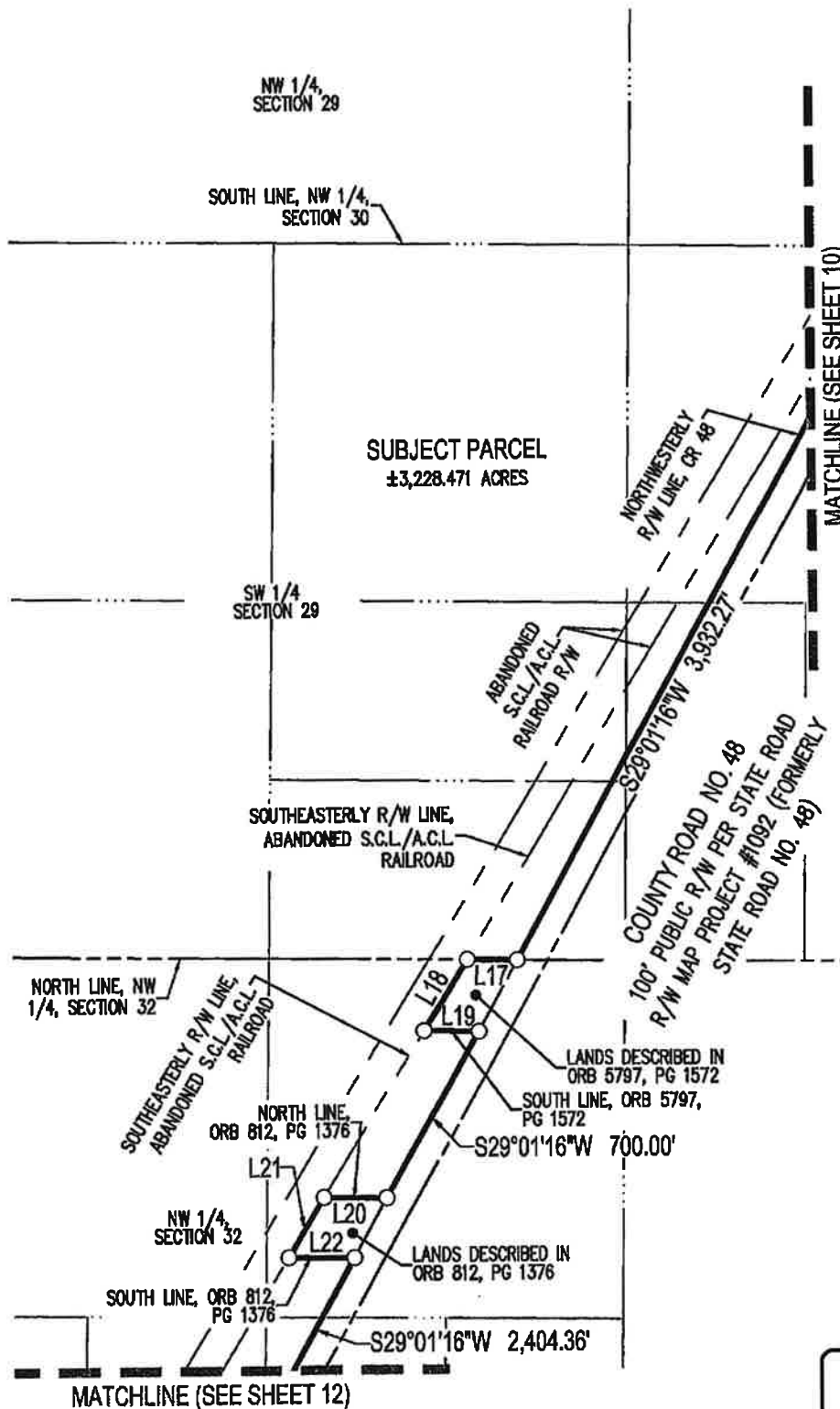
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 11 OF 14



LEGEND:

- 18** = SECTION NUMBER LABEL
- $\pm$ = MORE OR LESS
- C.R. = COUNTY ROAD
- NO. = NUMBER
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- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- $\circ$ = CHANGE IN DIRECTION
- = LINE BREAK



SE 1/4,
SECTION 29

NE 1/4,
SECTION 32

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB SURVEYING
CLYMER
FARMER
BARLEY
4400 NE 83RD AVENUE - WILMINGTON, FL 34205
(352) 744-3338 FAX (352) 744-3339

DRAWING NAME: 3 SURVEY NEW SPANISH VILLAGE TRAIL PROJECT, SUBSECTION, PURCHASED 11/19/2023, 7:33 AM, BY: HBAIR

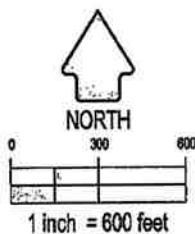
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 12 OF 14

MATCHLINE (SEE SHEET 13)

N89°12'12"W 2,647.14'

N00°50'27"E 1,323.15'
WEST LINE, NE 1/4,
SECTION 31



NE 1/4,
SECTION 31

SUBJECT PARCEL
±3,228.471 ACRES

MATCHLINE (SEE SHEET 11)

N89°15'43"W
1,323.75'

NW 1/4, SE 1/4,
SECTION 31

N00°43'08"E
1,323.54'

WEST LINE, NE 1/4,
SECTION 31

SOUTH LINE, ORB
2808, PG 2197

NE 1/4, SE 1/4,
SECTION 31

LANDS DESCRIBED IN
ORB 2877, PG 609

SOUTH LINE, ORB
2877, PG 609

SOUTH LINE, NE 1/4,
SECTION 31

N89°13'10"W 1,279.73'

SW 1/4, SE 1/4,
SECTION 31

SE 1/4, SE 1/4,
SECTION 31

SOUTHEASTERLY R/W LINE,
ABANDONED S.C.L./A.C.L.
RAILROAD

ABANDONED S.C.L./A.C.L.
RAILROAD R/W

NORTHWESTERLY
R/W LINE, CR 48

S29°01'16"W 2,404.36'
SOUTHEASTERLY
R/W LINE, CR 48

NORTH LINE, ORB
2587, PG 478

LANDS DESCRIBED IN
ORB 2587, PG 478

LANDS DESCRIBED IN
ORB 2808, PG 2197

COUNTY ROAD NO. 48
100' PUBLIC R/W PER STATE ROAD
R/W MAP, PROJECT #1092 (FORMERLY
STATE ROAD NO. 48)

LEGEND:

- (18) = SECTION NUMBER LABEL
- ± = MORE OR LESS
- C.R. = COUNTY ROAD
- NO. = NUMBER
- LB = LICENSED BUSINESS
- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- = CHANGE IN DIRECTION
- = LINE BREAK

31 32
6 5

PROJECT# S01122.0548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 8-14 FOR SKETCH

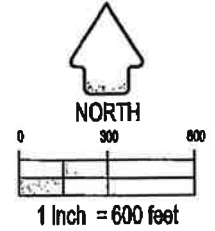
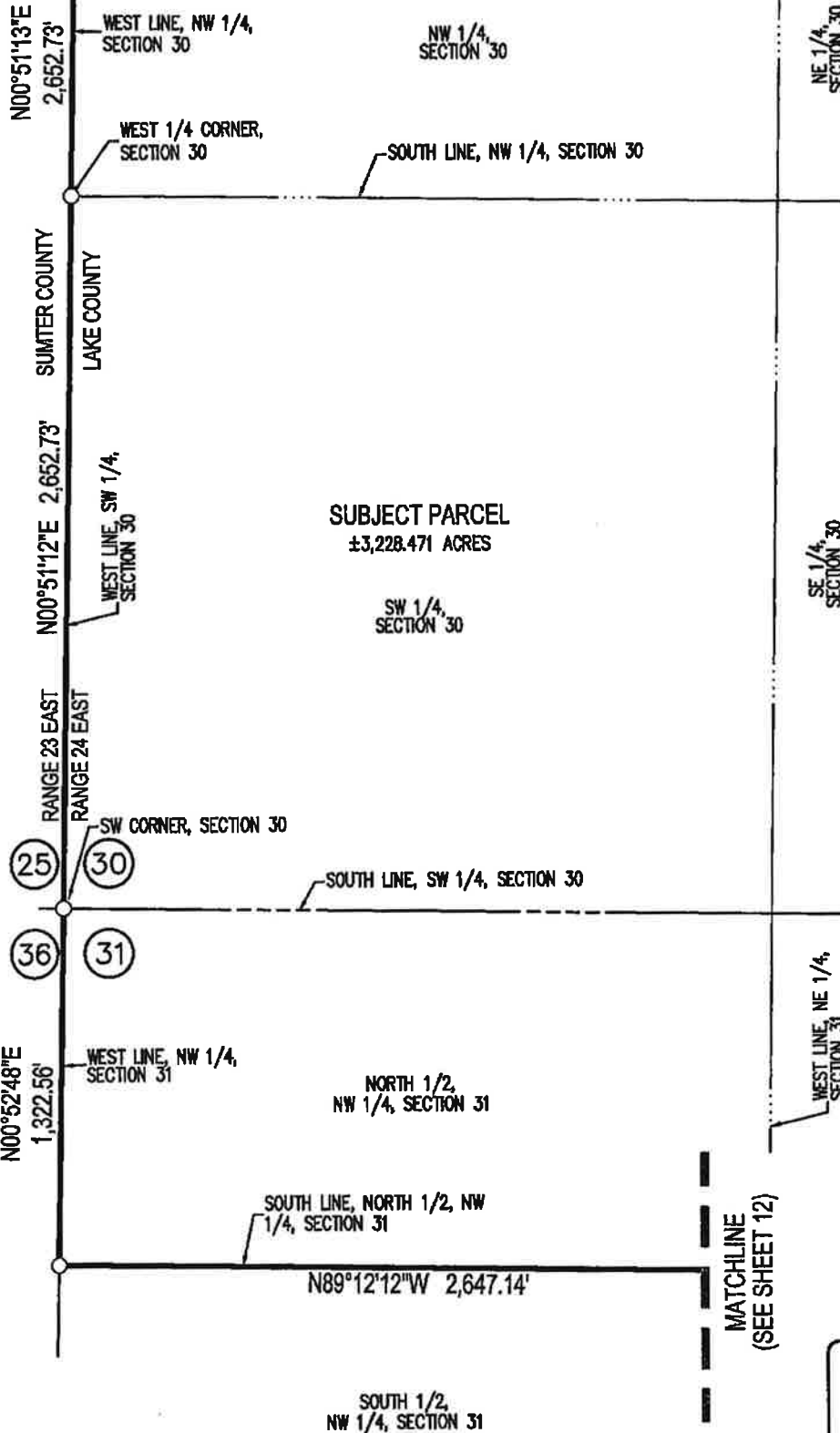


CFB CLYMER
FARNER
BARLEY
SURVEYING
440 NE 25RD ROAD - WILDMOOD, FL 34785
(850) 748-2128 128428

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

MATCHLINE (SEE SHEET 14)

EXHIBIT "A"
SHEET 13 OF 14



LEGEND:

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PROJECT# S01122.9548
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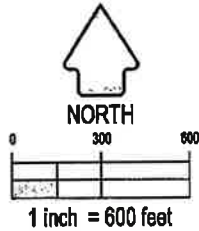
CFB | GUYMER
FARMER
BARLEY
SURVEYING

4402 NE 83RD ROAD, WILMINGTON, FL 34205
(904) 744-1128 L102488

DRAWING TITLE: S. SHERAT REDEVELOPMENT LAKESIDE PARKWAY, UNIT 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 14 OF 14



MATCHLINE (SEE SHEET 06)

N00°46'51"E
2,649.40'

WEST LINE, NW 1/4,
SECTION 19

NW 1/4,
SECTION 19

SOUTH LINE, NW
1/4, SECTION 19

WEST 1/4 CORNER,
SECTION 19

SUMTER COUNTY
LAKE COUNTY

N00°45'33"E
2,649.79'

WEST LINE, SW 1/4,
SECTION 19

SW 1/4,
SECTION 19

SUBJECT PARCEL
±3,228.471 ACRES

RANGE
23 EAST

RANGE
24 EAST

(24)

(19)

SOUTH LINE, SW
1/4, SECTION 19

SOUTH 1/4 CORNER,
SECTION 19

(25)

(30)

SW CORNER, SECTION 19

N00°51'13"E
2,652.73'

WEST LINE, NW 1/4,
SECTION 30

NW 1/4,
SECTION 30

NE 1/4,
SECTION 19

SE 1/4,
SECTION 19

NE 1/4,
SECTION 30

LEGEND:

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MATCHLINE (SEE SHEET 13)

PROJECT# S01122.9548
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CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 THE BIRD ROAD • WILLOWOOD, FL 32786
(252) 745-9128 • LBS0000



October 31, 2023

CITY OF LEESBURG
AMDT-23-507
NOV 01 2023

RECEIVED

Mr. Dan Miller
Planning and Zoning Manager
City of Leesburg
204 North 5th Street
Leesburg, Florida 34749

Re: Request for Rescission of the Secret Promise DRI Development Order

Dear Mr. Miller:

Please accept this letter as a Request for Rescission of the Secret Promise Development of Regional Impact (DRI) Development Order (DO) submitted on behalf of the The Villages Land Company, LLC, a Florida limited liability company and its affiliates (hereinafter referred to as "VLC") and First Berkshire Business Trust ("Berkshire"). VLC and Berkshire are collectively referred to herein as the "Property Owners".

Project Background

1. VLC and Berkshire are the property owners of the DRI which totals approximately 3,747 acres.
2. The City of Leesburg (City) adopted the DRI DO by Resolution #8578 on December 14, 2009.
3. The DRI is approved for a maximum of 6,800 residential units and 3,600,000 square feet of non-residential development.
4. To date no development has occurred within the DRI.

Criteria for Rescission

1. Pursuant to s.380.115(2), F.S., a developer or landowner may request a rescission and the local government shall rescind the DRI DO upon a showing that all required mitigation related to the amount of development existing on the date of rescission has been completed.
2. The property owner has met the requirement that all mitigation has been addressed since no development has ever occurred.

REQUEST FOR RESCISSION

1. FACTUAL BACKGROUND INCORPORATED. The facts set forth in the Factual Background above are true and correct and are hereby incorporated into this Request by this reference.
2. Secret Promise DRI MITIGATION. The Property Owners have fully mitigated for the amount of development constructed to date under the DRI DO.
3. Property Owners. VLC and Berkshire are the property owners of the Secret Promise DRI and as the landowners have the authority to request rescission of the DRI pursuant to Section 380.115(2), F.S. VLC has filed in conjunction with this DRI rescission request amendments to the City of Leesburg Future Land Use Map to incorporate the property into The Villages of West Lake development as well as a rezoning and 163 agreement.
3. SECRET PROMISE DRI RESCISSION EFFECTIVE DATE. The DRI Rescission effective date is contingent on the future land use map amendment and accompanying rezoning and 163 agreement all going into effect at the same time as the DRI rescission.

4. SECRET PROMISE DRI RESCISSION. Based on the information presented herein, the property owners hereby request the rescission of the Secret Promise DRI DO.

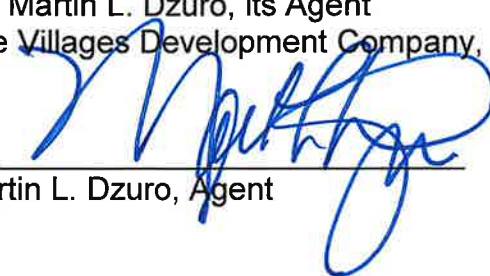
Attached hereto is a proposed form of the Order Approving Rescission of the Secret Promise DRI DO that the City of Leesburg may wish to use once it has confirmed that all required mitigation has been provided for the amount of development that has occurred on the property to date.

Also attached is the consent and designation of Berkshire.

The Villages Land Company, LLC
By: TVL Manager, LLC, its Manager

By: 
Martin L. Dzuro, Manager

First Berkshire Business Trust
By: Martin L. Dzuro, its Agent
The Villages Development Company, LLC

By: 
Martin L. Dzuro, Agent

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: February 12, 2024

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 79.2 +/- acres; and being generally located west of the Florida Turnpike and south of County Road 470, lying in Section 18, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (VOWL 6th SP ANNX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 79.2 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 79.2 +/- acres, generally located west of the Florida Turnpike and south of County Road 470, as shown on the attached General Location Map. The current zoning is Lake County HM (Heavy Industrial); the proposed zoning is City ARD (Age Restricted Development). No negative impacts are anticipated to adjacent properties.

The 79.2 +/- acres which is being annexed is included within a larger area containing 4,192.5 +/- which is also on the City Commission agenda for a Large Scale Comprehensive Plan Amendment to Age Restricted Development and rezoning to ARD (Age Restricted Development), which had recommendations for approval from the staff and Planning Commission at the public hearing held on December 14, 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 79.2 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (VOWL 6TH SP ANNX)

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

Section 1

Based upon the petition of Martin L. Dzuro, The Villages Land Company, LLC. "Petitioner", for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

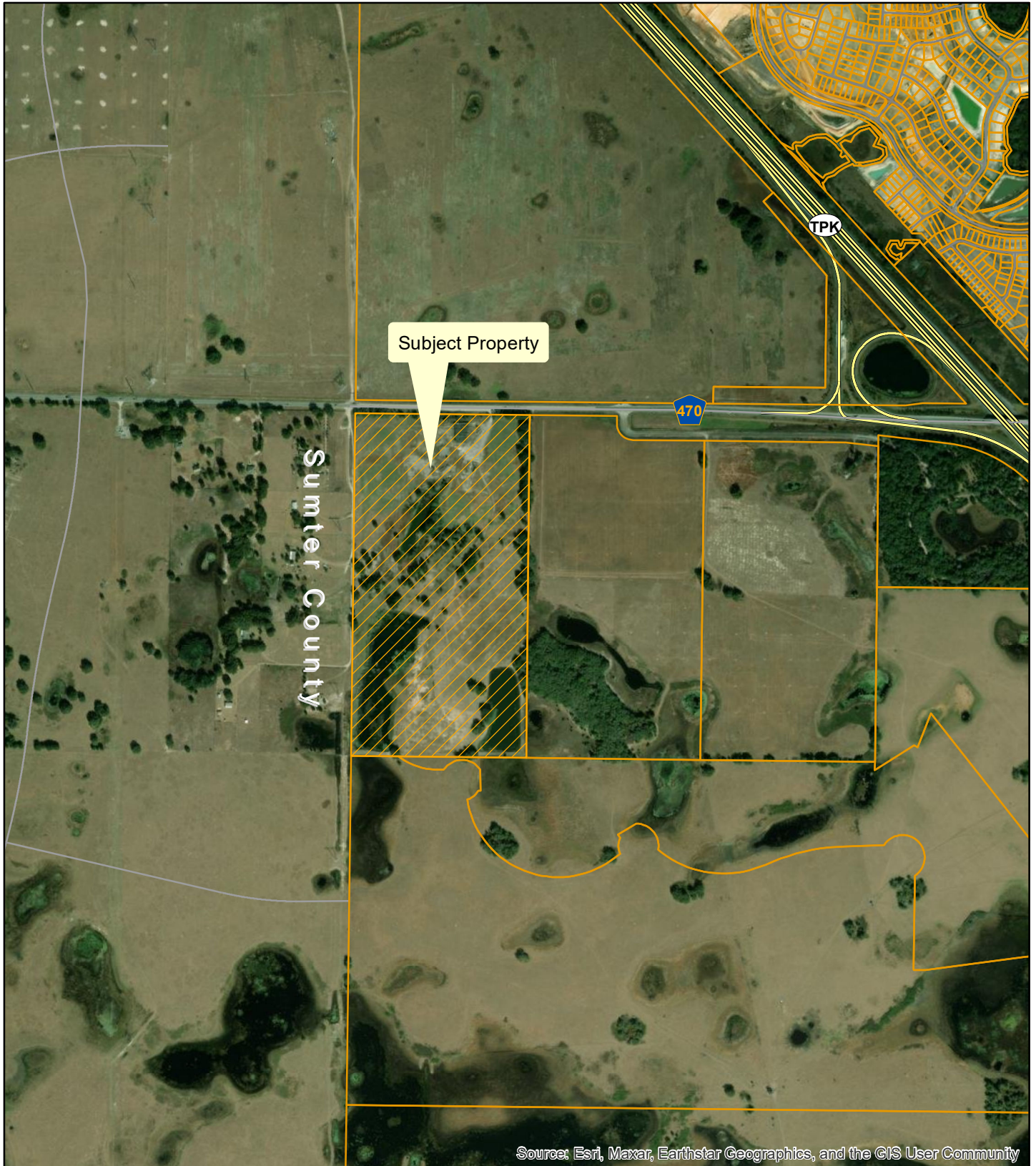
ATTEST:

City Clerk

EXHIBIT A – LEGAL DESCRIPTION

THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS THE NORTH 50 FEET THEREOF.

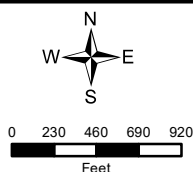
Aerial



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

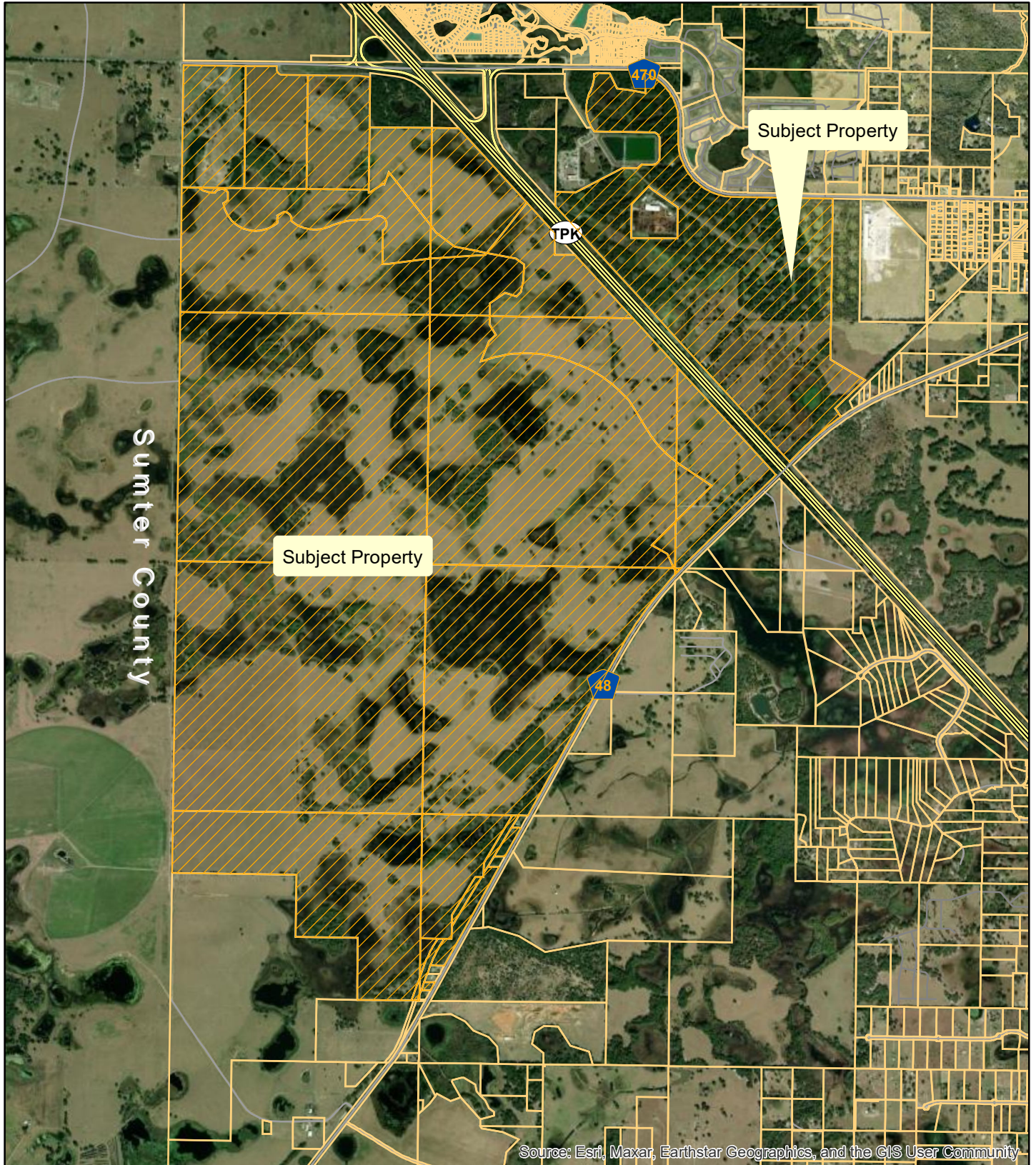


**Planning
& Zoning
Division**

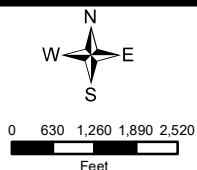


VOWL 6th SP
ANNX-23-508 (LSCP-23-509; RZ-23-510)
AK #1296081
Section 18, Township 20 South, Range 24 East
November 30, 2023

Aerial



**Planning
& Zoning
Division**



VOWL 6th SP (LSCP-23-509; RZ-23-510)

AK #'s 1029759; 1088003; 1296609; 1775043; 1295955; 1088071; 3767501; 1701244; 2610808;
1088101; 3374291; 1296056; 3777575; 3874136; 3874138; 1088020; 1088038; 3874135; 1088046;
1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661; 3874137; 2546077; 2546069;
2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: February 12, 2024

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 4,192.5 +/- acres of property from Leesburg Conservation, SP Mixed Use, Institutional, Industry and Technology Commerce Park, and Lake County Regional Office to Age Restricted Development for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and delete the Secret Promise DRI policies found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6; and to amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues; and to amend Future Land Use Policy 1.1.1 to add Commercial Centers to the list of non-residential centers permitted a 3.0 FAR; and providing an effective date. (VOWL 6th SP LSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed Large Scale Comprehensive Plan Map Amendment, deletion of the Secret Promise DRI site specific policies in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1 with attached Exhibits A, B, C, and D.

Analysis:

The project site is approximately 4,192.5 acres and is generally located east and west of the Florida Turnpike and north of County Road 48. Currently, the property is undeveloped acreage. The proposed use is residential and commercial. This will be a continuation of the existing Villages of West Lake Development. The surrounding Future Land Use Map designations of City Age Restricted Development, Industry and Technology Commerce Park, Institutional, Neighborhood Mixed use, Conservation and Lake County Urban Low and Rural, and Sumter County Agriculture, and Wildwood Age Restricted Development are compatible with the proposed ARD (Age Restricted Development) zoning and with the proposed future land use designation of Age Restricted Development. The proposed zoning designation of City ARD (Age Restricted Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on December 14, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested Large Scale Comprehensive Plan Map Amendment, deletion of the Secret Promise DRI site specific policies in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1 with attached Exhibits A, B, C, and D; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 4,192.5 +/- ACRES OF PROPERTY FROM LEESBURG CONSERVATION, SP MIXED USE, INSTITUTIONAL, INDUSTRY AND TECHNOLOGY COMMERCE PARK, AND LAKE COUNTY REGIONAL OFFICE TO AGE RESTRICTED DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST AND WEST OF THE FLORIDA TURNPIKE AND NORTH OF COUNTY ROAD 48, LYING IN SECTIONS 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND DELETE THE SECRET PROMISE DRI POLICIES FOUND IN FUTURE LAND USE ELEMENT OBJECTIVE 1.14.1 AND POLICIES 1.14.1.1 THROUGH 1.14.1.6; AND TO AMEND FUTURE LAND USE POLICY 1.1.6 TO ADDRESS WETLAND AND HABITAT PROTECTION, LAND USE PLANNING AND OTHER ISSUES; AND TO AMEND FUTURE LAND USE POLICY 1.1.1 TO ADD COMMERCIAL CENTERS TO THE LIST OF NON-RESIDENTIAL CENTERS PERMITTED A 3.0 FAR; AND PROVIDING AN EFFECTIVE DATE. (VOWL 6TH SP LSCP)

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 4,192.5 +/- acres of land generally located east and west of the Florida Turnpike and north of County Road 48, from City Conservation, SP Mixed Use, Institutional, Industry and Technology Commerce Park, and Lake County Regional Office to City Age Restricted Development as shown on the revised map of said area, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County Florida; and delete the Secret Promise DRI policies found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6; and to amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues; and to amend Future Land Use Policy 1.1.1 to add

Commercial Centers to the list of non-residential centers permitted a 3.0 FAR;

Section 2.

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

Section 3.

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

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

TRACT 1:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48,

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THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF $09^{\circ}46'15''$, AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH $45^{\circ}35'30''$ WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH $42^{\circ}27'10''$ WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH $42^{\circ}26'41''$ WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH $0^{\circ}40'32''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH $89^{\circ}16'18''$ EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH $62^{\circ}25'06''$ EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH $89^{\circ}16'33''$ EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH $49^{\circ}47'08''$ EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH $89^{\circ}16'33''$ EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH $45^{\circ}43'27''$ EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $0^{\circ}43'27''$ EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH $44^{\circ}16'33''$ WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $89^{\circ}16'33''$ WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH $30^{\circ}39'59''$ WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH $2^{\circ}23'07''$ WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $56^{\circ}33'45''$, AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH $13^{\circ}28'14''$ EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ}51'03''$, AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH $76^{\circ}06'40''$ EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH $89^{\circ}24'17''$ EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH $25^{\circ}13'16''$ EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH $82^{\circ}34'21''$ EAST, A DISTANCE OF 241.03

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FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 2:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.

AND

ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID TRACT 2 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING.

Legal Description

SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

TRACT 3:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN

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SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50

FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A

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168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45",

AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

TRACT 4:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT

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CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF

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THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT

ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65

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FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID

NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE

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SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF

1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 14, 2023
OWNER: The Villages Land Company, LLC
PETITIONER: Martin L. Dzuro, The Villages Land Company, LLC
PROJECT: VOWL 6th SP
REQUEST: Change the Future Land Use Designation of 4,192.5 +/- acres to Age Restricted Development, delete Secret Promise DRI site specific policies in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1.
CASE NO.: LSCP-23-509

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This proposal is a continuation of the existing Villages of West Lake development.
2. This proposal meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
3. The proposed future land use map and policy amendments are compatible with the current surrounding Future Land Use designations of Leesburg Age Restricted Development, Institutional, Industry and Technology Commerce Park, Institutional, Neighborhood Mixed Use, Conservation, and Lake County Rural and Urban Low Density, as well as with the Goals, Objectives, and Policies of the Comprehensive Plan.
4. The proposal is compatible with the requested zoning and with the current surrounding zoning districts of Leesburg ARD (Age Restricted Development), PUD (Planned Unit Development), P (Public) and Lake County A (Agriculture).
5. Area included within the proposal 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).
6. The proposal does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

Vote to **approve** this Large Scale Comprehensive Plan Map Amendment, deletion of the Secret Promise DRI site specific policies in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1 with attached Exhibits A, B, C, and D and forward the recommendation to the City Commission for consideration.

COMPREHENSIVE PLAN AMENDMENT

APPLICATION FOR THE AMENDMENT TO THE VILLAGES OF WEST LAKE PROJECT

I. SUMMARY/INTRODUCTION

The applicant, The Villages Land Company, LLC (The Villages or the Owner) seeks the approval of amendments to the City of Leesburg Comprehensive Plan. These amendments serve as the Sixth Amendment to The Villages of West Lake (Project), a master planned mixed-use project within the City of Leesburg (City). The Proposed Amendment Application requests the following amendments to the City of Leesburg Comprehensive Plan:

1. Re-designate 2,001 acres on the City's Future Land Use Map from Mixed Use and 1,598.4 acres from Conservation to Age Restricted Development. These lands are currently included in the Secret Promise DRI development order boundary. Concurrent with this comprehensive plan amendment the property owner has filed to rescind the Secret Promise DRI development order. The Secret Promise DRI is located directly south of the Florida Turnpike, east of the Sumter County line and west of CR 48 in the City of Leesburg.
2. Re-designate 498.5 acres on the City's Future Land Use Map from Institutional and 14.6 acres of Industry and Technology Commerce Park to Age Restricted Development. These lands are owned by the City of Leesburg and were previously part of the City's planned technology park. The property is located north of the Florida Turnpike and south of CR 470 also in the City of Leesburg.
3. Re-designate 79.3 acres on the City's Future Land Use Map from Regional Office (Lake County) to Age Restricted Development. The property is located south of the Florida Turnpike and east of the Sumter County line.
4. Delete the Secret Promise DRI site specific policies that were adopted by the City in 2009 to guide its development. These policies are no longer needed due to the requested rescission. The Secret Promise site specific policies are found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6.
5. Amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues. The policy clarifies that the Developer is required to analyze the environmental features on site and must coordinate with the applicable state and federal agencies as part of the permitting process including mitigation options.
6. Amend Future Land Use Policy 1.1.1 to add commercial centers to the list of non-residential centers permitted a 3.0 FAR.

CITY OF LEESBURG
GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

Policy 1.14.7

The City of Leesburg shall adopt site-specific sub-policies for any property designated SP Mixed-Use on the Future Land Use Map. The site-specific sub-policies shall address the following items at a minimum:

- Development program, including the maximum number of residential units and non-residential square footage allowed on the property
- Development phasing plan
- Public facilities analysis and mitigation, including strategies to address the supply of the following, at a minimum:
 - Transportation facilities
 - Stormwater facilities
 - Water and wastewater facilities
 - Water supply
 - Public school facilities

All development designated SP Mixed-Use shall be rezoned to a Planned Unit Development (PUD). The PUD ordinance shall establish the permitted development program and may include a land use conversion matrix that will allow the developer to modify the approved acreages and/or square feet permitted for each land use, within certain defined thresholds. These conversions may be made to accommodate changes in market conditions etc. provided they do not exceed 10% of the approved residential units, non-residential floor area ratio, and acreage of the corresponding land use and as long as there is no net increase in impacts as a result of the land use conversion. (including transportation, potable water, water supply, sewer, stormwater and public school supply). These conversions must also remain within the range of minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1).

Secret Promise DRI

Objective 1.14.1 — ~~The Secret Promise DRI (referred to under Objective 1.14.1 and the supporting policies as “the DRI” or “the project”) is designated as both Mixed Use and Conservation as depicted on the City’s Future Land Use Map and is consistent with the supporting policies identified in this Objective.~~

Policy 1.14.1.1 — ~~The Secret Promise Development of Regional Impact (DRI) Application for Development Approval (ADA) and sufficiency responses serve as supporting data and analysis for the project. The ADA provides a comprehensive analysis of the suitability of the area for the project proposed and its impacts. This DRI~~

CITY OF LEESBURG
GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

analysis can be used by the City of Leesburg to guide the timing, location, type and amount of future development. Thus, the ADA, sufficiency responses and the DRI Development Order provide supporting data and analysis for the Future Land Use Map (FLUM) and text amendments. Additionally, the Secret Promise DRI Development Order by implementing these provisions ensures consistency of the Mixed Use and Conservation land use designations on the FLUM with Objective 1.14.1 and supporting policies and future conditions maps of the City of Leesburg Comprehensive Plan.

Policy 1.14.1.2 — The Secret Promise DRI is a mixed-use development that shall include a functional integration of residential, commercial and office and may include hotel, institutional, light industrial, recreation uses and supporting infrastructure (e.g. roads, water, sewer, etc.). The planning timeframe for the project is anticipated to be 2009 through build-out in 2025 but may be extended within the DRI development order. The project is scheduled to move forward in three phases. The maximum non-residential land use intensity shall not exceed 1.0 Floor Area Ratio (FAR). The maximum residential density shall not exceed 4 dwelling units per gross acre. Consistent with these intensity/density standards, the Secret Promise DRI is limited to the following development entitlements:

Residential	4,000 dwelling units and
(single family and multi-family)	2,800 age-restricted units
Affordable Housing Units	Maximum of 340 density bonus dwelling units (not to exceed 5% of 6,800 total dwelling units)*
Commercial	1,600,000 SF
Office	1,500,000 SF
Industrial	500,000 SF
Hotel	400 rooms
Assisted Living	200 units

*If density bonus units are built off site, they would receive a 5% increase in density, above the established maximum number of units per acre in the applicable Future Land Use category. The units shall be allowed in any Future Land Use category that allows residential uses.

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GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

~~These entitlements do not include public/institutional or civic uses needed to serve the community. These entitlements may be converted through mechanisms described in the DRI development order. Conversions must not create a net increase in public facility impacts (including transportation, potable water, water supply, sewer, stormwater and public school supply) and must remain within the range of the minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1). Additionally, conversions must not exceed 10% of the approved residential units, non-residential entitlements and acreage of the corresponding land use in order to maintain the character of the development.~~

~~The minimum and maximum mixture of uses and distribution of uses (not including support infrastructure, open space and natural areas) as a percent of the project's acreage are as follows (consistent with Future Land Use Element Policy 1.14.1):~~

	Minimum	Maximum
Residential	50%	80%
Commercial	5%	15%
Office	5%	45%
All other uses	0%	40%

~~This policy does not guarantee the approval of development orders which are in accordance with the percent distribution of acreage mix. The approval of development orders shall be consistent with this policy and other policies under Objective 1.14.1 and future conditions maps.~~

Policy 1.14.1.3 ~~The Secret Promise DRI will meet all required local, state, and federal regulations as specified in the DRI development order and zoning requirements.~~

Policy 1.14.1.4 ~~The Secret Promise DRI as analyzed in the ADA is determined to be suitable for the land uses proposed for the site and will remain compatible with the surrounding area through design requirements including standards for buffering and landscaping. The project will also be developed as an intense urban center providing the benefits of a mixed use project that will include pedestrian activity and other modes of transportation such as sidewalks, bike lanes and golf cart paths.~~

CITY OF LEESBURG
GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

~~Policy 1.14.1.5 Amendments to the DRI through the Notice of Proposed Change process pursuant to s. 380.06(19), FS, including the use of density bonus units for affordable housing, shall not require a plan amendment, provided the change does not include the addition of land or a new use and is otherwise consistent with the comprehensive plan. Changes to a DRI Development Order adopted by the City of Leesburg shall be reflected in the Conceptual Master Plan and other zoning support documents as a ministerial function.~~

~~Policy 1.14.1.6 The wetlands, wildlife conservation areas and upland preservation areas identified on the Secret Promise DRI Map H dated September 2009 are designated Conservation on the City's Future Land Use Map. No development is permitted in areas designated Conservation except those land use activities permitted in the Secret Promise DRI Development Order and Wildlife Management Plan such as passive recreation, trails, and boardwalks.~~

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

Table 1: EXISTING FUTURE LAND USE MAP AMOUNTS

Future Land Use Designation	Density/Intensity	Acres	Total Development Allowed
Industry and Technology Park	6 du/acre 2.0 FAR	14.6	84 dwelling units 1,010,000 square feet of non-residential (commercial, office or industrial)
Mixed Use	4 du/acre 2.0 FAR	2,001	6,800 dwelling units 1,600,000 square feet of commercial 1,500,000 square feet of office 500,000 square feet of Industrial 400 Hotel rooms 200 units of Assisted Living
Conservation	N/A	1,598.4	None
Institutional	2.0 FAR	498.5	1,568,160 SF government/institutional
Regional Office (Lake County)	3.0 FAR	79.3	8,800,000 SF office
TOTAL ACREAGE		4,192.5*	

* Farner has 0.1 acres in boundary as ARD. If ARD then no amendment is needed. Farner also has 0.6 acres as Florida Turnpike which is not a FLUM designation.

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

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

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

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

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

Road 48.

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

a) *The Villages is a mixed use development which will develop consistent with the Age Restricted Development (ARD) land use category which includes the mixed use development requirements pursuant to Future Land Use Objective 1.1k. The Project may include the following uses: residential (age restricted and non-age restricted through the conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). The Villages may develop under multiple phases with specialized design standards as established in The Villages of West Lake Area A Chapter 163 Development Agreement and The Villages of West Lake Area B Chapter 163 Development Agreement (also referred to under this policy as “the Chapter 163 Agreements” or “the Agreements”. The Agreements will also include design standards for the Project as required by Future Land Use Element Objective 1.1k. The design standards addressed in the Agreements shall include but not be limited to architectural design standards, building setbacks, landscaping and buffering and roadway design in order to ensure pedestrian and vehicular safety. Additionally, a separate expedited review process may also be included in the Chapter 163 Agreements. The Villages will utilize urban design principles in order to create ~~mixed-use~~ non-residential centers supported by residential development connected with an internal road system and trails to encourage walking, biking and other modes of transportation.*

b) *Prior to development commencing on site, wetlands must be analyzed and the Developer must coordinate with the appropriate state and federal agency regarding the jurisdictional boundaries and any proposed impacts. Wetlands on-site will be protected consistent with Future Land Use Policy 1.1.6 the City's Comprehensive Plan as amended and the State and Federal regulatory permitting requirements and implementing agreements which provides mitigation options for mitigation including but not limited to on-site mitigation, off-site mitigation, purchasing mitigation credits from permitted mitigation banks, and the use of conservation easements and such mechanisms through permitting such as regional mitigation banks. Wetlands on-site may also be utilized for passive recreation, trails, stormwater, boardwalks, and bridge and/or road crossings subject to permitting. The provisions in Conservation Element Objectives 1.2 and 1.3 and supporting policies and Recreation and Open Space Objective 1.2 and supporting policies shall not apply.*

c) *Prior to development commencing on site, the Developer must conduct a wildlife survey of the property and coordinate with the applicable state and federal agencies. Wildlife and their habitat will be protected consistent with*

Future Land Use Policy 1.1.6 and the State and Federal regulatory requirements and implementing agreements with provides options for mitigation including but not limited to on-site mitigation, off-site mitigation and such mechanisms through permitting. Conservation Element Objective 1.5 and supporting policies shall not apply.

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

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

f) The following Project entitlements are planned:

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

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

~~e) The property identified as Conservation/Recreation Area on Map 1-3 is limited to user oriented recreational uses and facilities, outdoor recreational uses and facilities, nature facility/museum, open space and conservation.~~

g) The level of service standards for The Villages of West Lake shall reflect the type of impacts that have actually been generated within The Villages which has demonstrated lower impacts (including water, sewer, traffic and schools) due to the age restricted and self-sustaining mixed-use community development pattern. The level of service standards are as follows:

THE VILLAGES OF WEST LAKE LEVEL OF SERVICE STANDARDS	
Transportation Facilities	LEVEL OF SERVICE
Limited Access Roads	C or as otherwise prescribed by FDOT
Arterials	D
Collectors	D
Potable Water	LEVEL OF SERVICE
Non-Residential	0.2 gallons per day/gross square feet
Residential (Age Restricted)	86 gallons per dwelling unit per day
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Recreation	
The recreation facilities necessary for The Villages of West Lake are to be provided within The Villages which will include recreation facilities within the City of Leesburg, the City of Wildwood and Sumter County. Since The Villages is a highly amenitized community, the facilities will ensure the residents do not degrade the level of service of the City's recreation facilities.	
Public School	
Age restricted units will not impact the Lake County Public School System. Any new non-age restricted units will be coordinated with the Lake County School Board to address school capacity at the time of development.	

Based on the foregoing, no other level of service standards in the City's Comprehensive Plan including requirements contained in Capital Improvements Policy 1.2.1, Recreation Policies 1.1.1, 1.1.5, 1.1.6, and 1.7.2 shall apply.

h) To ensure consistency with the standards in The Villages, the wetland buffers for The Villages of West Lake shall be consistent with the applicable water management districts rules with an average 25 foot buffer (minimum 15 foot buffer) and the buffer standards in Conservation Policy 1.3.7 and Future Land Use Policy 1.5.14 shall not apply. The applicable water management district rules are based on an agreement between The Villages, the St. Johns River Water Management District and the Southwest Florida Water Management District.

i) The Villages of West Lake will develop as a multi-modal community strongly encouraging other modes of transportation including bicycle, pedestrian and golf cart facilities that will link residential to non-residential areas through-out The Villages. To ensure this consistency of development, The Villages of West Lake

will follow the design standards that will be established in the Chapter 163 Agreements with the City which will be adopted concurrent with this Policy, and will not be required to meet the design standards and transportation level of service standards of the City of Leesburg within the Transportation Element. Additionally, the Concurrency reservation and the process under which it is achieved will be specifically approved and included in the Agreements and the Project will be exempt from the Transportation Element and Capital Improvements Element Objective 1.5 and supporting policies and any land development regulations to the contrary.

j) The Chapter 163 Agreements will include development and design standards for the implementation of the recreational vehicle development land use. This use may include recreational vehicles, short-term rentals, long-term rentals and sales.

k) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses. Any communication towers and antennas must be setback at least half the height of the structure from any exterior property line.

l) Mining is a permitted use within the Area B portion of the Project. Any mining activities in Area B must meet the requirements of The Villages of West Lake Area B Chapter 163 Agreement with the City.

m) The Villages Land Company (VLC) is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in the Agreements. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

n) The Project may include Community Support Districts as permitted in FLUE Objective 1.1k. Any dwelling units within the Community Support District will be created from other uses pursuant to the land use conversion table.

IV. PROPOSED FUTURE LAND USE MAP AMENDMENTS

The Villages is proposing to amend approximately 4,192.5 acres on the City's Future Land Use Map as follows:

TABLE 2: TOTAL ACREAGE BY FUTURE LAND USE CATEGORY

VII. TEXT AMENDMENT TO FUTURE LAND USE POLICY 1.1.1

The applicant is proposing an amendment to Future Land Use Policy 1.1.1 to add commercial centers to the list of non-residential centers that are able to apply a 3.0 FAR. This amendment does not result in any additional development entitlements. The Villages of West Lake is the only project in the City of Leesburg designated ARD. The Villages of West Lake has maximum development entitlements established in Future Land Use Policy 1.1.6. This amendment is needed to clarify that all non-residential centers within the Villages of West Lake are able to build to the level of intensity needed to provide the daily needs of residents. The policy currently uses the terms town center and medical campus. The Villages is requesting the term “commercial centers” be added to that list.

The proposed language is included below:

Policy 1.1.1 Future Land Use Map. The adopted Future Land Use Map shall contain and identify appropriate locations for the following land use categories, as defined in the data and analysis of this element.

Land Use Categories	Maximum Density/Intensity
Age-Restricted Development	Single Family Detached: 9 units/gross acre Single Family Attached and Multi-Family: 30 units/gross acre The Following standards are gross/aggregate standards: 80% ISR, Max FAR (0.5 except for Town Centers, <u>Commercial Centers</u> and Medical Campus which have a 3.0 FAR)

COMPREHENSIVE PLAN AMENDMENT

APPLICATION FOR THE AMENDMENT TO THE VILLAGES OF WEST LAKE PROJECT

I. SUMMARY/INTRODUCTION

The applicant, The Villages Land Company, LLC (The Villages or the Owner) seeks the approval of amendments to the City of Leesburg Comprehensive Plan. These amendments serve as the Sixth Amendment to The Villages of West Lake (Project), a master planned mixed-use project within the City of Leesburg (City). The Proposed Amendment Application requests the following amendments to the City of Leesburg Comprehensive Plan:

1. Re-designate 2,001 acres on the City's Future Land Use Map from Mixed Use and 1,598.4 acres from Conservation to Age Restricted Development. These lands are currently included in the Secret Promise DRI development order boundary. Concurrent with this comprehensive plan amendment the property owner has filed to rescind the Secret Promise DRI development order. The Secret Promise DRI is located directly south of the Florida Turnpike, east of the Sumter County line and west of CR 48 in the City of Leesburg.
2. Re-designate 498.5 acres on the City's Future Land Use Map from Institutional and 14.6 acres of Industry and Technology Commerce Park to Age Restricted Development. These lands are owned by the City of Leesburg and were previously part of the City's planned technology park. The property is located north of the Florida Turnpike and south of CR 470 also in the City of Leesburg.
3. Re-designate 79.3 acres on the City's Future Land Use Map from Regional Office (Lake County) to Age Restricted Development. The property is located south of the Florida Turnpike and east of the Sumter County line.
4. Delete the Secret Promise DRI site specific policies that were adopted by the City in 2009 to guide its development. These policies are no longer needed due to the requested rescission. The Secret Promise site specific policies are found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6.
5. Amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues. The policy clarifies that the Developer is required to analyze the environmental features on site and must coordinate with the applicable state and federal agencies as part of the permitting process including mitigation options.
6. Amend Future Land Use Policy 1.1.1 to add commercial centers to the list of non-residential centers permitted a 3.0 FAR.

CITY OF LEESBURG
GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

Policy 1.14.7

The City of Leesburg shall adopt site-specific sub-policies for any property designated SP Mixed-Use on the Future Land Use Map. The site-specific sub-policies shall address the following items at a minimum:

- Development program, including the maximum number of residential units and non-residential square footage allowed on the property
- Development phasing plan
- Public facilities analysis and mitigation, including strategies to address the supply of the following, at a minimum:
 - Transportation facilities
 - Stormwater facilities
 - Water and wastewater facilities
 - Water supply
 - Public school facilities

All development designated SP Mixed-Use shall be rezoned to a Planned Unit Development (PUD). The PUD ordinance shall establish the permitted development program and may include a land use conversion matrix that will allow the developer to modify the approved acreages and/or square feet permitted for each land use, within certain defined thresholds. These conversions may be made to accommodate changes in market conditions etc. provided they do not exceed 10% of the approved residential units, non-residential floor area ratio, and acreage of the corresponding land use and as long as there is no net increase in impacts as a result of the land use conversion. (including transportation, potable water, water supply, sewer, stormwater and public school supply). These conversions must also remain within the range of minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1).

-

Secret Promise DRI

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Objective 1.14.1 — ~~The Secret Promise DRI (referred to under Objective 1.14.1 and the supporting policies as “the DRI” or “the project”) is designated as both Mixed Use and Conservation as depicted on the City’s Future Land Use Map and is consistent with the supporting policies identified in this Objective.~~

-

Policy 1.14.1.1 ~~The Secret Promise Development of Regional Impact (DRI) Application for Development Approval (ADA) and sufficiency responses serve as supporting data and analysis for the project. The ADA provides a comprehensive analysis of the suitability of the area for the project proposed and its impacts. This DRI~~

CITY OF LEESBURG
GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

analysis can be used by the City of Leesburg to guide the timing, location, type and amount of future development. Thus, the ADA, sufficiency responses and the DRI Development Order provide supporting data and analysis for the Future Land Use Map (FLUM) and text amendments. Additionally, the Secret Promise DRI Development Order by implementing these provisions ensures consistency of the Mixed Use and Conservation land use designations on the FLUM with Objective 1.14.1 and supporting policies and future conditions maps of the City of Leesburg Comprehensive Plan.

Policy 1.14.1.2 — The Secret Promise DRI is a mixed-use development that shall include a functional integration of residential, commercial and office and may include hotel, institutional, light industrial, recreation uses and supporting infrastructure (e.g. roads, water, sewer, etc.). The planning timeframe for the project is anticipated to be 2009 through build-out in 2025 but may be extended within the DRI development order. The project is scheduled to move forward in three phases. The maximum non-residential land use intensity shall not exceed 1.0 Floor Area Ratio (FAR). The maximum residential density shall not exceed 4 dwelling units per gross acre. Consistent with these intensity/density standards, the Secret Promise DRI is limited to the following development entitlements:

Residential	4,000 dwelling units and
(single family and multi-family)	2,800 age-restricted units
Affordable Housing Units	Maximum of 340 density bonus dwelling units (not to exceed 5% of 6,800 total dwelling units)*
Commercial	1,600,000 SF
Office	1,500,000 SF
Industrial	500,000 SF
Hotel	400 rooms
Assisted Living	200 units

*If density bonus units are built off-site, they would receive a 5% increase in density, above the established maximum number of units per acre in the applicable Future Land Use category. The units shall be allowed in any Future Land Use category that allows residential uses.

CITY OF LEESBURG
GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

~~These entitlements do not include public/institutional or civic uses needed to serve the community. These entitlements may be converted through mechanisms described in the DRI development order. Conversions must not create a net increase in public facility impacts (including transportation, potable water, water supply, sewer, stormwater and public school supply) and must remain within the range of the minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1). Additionally, conversions must not exceed 10% of the approved residential units, non-residential entitlements and acreage of the corresponding land use in order to maintain the character of the development.~~

~~The minimum and maximum mixture of uses and distribution of uses (not including support infrastructure, open space and natural areas) as a percent of the project's acreage are as follows (consistent with Future Land Use Element Policy 1.14.1):~~

	Minimum	Maximum
Residential	50%	80%
Commercial	5%	45%
Office	5%	45%
All other uses	0%	40%

~~This policy does not guarantee the approval of development orders which are in accordance with the percent distribution of acreage mix. The approval of development orders shall be consistent with this policy and other policies under Objective 1.14.1 and future conditions maps.~~

~~**Policy 1.14.1.3** — The Secret Promise DRI will meet all required local, state, and federal regulations as specified in the DRI development order and zoning requirements.~~

~~**Policy 1.14.1.4** — The Secret Promise DRI as analyzed in the ADA is determined to be suitable for the land uses proposed for the site and will remain compatible with the surrounding area through design requirements including standards for buffering and landscaping. The project will also be developed as an intense urban center providing the benefits of a mixed use project that will include pedestrian activity and other modes of transportation such as sidewalks, bike lanes and golf cart paths.~~

CITY OF LEESBURG
GROWTH MANAGEMENT PLAN

FUTURE LAND USE ELEMENT

~~Policy 1.14.1.5~~ Amendments to the DRI through the Notice of Proposed Change process pursuant to s. 380.06(19), FS, including the use of density bonus units for affordable housing, shall not require a plan amendment, provided the change does not include the addition of land or a new use and is otherwise consistent with the comprehensive plan. Changes to a DRI Development Order adopted by the City of Leesburg shall be reflected in the Conceptual Master Plan and other zoning support documents as a ministerial function.

~~Policy 1.14.1.6~~ The wetlands, wildlife conservation areas and upland preservation areas identified on the Secret Promise DRI Map H dated September 2009 are designated Conservation on the City's Future Land Use Map. No development is permitted in areas designated Conservation except those land use activities permitted in the Secret Promise DRI Development Order and Wildlife Management Plan such as passive recreation, trails, and boardwalks.

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

Table 1: EXISTING FUTURE LAND USE MAP AMOUNTS

Future Land Use Designation	Density/Intensity	Acres	Total Development Allowed
Industry and Technology Park	6 du/acre 2.0 FAR	14.6	84 dwelling units 1,010,000 square feet of non-residential (commercial, office or industrial)
Mixed Use	4 du/acre 2.0 FAR	2,001	6,800 dwelling units 1,600,000 square feet of commercial 1,500,000 square feet of office 500,000 square feet of Industrial 400 Hotel rooms 200 units of Assisted Living
Conservation	N/A	1,598.4	None
Institutional	2.0 FAR	498.5	1,568,160 SF government/institutional
Regional Office (Lake County)	3.0 FAR	79.3	8,800,000 SF office
TOTAL ACREAGE		4,192.5*	

* Farner has 0.1 acres in boundary as ARD. If ARD then no amendment is needed. Farner also has 0.6 acres as Florida Turnpike which is not a FLUM designation.

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

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

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

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

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

Road 48.

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

a) *The Villages is a mixed use development which will develop consistent with the Age Restricted Development (ARD) land use category which includes the mixed use development requirements pursuant to Future Land Use Objective 1.1k. The Project may include the following uses: residential (age restricted and non-age restricted through the conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). The Villages may develop under multiple phases with specialized design standards as established in The Villages of West Lake Area A Chapter 163 Development Agreement and The Villages of West Lake Area B Chapter 163 Development Agreement (also referred to under this policy as “the Chapter 163 Agreements” or “the Agreements”. The Agreements will also include design standards for the Project as required by Future Land Use Element Objective 1.1k. The design standards addressed in the Agreements shall include but not be limited to architectural design standards, building setbacks, landscaping and buffering and roadway design in order to ensure pedestrian and vehicular safety. Additionally, a separate expedited review process may also be included in the Chapter 163 Agreements. The Villages will utilize urban design principles in order to create ~~mixed use non-residential centers supported by residential development~~ connected with an internal road system and trails to encourage walking, biking and other modes of transportation.*

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THE VILLAGES OF WEST LAKE LEVEL OF SERVICE STANDARDS	
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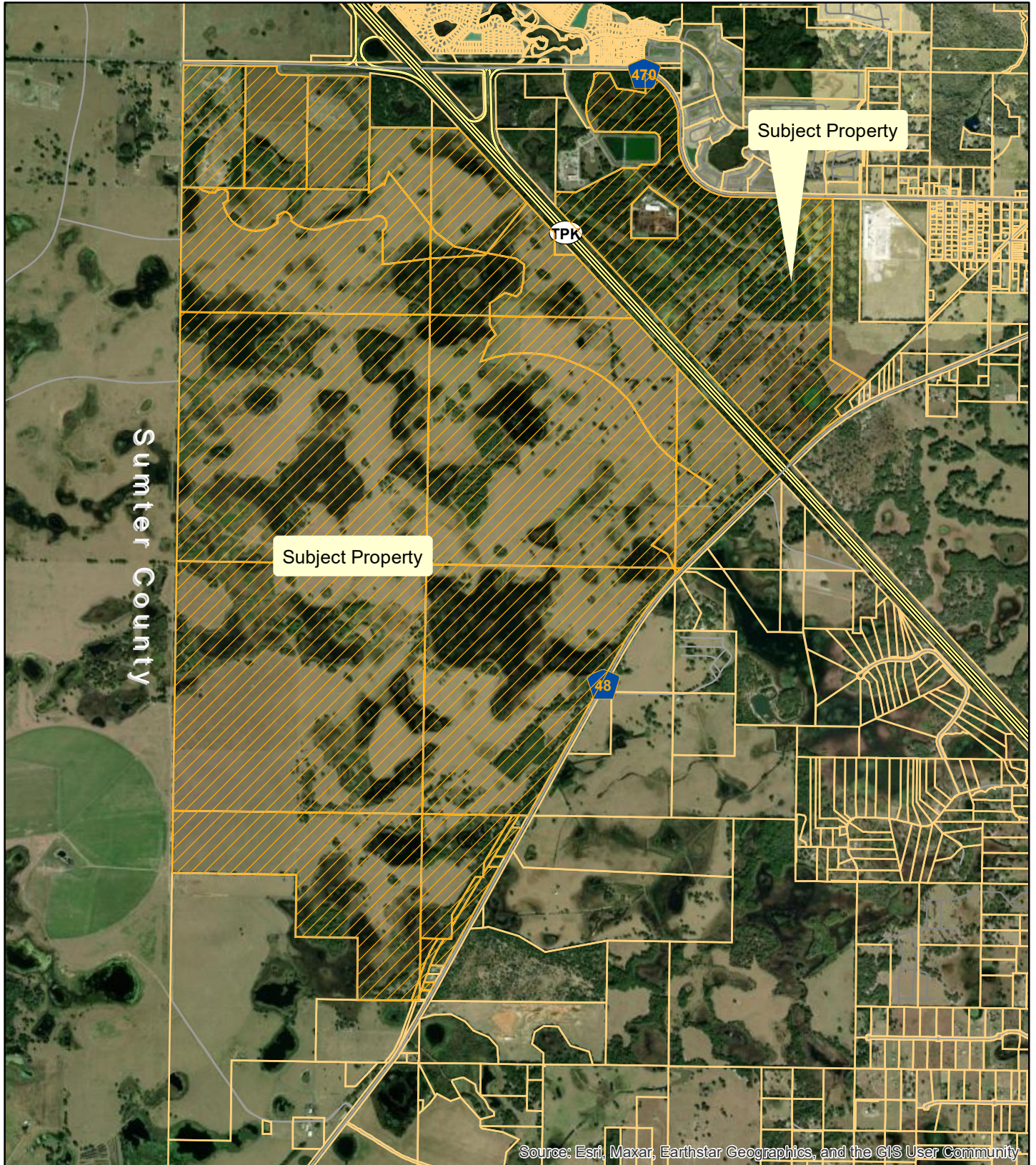
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The proposed language is included below:

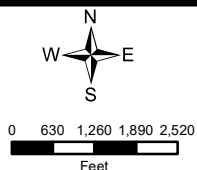
Policy 1.1.1 Future Land Use Map. The adopted Future Land Use Map shall contain and identify appropriate locations for the following land use categories, as defined in the data and analysis of this element.

Land Use Categories	Maximum Density/Intensity
Age-Restricted Development	Single Family Detached: 9 units/gross acre Single Family Attached and Multi-Family: 30 units/gross acre The Following standards are gross/aggregate standards: 80% ISR, Max FAR (0.5 except for Town Centers, <u>Commercial Centers</u> and Medical Campus which have a 3.0 FAR)

Aerial



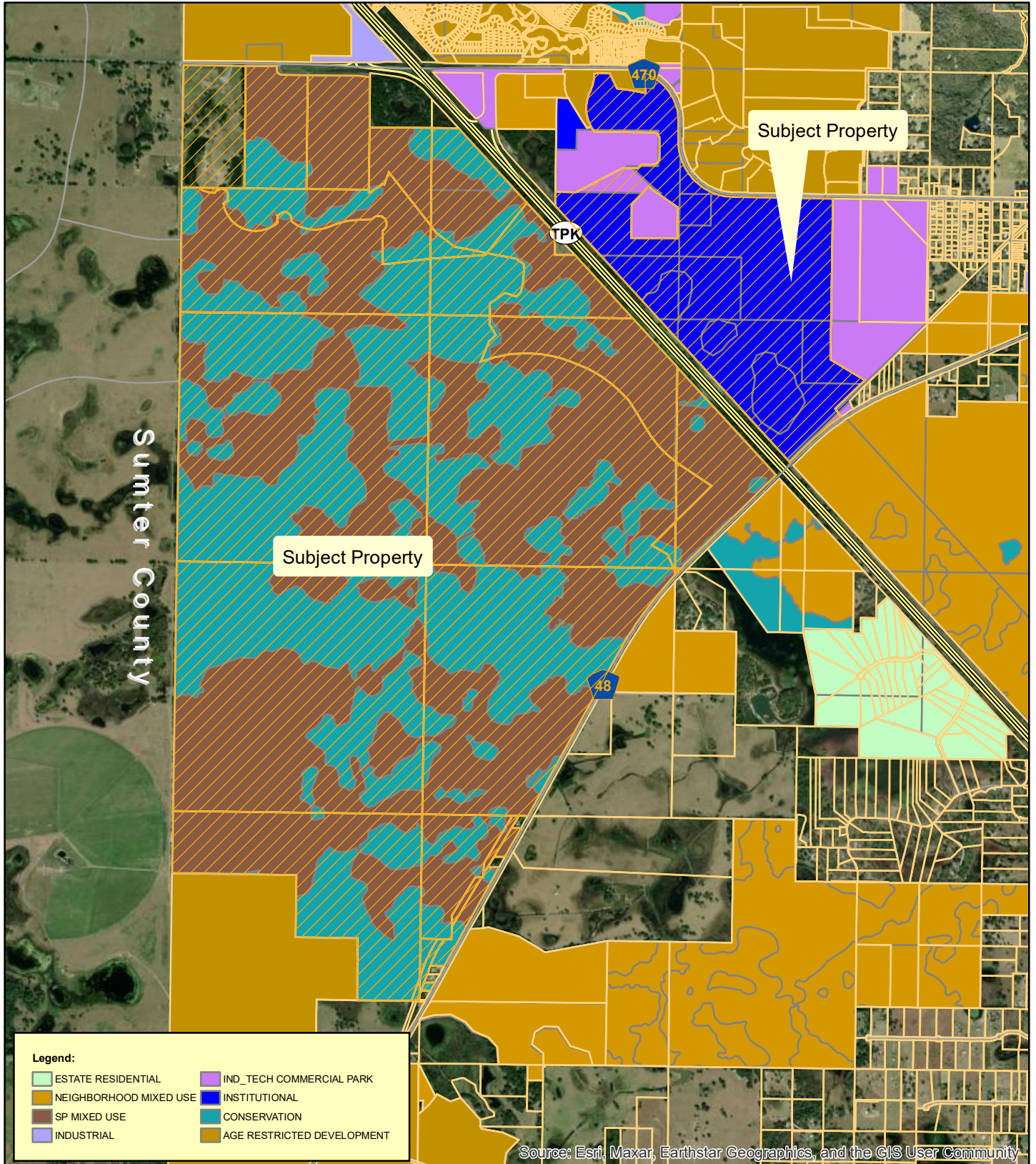
**Planning
& Zoning
Division**



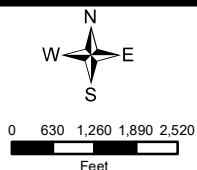
VOWL 6th SP (LSCP-23-509; RZ-23-510)

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1088101; 3374291; 1296056; 3777575; 3874136; 3874138; 1088020; 1088038; 3874135; 1088046;
1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661; 3874137; 2546077; 2546069;
2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Future Land Use

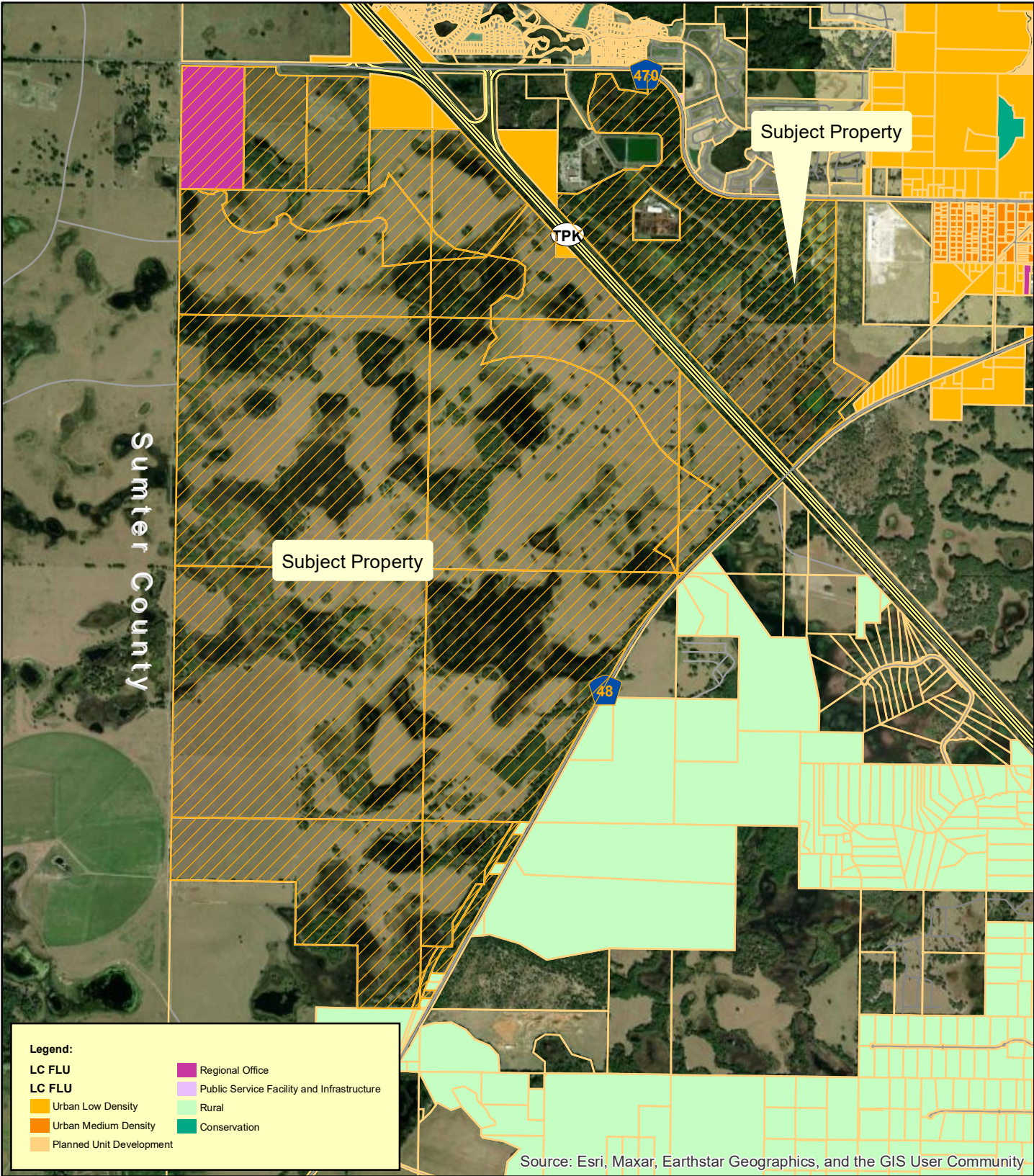


**Planning
& Zoning
Division**

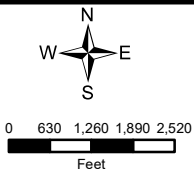


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 2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
 Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
 November 21, 2023

Lake County Future Land Use

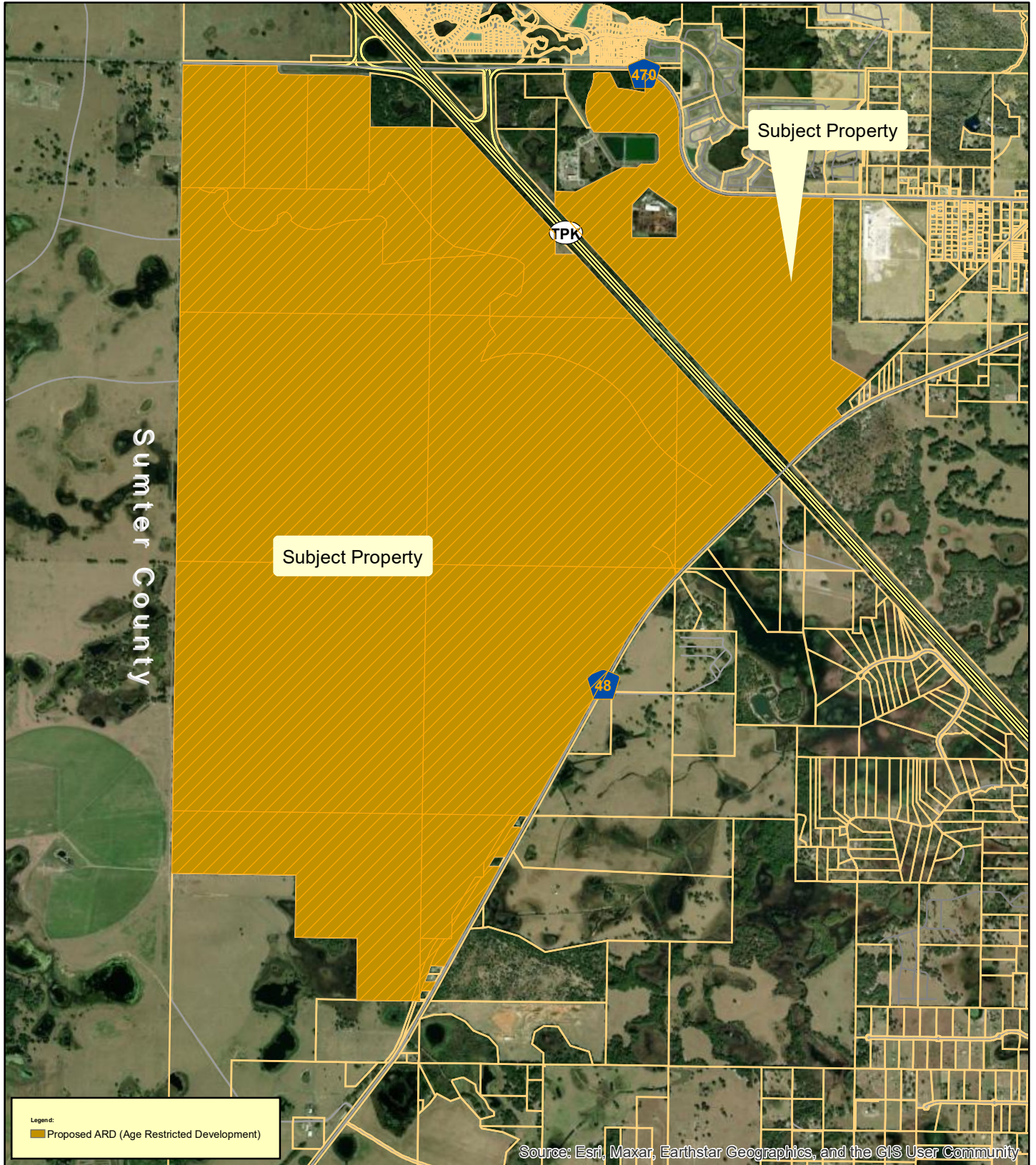


**Planning
& Zoning
Division**

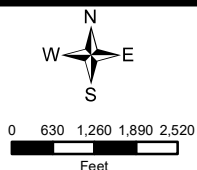


VOWL 6th SP (LSCP-23-509; RZ-23-510)
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 2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
 Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
 November 21, 2023

Proposed Future Land Use



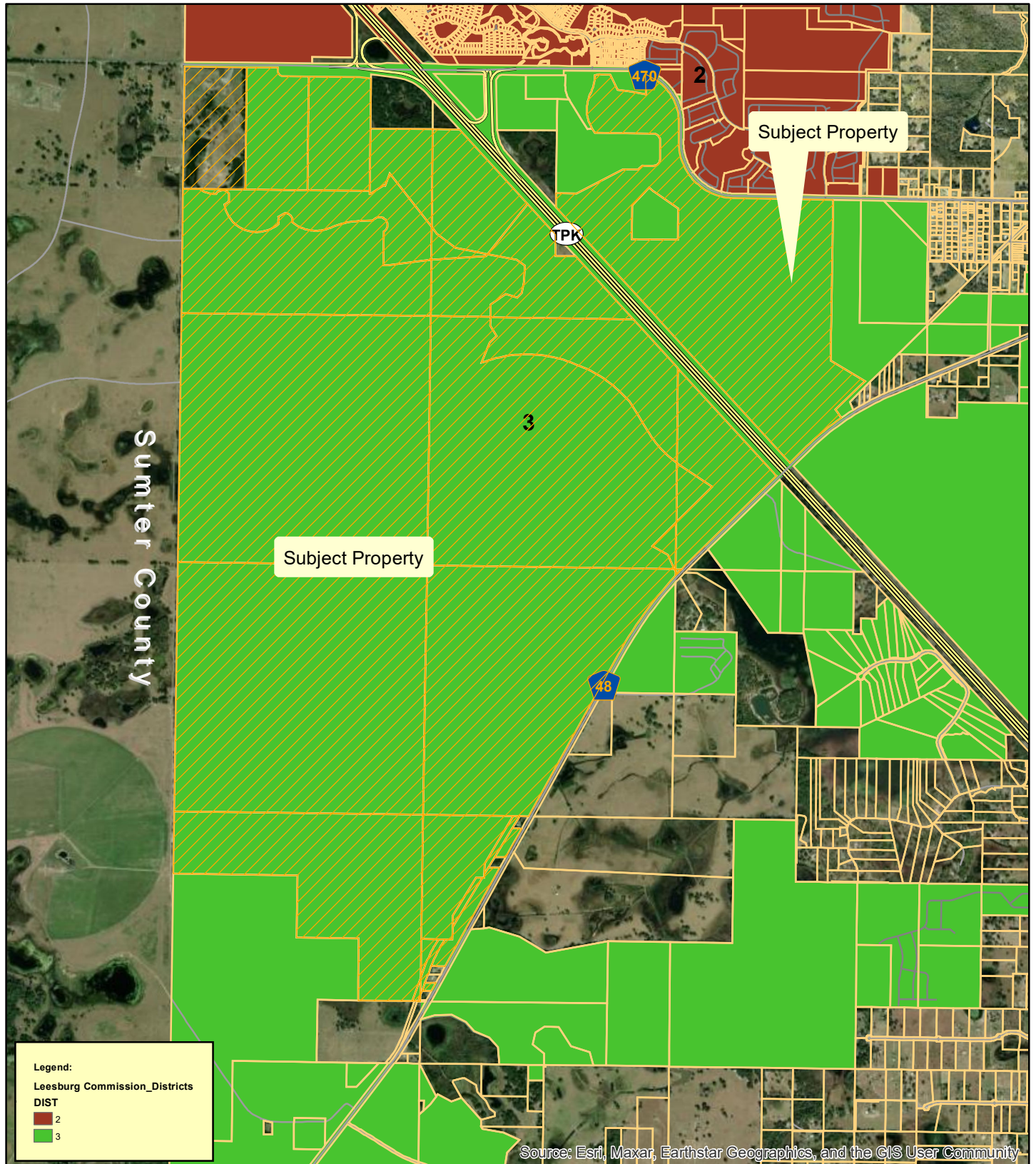
**Planning
& Zoning
Division**



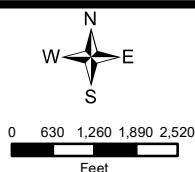
VOWL 6th SP (LSCP-23-509; RZ-23-510)

AK #'s 1029759; 1088003; 1296609; 1775043; 1295955; 1088071; 3767501; 1701244; 2610808;
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 2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
 Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
 November 21, 2023

Commission District



**Planning
& Zoning
Division**



VOWL 6th SP (LSCP-23-509; RZ-23-510)

AK #'s 1029759; 1088003; 1296609; 1775043; 1295955; 1088071; 3767501; 1701244; 2610808; 1088101; 3374291; 1296056; 3777575; 3874136; 3874138; 1088020; 1088038; 3874135; 1088046; 1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661; 3874137; 2546077; 2546069; 2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119

Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East

November 21, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: February 12, 2024

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 4,192.5 +/- acres from City C-3 (Highway Commercial), M-1 (Industrial), R-1-A (Single Family Residential), PUD (Planned Unit Development), and Lake County HM (Highway Industrial) to City ARD (Age Restricted Development) for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 6th SP RZ)

Staff Recommendation:

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

Analysis:

The project site is approximately 4,192.5 +/- acres, and is generally located east and west of the Florida Turnpike and north of County Road 48 as shown on the attached maps. The proposed request is compatible with adjacent property zoned City ARD (Age Restricted Development) and PUD (Planned Unit Development), Lake County A (Agriculture), Sumter County Agriculture and Residential, and Wildwood ARD (Age Restricted Development). Additionally, the proposed request is compatible with the proposed future land use designation of Age Restricted Development, and with adjacent properties under the future land use designations of City Age Restricted Development, Industry and Technology Commerce Park, Institutional, Neighborhood Mixed use, Conservation and Lake County Urban Low and Rural, and Sumter County Agriculture, and Wildwood Age Restricted Development.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 4,192.5 +/- ACRES FROM CITY C-3 (HIGHWAY COMMERCIAL), M-1 (INDUSTRIAL), R-1-A (SINGLE FAMILY RESIDENTIAL), PUD (PLANNED UNIT DEVELOPMENT), AND LAKE COUNTY HM (HIGHWAY INDUSTRIAL) TO CITY ARD (AGE RESTRICTED DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST AND WEST OF THE FLORIDA TURNPIKE AND NORTH OF COUNTY ROAD 48, LYING IN SECTIONS 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 6TH SP RZ)

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

Section 1.

Based upon the petition of Martin Dzuro, The Villages Land Company, LLC, "Petitioner", of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City C-3 (Highway Commercial), M-1 (Industrial), R-1-A (Single Family Residential), and PUD (Planned Unit Development) and Lake County HM (Highway Industrial) to City Age Restricted Development (ARD), 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 _____, 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A – Legal Description

TRACT 1:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48,

Exhibit A – Legal Description

THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03

Exhibit A – Legal Description

FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 2:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.

AND

ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID TRACT 2 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING.

Exhibit A – Legal Description

SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

TRACT 3:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN

Exhibit A – Legal Description

SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50

FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A

Exhibit A – Legal Description

168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45",

AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

TRACT 4:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT

Exhibit A – Legal Description

CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF

Exhibit A – Legal Description

THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT

ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65

Exhibit A – Legal Description

FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID

NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE

Exhibit A – Legal Description

SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF

1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 14, 2023
OWNER: The Villages Land Company, LLC
PETITIONER: Martin L. Dzuro, The Villages Land Company, LLC
PROJECT: VOWL 6th SP
REQUEST: Rezone 4,192.5 +/- acres to ARD (Age Restricted Development)
CASE NO.: RZ-23-510

THE PLANNING & ZONING DIVISION RECOMMENDS:

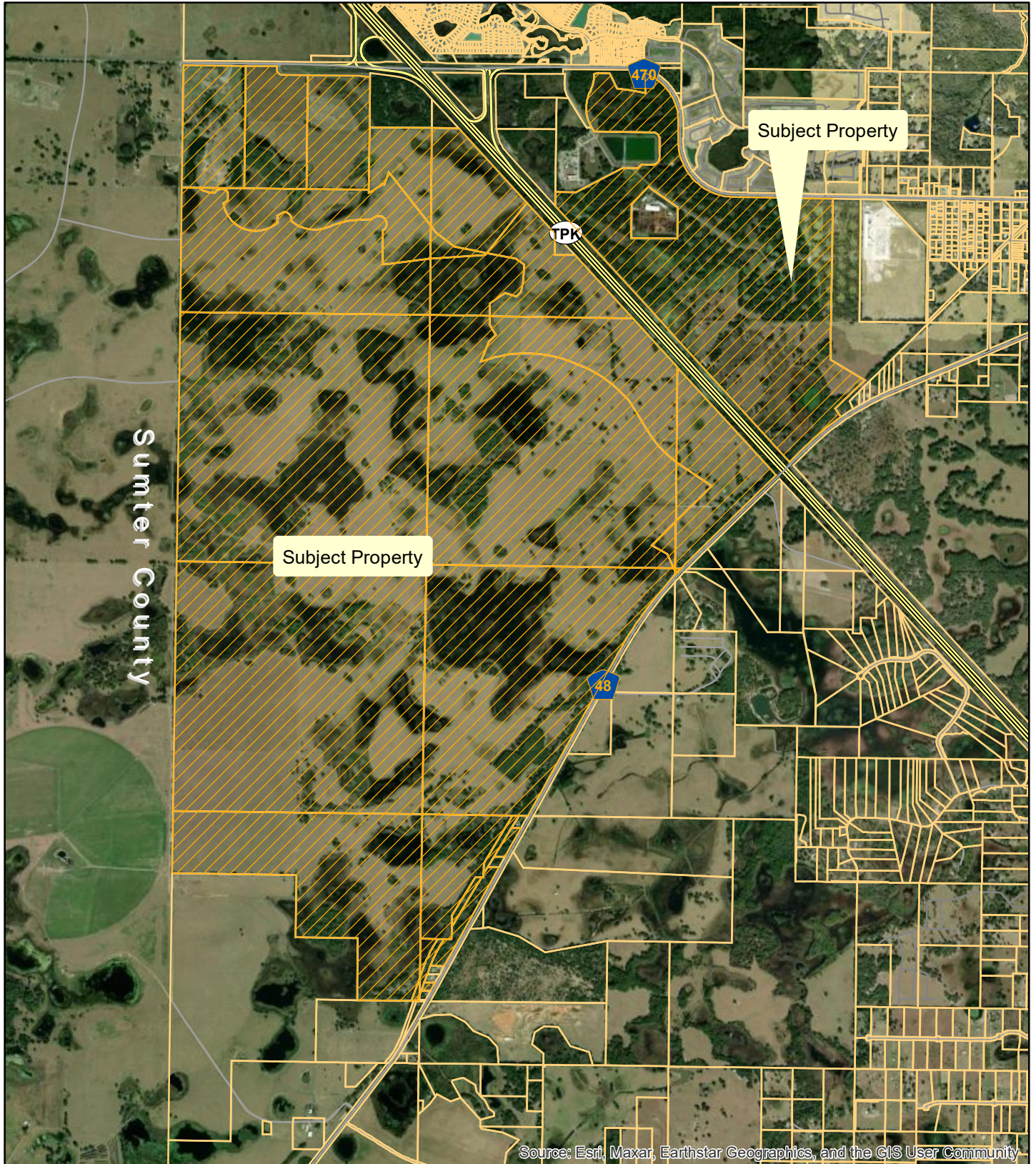
APPROVAL of this request for the following reason(s):

1. This proposal is a continuation of The Villages of West Lake development.
2. The proposed zoning is compatible with the proposed Future Land Use designation of Age Restricted Development.
3. The proposal is compatible with the surrounding existing future land use designations and zoning districts.
4. The proposal does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

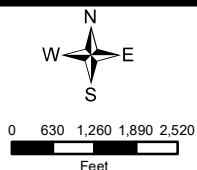
Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property to ARD (Age Restricted Development) and forward to the City Commission for consideration.

Aerial

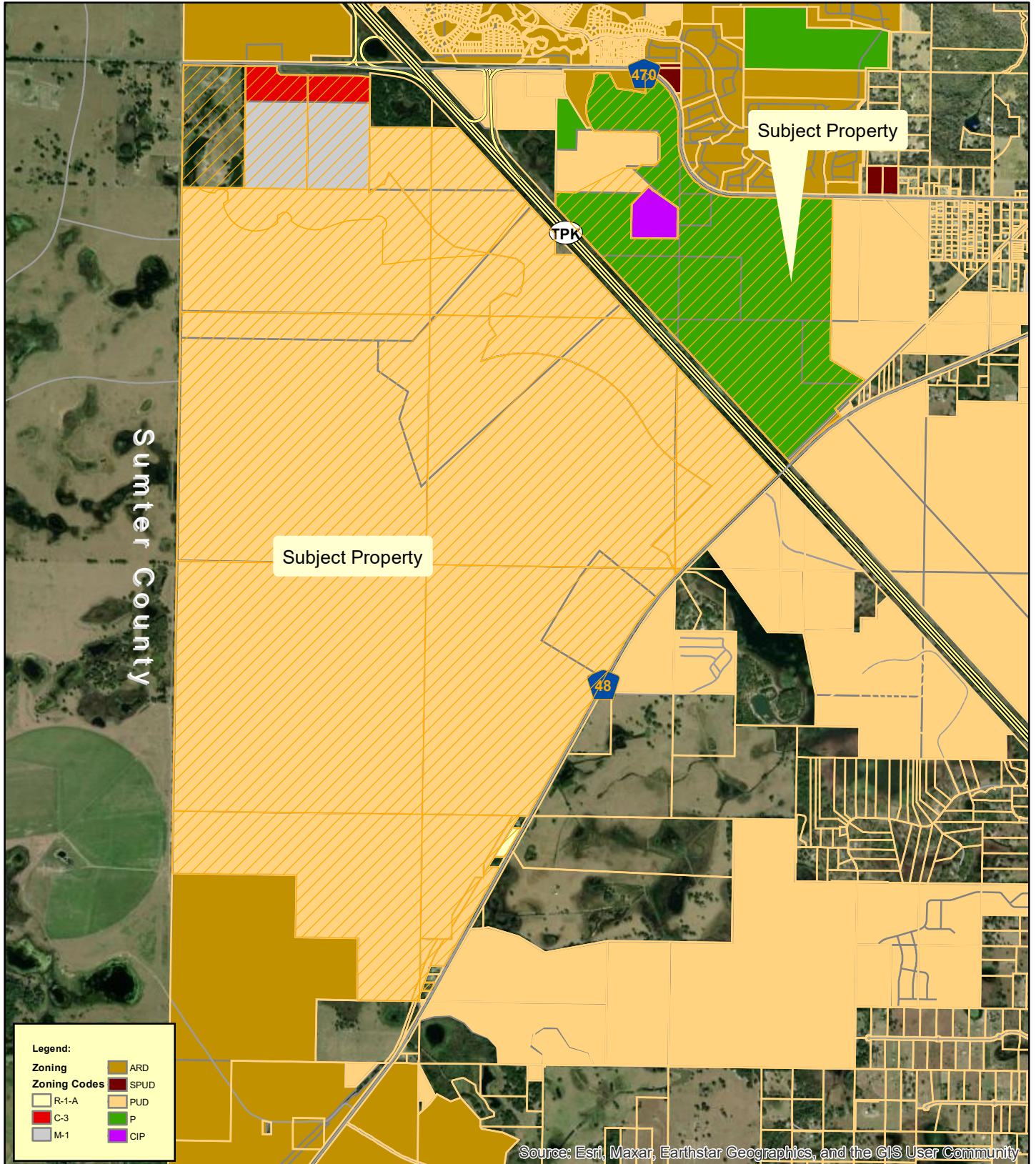


**Planning
& Zoning
Division**

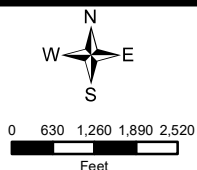


VOWL 6th SP (LSCP-23-509; RZ-23-510)
 AK #'s 1029759; 1088003; 1296609; 1775043; 1295955; 1088071; 3767501; 1701244; 2610808;
 1088101; 3374291; 1296056; 3777575; 3874136; 3874138; 1088020; 1088038; 3874135; 1088046;
 1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661; 3874137; 2546077; 2546069;
 2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
 Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
 November 21, 2023

Zoning



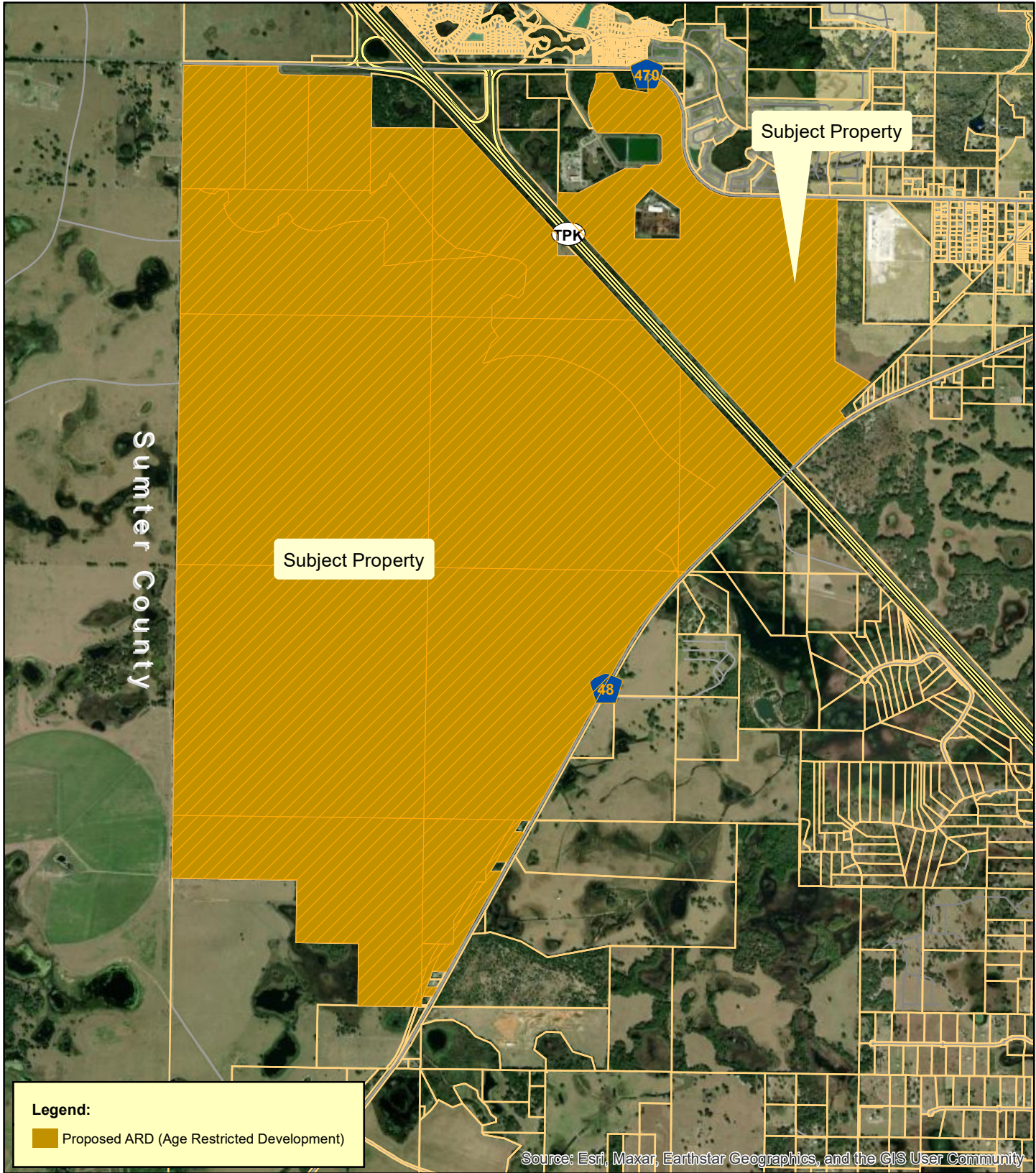
**Planning
& Zoning
Division**



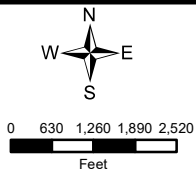
VOWL 6th SP (LSCP-23-509; RZ-23-510)

AK #'s 1029759; 1088003; 1296609; 1775043; 1295955; 1088071; 3767501; 1701244; 2610808;
1088101; 3374291; 1296056; 3777575; 3874136; 3874138; 1088020; 1088038; 3874135; 1088046;
1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661; 3874137; 2546077; 2546069;
2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Proposed Zoning

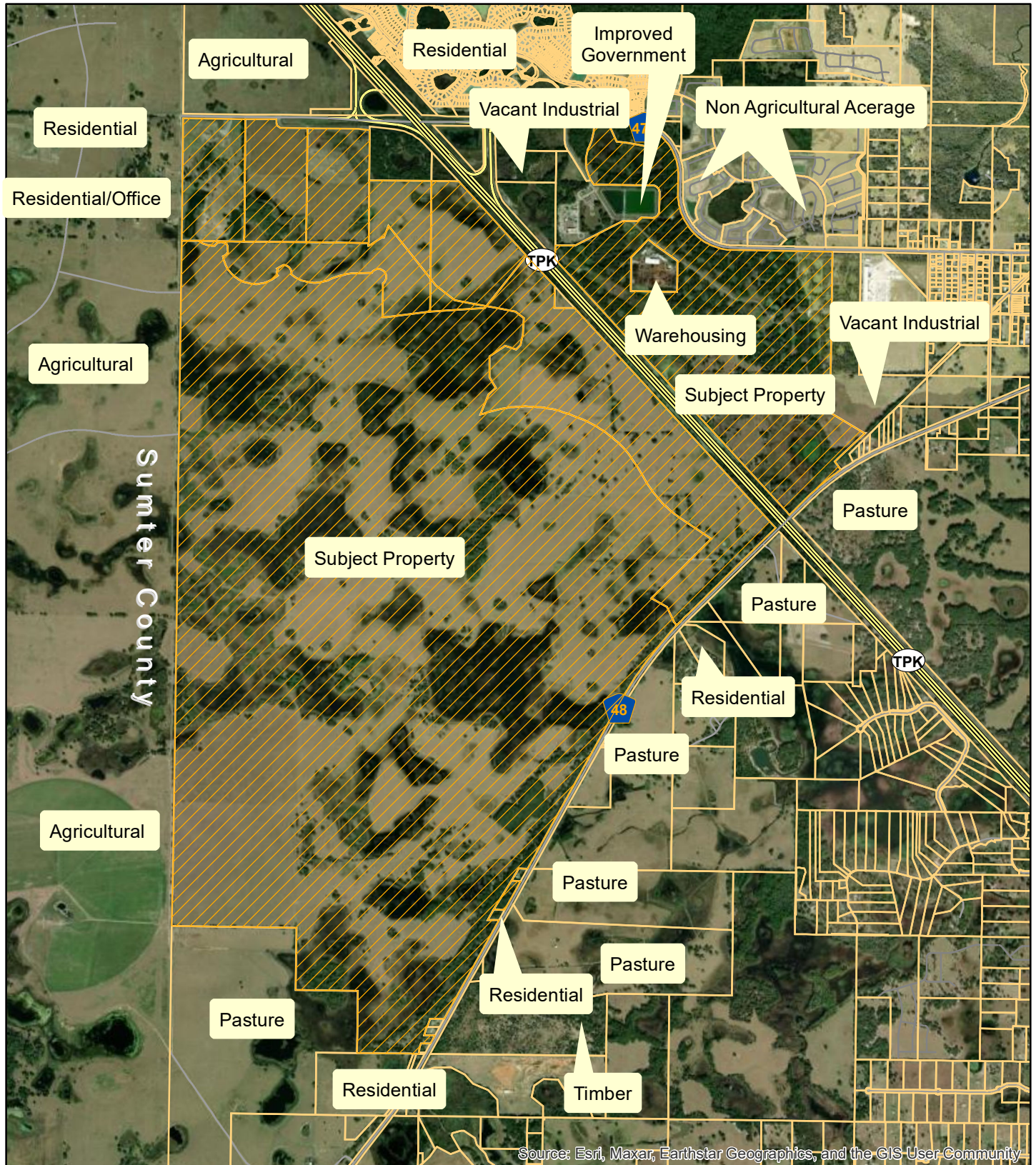


**Planning
& Zoning
Division**



VOWL 6th SP (LSCP-23-509; RZ-23-510)
 AK #'s 1029759; 1088003; 1296609; 1775043; 1295955; 1088071; 3767501; 1701244; 2610808;
 1088101; 3374291; 1296056; 3777575; 3874136; 3874138; 1088020; 1088038; 3874135;
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 2546069; 2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
 Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
 November 21, 2023

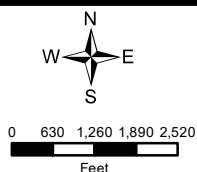
Surrounding Land Uses



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



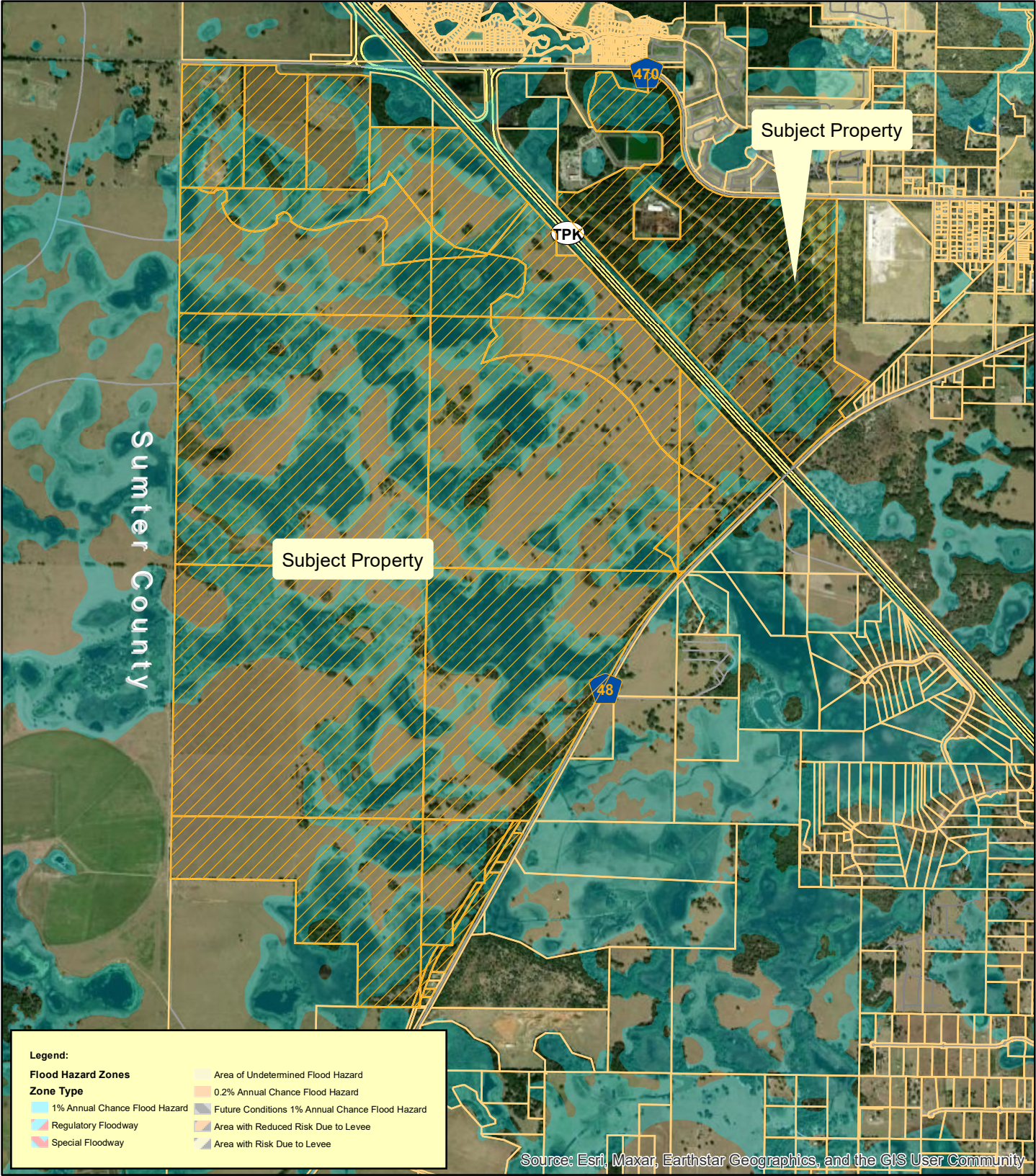
**Planning
& Zoning
Division**



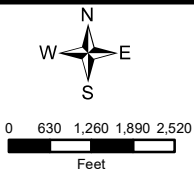
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2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Flood Zone

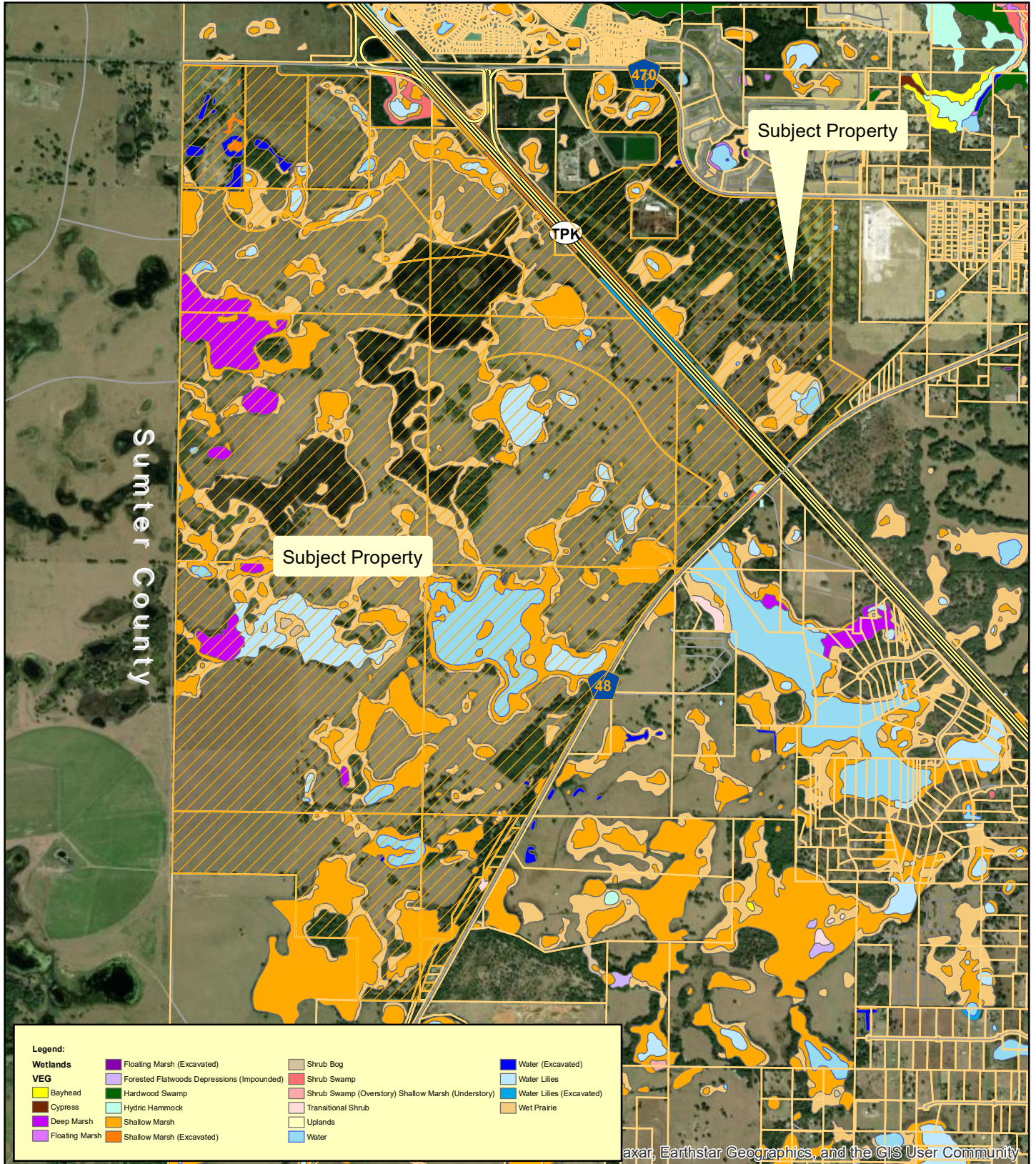


**Planning
& Zoning
Division**

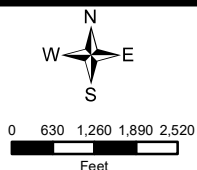


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2543396; 3786416; 3786417; 1176441; 1504996; 1296617; 1296081; 1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Wetlands



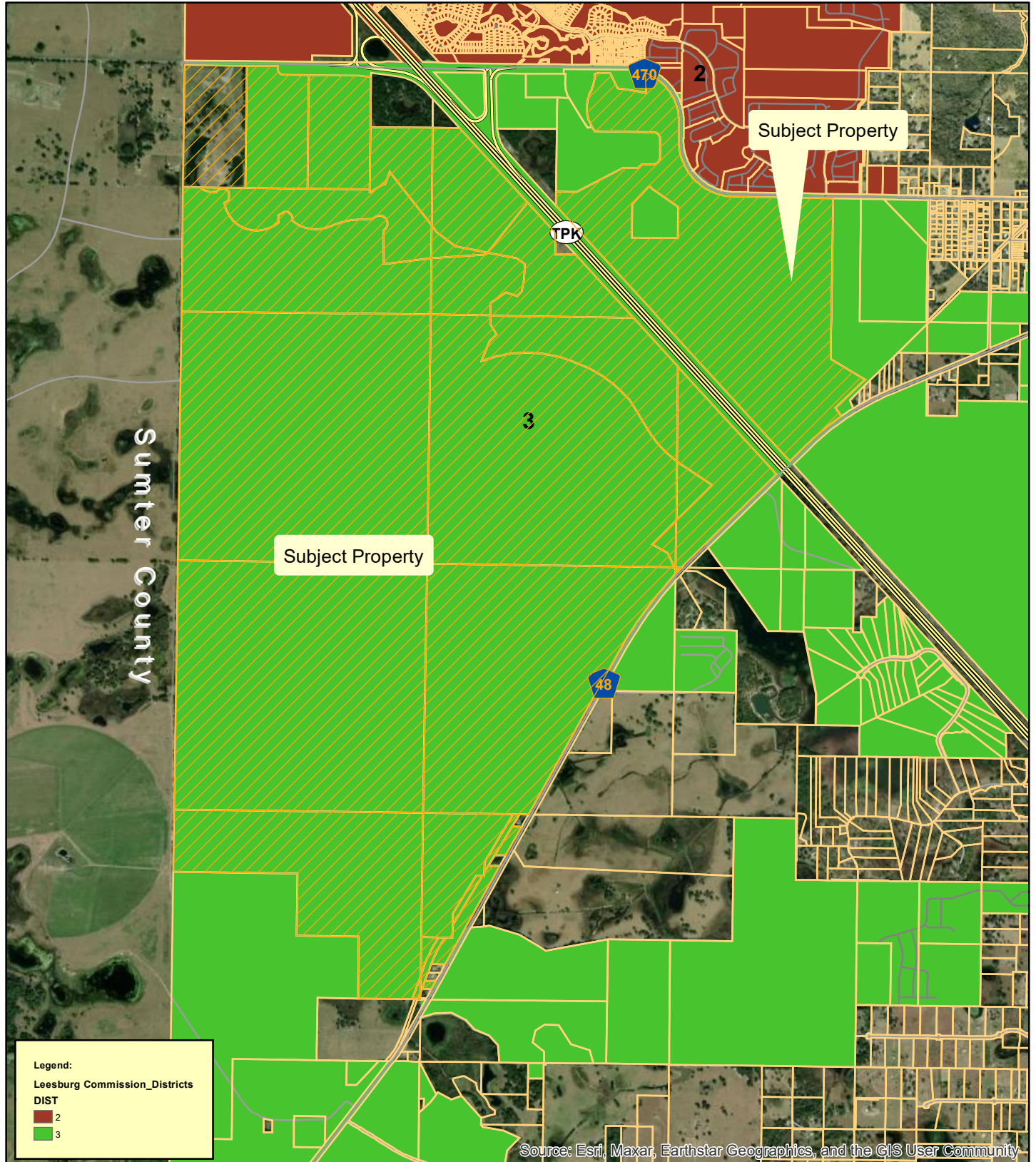
**Planning
& Zoning
Division**



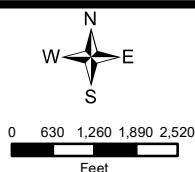
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Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Commission District



**Planning
& Zoning
Division**



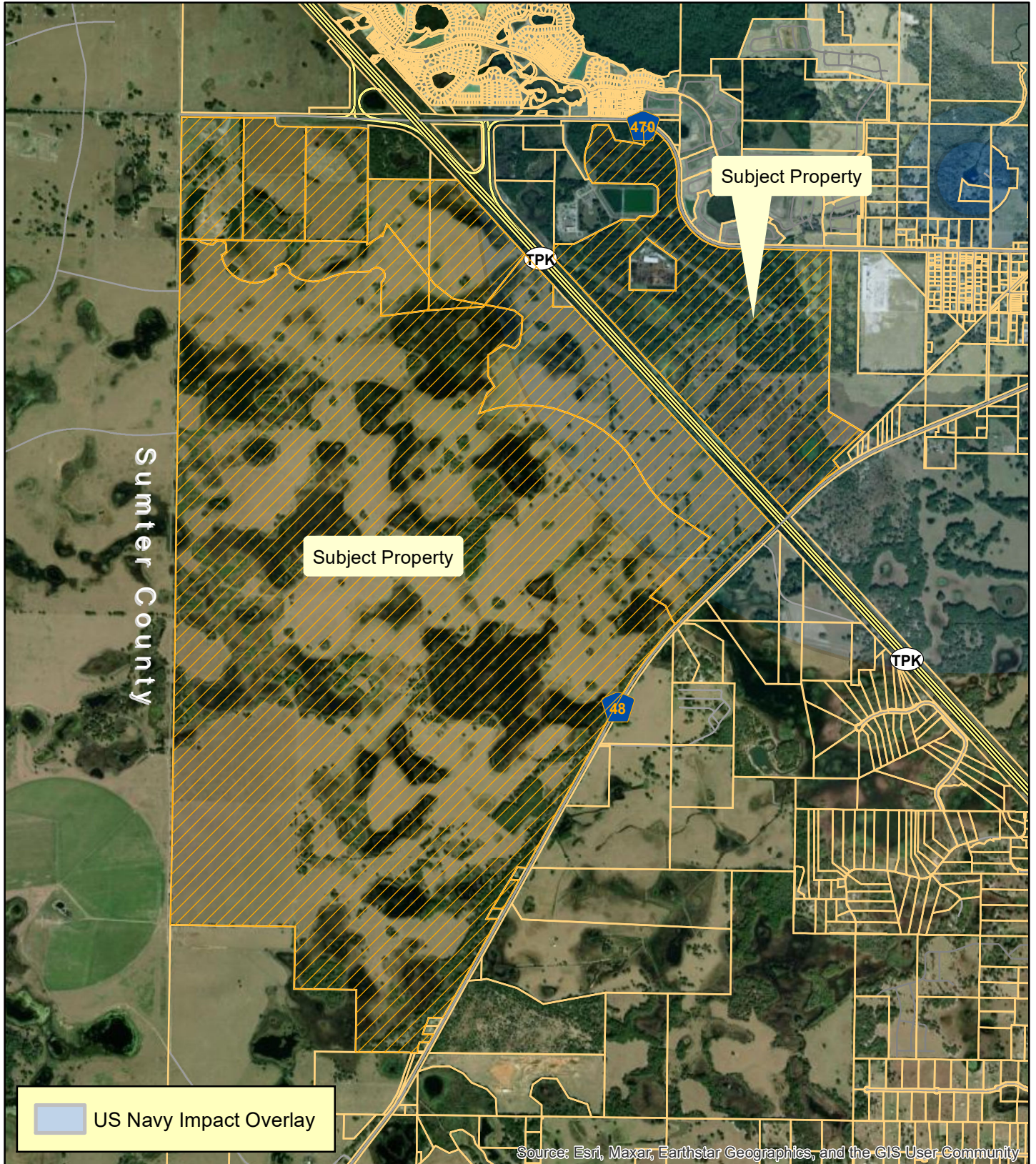
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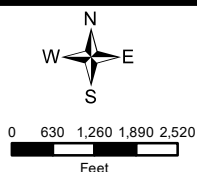
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East

November 21, 2023

US Navy Impact Overlay



**Planning
& Zoning
Division**



VOWL 6th SP (LSCP-23-509; RZ-23-510)

AK #'s 1029759; 1088003; 1296609; 1775043; 1295955; 1088071; 3767501; 1701244; 2610808
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 Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
 November 21, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: February 12, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, establishing the Dewey Robbins Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; establishing the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Dewey Robbins CDD)

Staff Recommendation:

Staff recommends approval of the request by TLC Hodges Reserve, LLC, to create the Community Development District (CDD) known as the Dewey Robbins CDD.

Analysis:

This item is a request from TLC Hodges Reserve, LLC, to create a Community Development District known as the Dewey Robbins CDD, to consist of 281.821 plus or minus acres, being generally located east of U.S. Highway 27 and bisected by Dewey Robbins Road, 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. These services can include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit shelters, environmental, conservation mitigation areas and parks, plus schools and security measures. These services may vary from district to district. Each CDD is specific to a described area, with no zoning, development permitting or police power, and has no authority to encumber debt to a local government. Each district must remain in compliance with the local governments' comprehensive plan.

Procurement Analysis:

N/A

Options:

1. Approve the request to establish the Dewey Robbins Community Development District; or
2. Other action the Commission may choose.

Fiscal Impact:

There is no fiscal impact anticipated to the City of Leesburg as a result of this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (DEWEY ROBBINS CDD)

WHEREAS, TLC Hodges Reserve, LLC, (“Petitioner”), having obtained written consent to the establishment of the District (hereinafter defined) by the owner of one hundred percent (100%) of the real property to be included in the District, has filed a Petition to Establish the Dewey Robbins Community Development District (“Petition”) with the City Commission of the City of Leesburg, Florida (“City Commission”) pursuant to section 190.005(2)(e), Florida Statutes, as amended, to adopt an ordinance establishing the Dewey Robbins Community Development District (“District”) pursuant to Chapter 190, Florida Statutes, as amended; and

WHEREAS, 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 a duly noticed public hearing conducted by the City of Leesburg, Florida (“City”), pursuant to sections 190.005(2)(b) and 190.005(1)(d), Florida Statutes, as amended; and

WHEREAS, upon consideration of the record established at that hearing, the City Commission has considered the record of the public hearing and the statutory factors set forth in sections 190.005(2)(c) and 190.005(1)(e), Florida Statutes, as amended, in making its determination to grant or deny the Petition; and

WHEREAS, the City, in determining whether to establish the District, has considered and finds that all statements contained in the Petition are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, pursuant to the information as stated above, the City Commission has decided to grant the District's Petition to establish the Dewey Robbins Community Development District.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, as amended.

SECTION 3. DISTRICT NAME. There is hereby established a Community Development District situated entirely within the incorporated limits of the City of Leesburg, Florida, which District shall be known as the "Dewey Robbins Community Development District."

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit A attached hereto and incorporated herein by reference, the overall boundaries encompassing 281.821 acres, more or less as described therein.

SECTION 5. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes, as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as amended, as created by general law. The City further consents to the District's exercise of special powers described in 190.012(2)(a) and 190.012(2)(d), Florida Statutes, as may be amended from time to time.

SECTION 6. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Anthony Iorio; Jason Lonas; Doug Beasley; Duane "Rocky" Owen; and Thomas Franklin, Sr. All the persons in the preceding sentence are residents of the State of Florida and citizens of the United States of America.

SECTION 7. 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 8. EFFECTIVE DATE. This ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the ____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

DESCRIPTION:

DEWEY ROBBINS CDD

A PARCEL OF LAND LYING IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 89°30'16" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 894.51 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°29'44" E, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 89°30'16" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1091.91 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°42'30" E ALONG SAID WEST LINE, A DISTANCE OF 1305.48 FEET TO A POINT ON THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID WEST LINE, RUN S 89°23'11" E ALONG SAID NORTH LINE, A DISTANCE OF 662.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN N 00°43'14" E ALONG SAID WEST LINE, A DISTANCE OF 1329.32 FEET TO THE NORTH 1/4 CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN S 89°18'05" E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1325.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN S 00°45'28" W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, A DISTANCE OF 1326.87 FEET TO THE SOUTHWEST CORNER OF NORTH 1/2 OF SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S 89°33'32" E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 1988.79 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S 00°38'43" W, A DISTANCE OF 1303.74 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN N 89°30'17" W, A DISTANCE OF 1991.34 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°45'28" E ALONG SAID WEST LINE, A DISTANCE OF 638.43 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31; THENCE N 89°27'21" W, A DISTANCE OF 662.31 FEET; THENCE S 00°44'21" W, A DISTANCE

OF 428.99 FEET; THENCE N 89°30'16" W, A DISTANCE OF 233.41 FEET; THENCE S 00°29'44" W, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 148.564 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN S 89°30'17" E ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1217.24 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S 00°29'43" W, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN THE FOLLOWING TWO (2) COURSES: 1) S 89°30'17" E, A DISTANCE OF 1438.82 FEET; 2) S 89°23'22" E, A DISTANCE OF 854.06 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN S 00°14'07" E ALONG THE EAST LINE OF THE WEST 3/4 OF GOVERNMENT LOT 2, A DISTANCE OF 2507.27 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2 ALSO BEING THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE ALONG SAID SOUTH LINE, RUN N 89°59'03" W, A DISTANCE OF 986.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN N 89°58'32" W ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1330.66 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°19'32" E ALONG THE WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 2527.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 133.257 ACRES, MORE OR LESS

David W.

Maxwell

2023.11.15

09:30:52

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PETITION TO ESTABLISH DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Sarah R. Sandy

Florida Bar No. 107064

Sarah.Sandy@kutakrock.com

Michelle K. Rigoni

Florida Bar No. 124758

Michelle.Rigoni@kutakrock.com

KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

(850) 692-7300 (telephone)

(850) 692-7319 (facsimile)

Attorneys for Petitioner

**BEFORE THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA**

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, TLC Hodges Reserve, LLC (hereafter “**Petitioner**”), hereby petitions the City Commission of the City of Leesburg pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, to establish a Community Development District (hereafter “**District**”) with respect to the land described herein. In support of this petition (“**Petition**”), Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Leesburg, Florida (“**City**”). **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately 281.821 acres of land, generally located east of U.S. Highway 27 and bisected by Dewey Robbins Road. The metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundary of the proposed District that are to be excluded from the proposed District.

3. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owner(s) of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district is contained in **Composite Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Anthony Iorio

Address: 605 Commonwealth Avenue
Orlando, Florida 32803

Name: Jason Lonas
Address: 605 Commonwealth Avenue
Orlando, Florida 32803

Name: Doug Beasley
Address: 605 Commonwealth Avenue
Orlando, Florida 32803

Name: Duane "Rocky" Owen
Address: 5585 Alligator Lake Road
St. Cloud, Florida 34772

Name: Thomas Franklin, Sr.
Address: 1818 Admiral Court
Kissimmee, Florida 34744

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is Dewey Robbins Community Development District.

6. Future Land Uses. The existing and future general distribution, location, and extent of the public and private land uses proposed within the District are generally depicted on **Composite Exhibit 4.**

7. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors within the currently undeveloped lands to be included within the proposed District. **Exhibit 5A** demonstrates the pre-development drainage patterns and basins for the lands within the proposed District. Maps illustrating the post-development drainage conditions for the lands to be included within the proposed District are provided in **Exhibit 5B**. **Exhibit 5C** demonstrates the existing and proposed major trunk water

mains and wastewater interceptors within the currently undeveloped lands located within and near the proposed District.

8. District Facilities. **Exhibit 6** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or install, as well as the anticipated entities responsible for ownership and maintenance. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 7**. At present, these improvements are estimated to be made, constructed, and installed in three (3) phases for the portion of the development known as Hodges Reserve over the time period from 2023 through 2027 and three (3) phases for the portion of the development known as Lakewood Reserve over the time period from 2024 through 2029. 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.

9. Statement of Estimated Regulatory Costs. **Exhibit 8** 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.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agents for the Petitioner are Sarah R. Sandy and Michelle K. Rigoni. **See Exhibit 9.** Copies of all correspondence and official notices should also be sent to:

Sarah R. Sandy, Esq. (sarah.sandy@kutakrock.com)
Michelle K. Rigoni, Esq. (michelle.rigoni@kutakrock.com)
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

11. Landowner Deeds. Copies of the warranty deeds, pursuant to which the consenting landowners took title to the lands to be included within the District, are included as **Exhibit 10.**

12. Filing Fee. The Petitioner submitted a copy of this Petition, including Exhibits 1 through 10, and paid the filing fee of \$8,000 to the City, as required.

13. This petition to establish Dewey Robbins Community Development District should be granted because it meets the six (6) factors set forth in Section 190.005(1)(e), *Florida Statutes*, as follows:

a. The statements contained within this Petition have been found to be true and correct.

b. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

c. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

d. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local

general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

e. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

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

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Leesburg to:

- a. hold a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;
- c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, all as authorized and described by Sections 190.012(2)(a) and 190.012(2)(d), *Florida Statutes*; and
- d. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 6th day of December 2023.

KUTAK ROCK LLP

A handwritten signature in blue ink, appearing to be 'Sandy', written over a horizontal line.

By:

Sarah R. Sandy
Florida Bar No. 107064
sarah.sandy@kutakrock.com
Michelle K. Rigoni
Florida Bar No. 124758
michelle.rigoni@kutakrock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)

Attorneys for Petitioner

EXHIBIT LIST

EXHIBIT 1	GENERAL LOCATION MAP
EXHIBIT 2	METES AND BOUNDS LEGAL DESCRIPTION
COMPOSITE EXHIBIT 3	CONSENTS AND JOINDERS OF LANDOWNERS
COMPOSITE EXHIBIT 4	EXISTING AND FUTURE LAND USE MAPS
EXHIBIT 5A	PRE-DEVELOPMENT DRAINAGE PATTERNS AND BASINS
EXHIBIT 5B	POST-DEVELOPMENT DRAINAGE PATTERNS AND BASINS
EXHIBIT 5C	WATER AND WASTEWATER MAPS
EXHIBIT 6	LIST OF PROPOSED FACILITIES AND OWNERSHIP & MAINTENANCE RESPONSIBILITIES
EXHIBIT 7	ESTIMATED COSTS AND CONSTRUCTION TIMETABLE FOR PROPOSED IMPROVEMENTS
EXHIBIT 8	STATEMENT OF ESTIMATED REGULATORY COSTS (SERC)
EXHIBIT 9	AUTHORIZATION OF AGENT
EXHIBIT 10	LANDOWNERS WARRANTY DEEDS

EXHIBIT 1
GENERAL LOCATION MAP

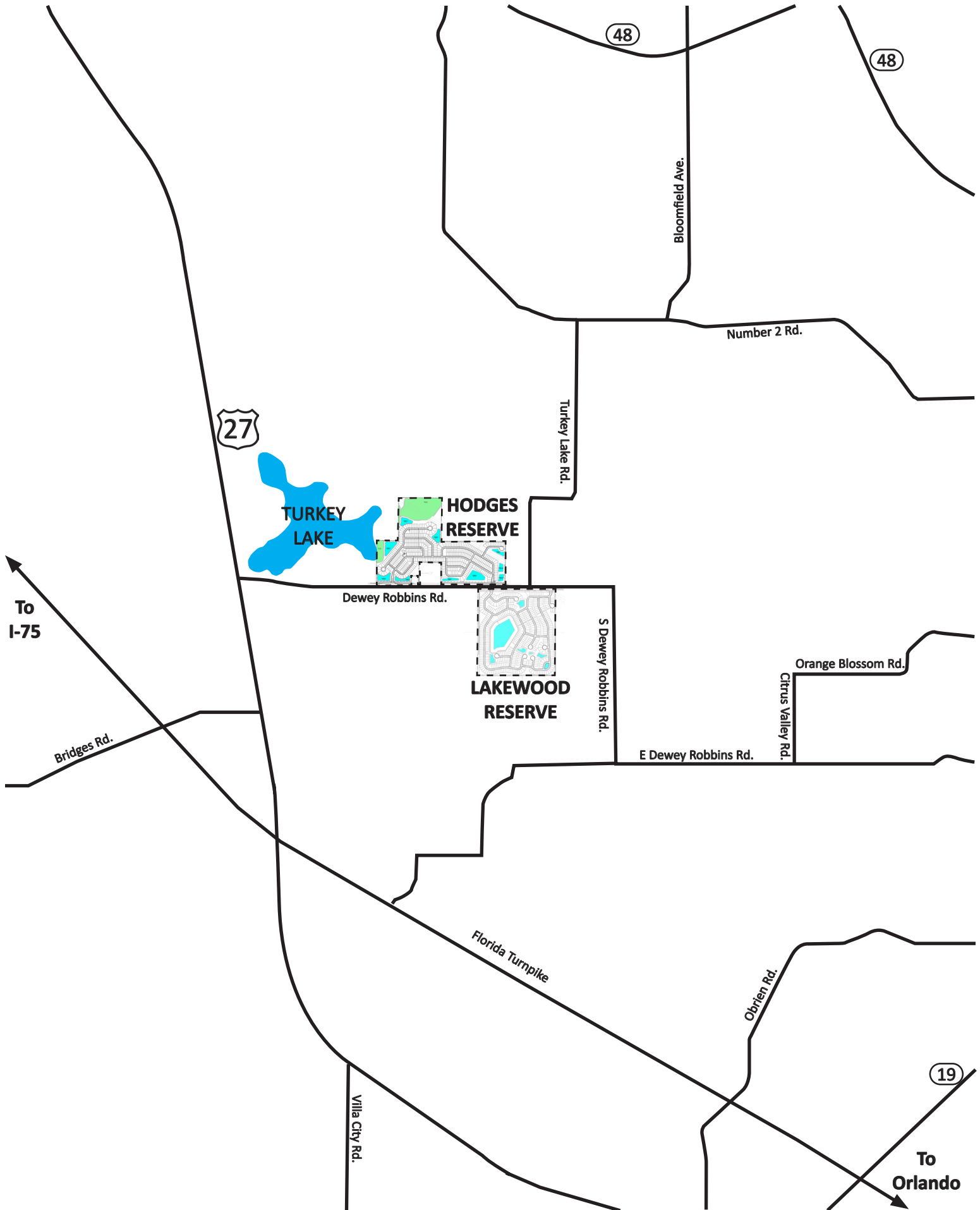


EXHIBIT 2
METES AND BOUNDS LEGAL DESCRIPTION

DESCRIPTION:

DEWEY ROBBINS CDD

A PARCEL OF LAND LYING IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE RUN N 89°30'16" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 894.51 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°29'44" E, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 89°30'16" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1091.91 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°42'30" E ALONG SAID WEST LINE, A DISTANCE OF 1305.48 FEET TO A POINT ON THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID WEST LINE, RUN S 89°23'11" E ALONG SAID NORTH LINE, A DISTANCE OF 662.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN N 00°43'14" E ALONG SAID WEST LINE, A DISTANCE OF 1329.32 FEET TO THE NORTH 1/4 CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN S 89°18'05" E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1325.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN S 00°45'28" W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, A DISTANCE OF 1326.87 FEET TO THE SOUTHWEST CORNER OF NORTH 1/2 OF SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S 89°33'32" E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 1988.79 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S 00°38'43" W, A DISTANCE OF 1303.74 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN N 89°30'17" W, A DISTANCE OF 1991.34 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N 00°45'28" E ALONG SAID WEST LINE, A DISTANCE OF 638.43 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31; THENCE N 89°27'21" W, A DISTANCE OF 662.31 FEET; THENCE S 00°44'21" W, A DISTANCE

OF 428.99 FEET; THENCE N 89°30'16" W, A DISTANCE OF 233.41 FEET; THENCE S 00°29'44" W, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 148.564 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN S 89°30'17" E ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1217.24 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S 00°29'43" W, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DEWEY ROBBINS ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN THE FOLLOWING TWO (2) COURSES: 1) S 89°30'17" E, A DISTANCE OF 1438.82 FEET; 2) S 89°23'22" E, A DISTANCE OF 854.06 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN S 00°14'07" E ALONG THE EAST LINE OF THE WEST 3/4 OF GOVERNMENT LOT 2, A DISTANCE OF 2507.27 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2 ALSO BEING THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE ALONG SAID SOUTH LINE, RUN N 89°59'03" W, A DISTANCE OF 986.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN N 89°58'32" W ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1330.66 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°19'32" E ALONG THE WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 2527.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 133.257 ACRES, MORE OR LESS

David W.

Maxwell

2023.11.15

09:30:52

-05'00'



COMPOSITE EXHIBIT 3
CONSENT AND JOINDER OF LANDOWNERS

Consent and Joinder of Landowner
to the Establishment of a Community Development District

The undersigned is the owner of certain lands more fully described in Exhibit A attached hereto and made a part hereof ("**Property**").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further 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, a consent to the establishment of the Community Development 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 14 day of November, 2023.

Witnessed:

Print Name:

Joselyn Lewis

Print Name:

TAN TRAN

TLC HODGES RESERVE, LLC,
a Florida limited liability company

By:

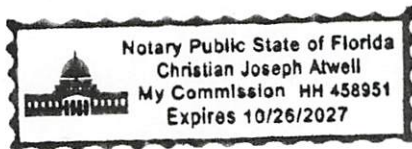
Name: Andrew J. Orosz

Title: Manager

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of Nov, 2023, by Andrew J. Orosz as Manager, of TLC Hodges Reserve, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Chris Atwell
NOTARY PUBLIC, STATE OF FLORIDA

Name: _____

(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Exhibit A: **Property**

Exhibit A: Property

A PARCEL OF LAND LYING IN SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 148.564 ACRES, MORE OR LESS

Consent and Joinder of Landowner
to the Establishment of a Community Development District

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("**Property**").

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The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

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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 14 day of November, 2023.

Witnessed:

Print Name: JASON LEWIS

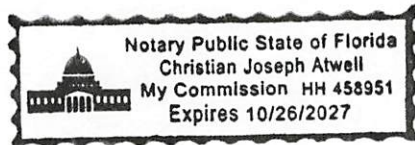
Print Name: TAN TRAN

TLC DR HOLDINGS, LLC,
a Florida limited liability company

By: [Signature]
Name: Andrew J. Orosz
Title: Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of Nov, 2023, by Andrew J. Orosz as Manager of TLC DR Holdings, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Exhibit A: **Property**

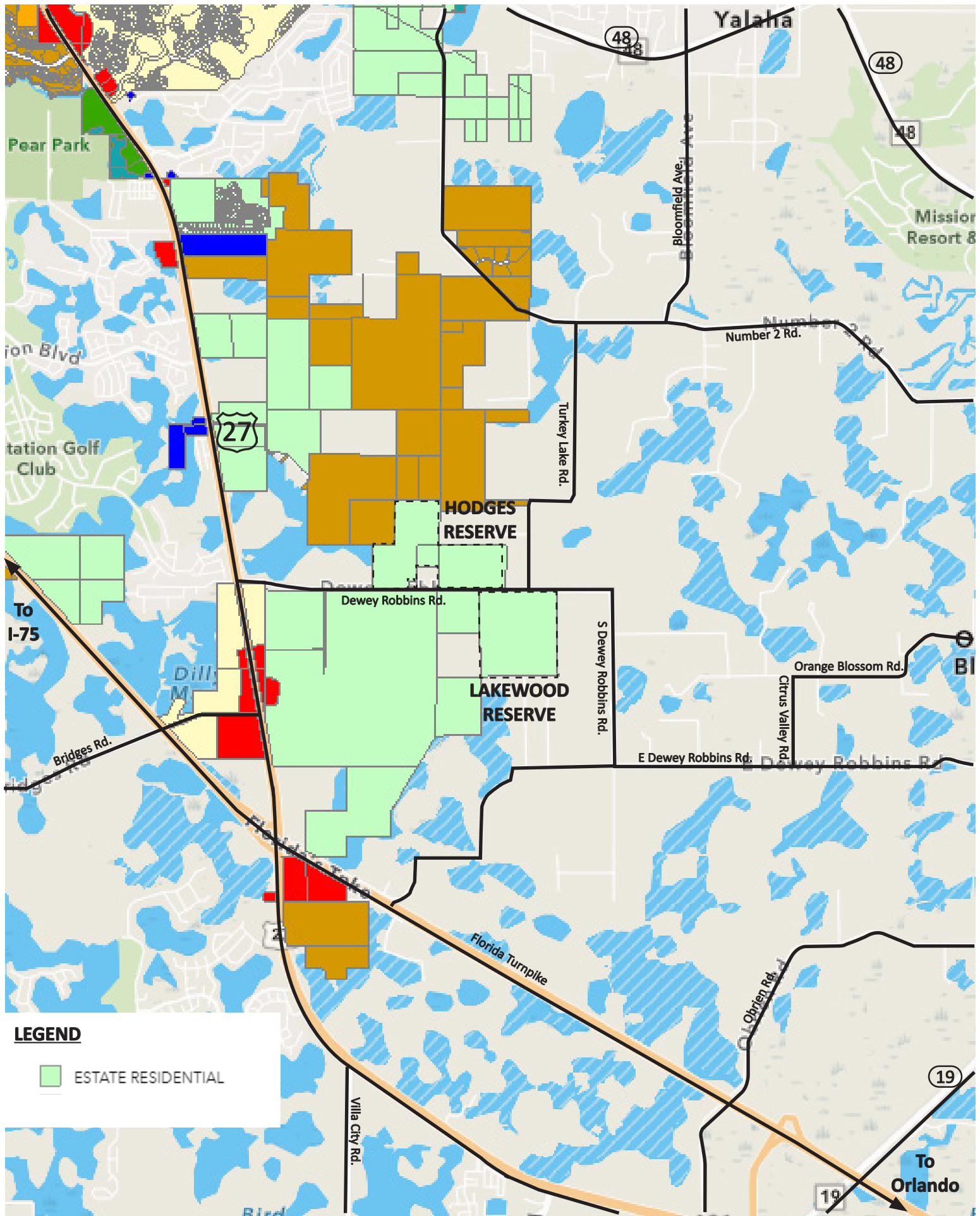
Exhibit A: Property

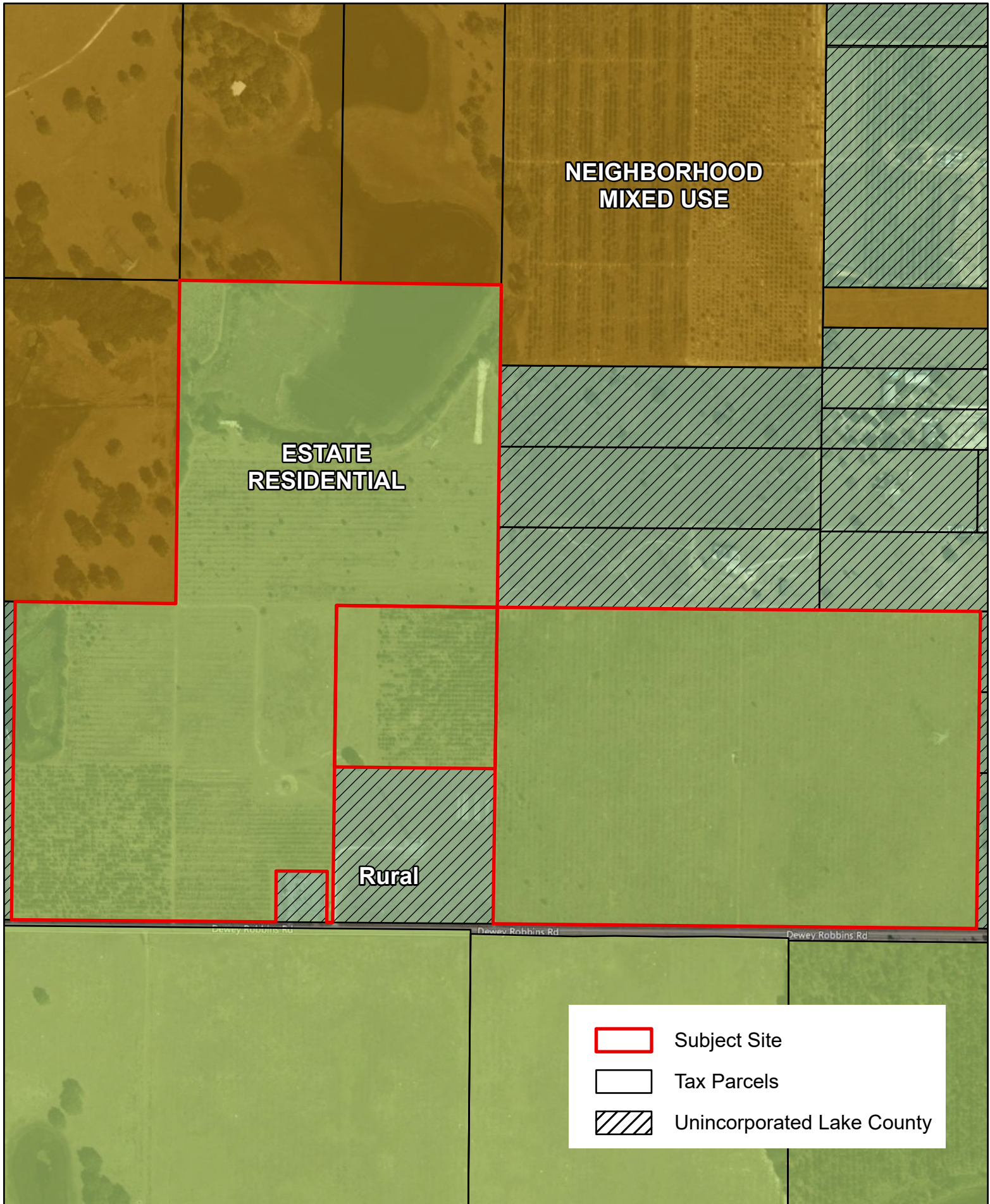
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CONTAINING 133.257 ACRES, MORE OR LESS

COMPOSITE EXHIBIT 4
EXISTING AND FUTURE LAND USE MAPS





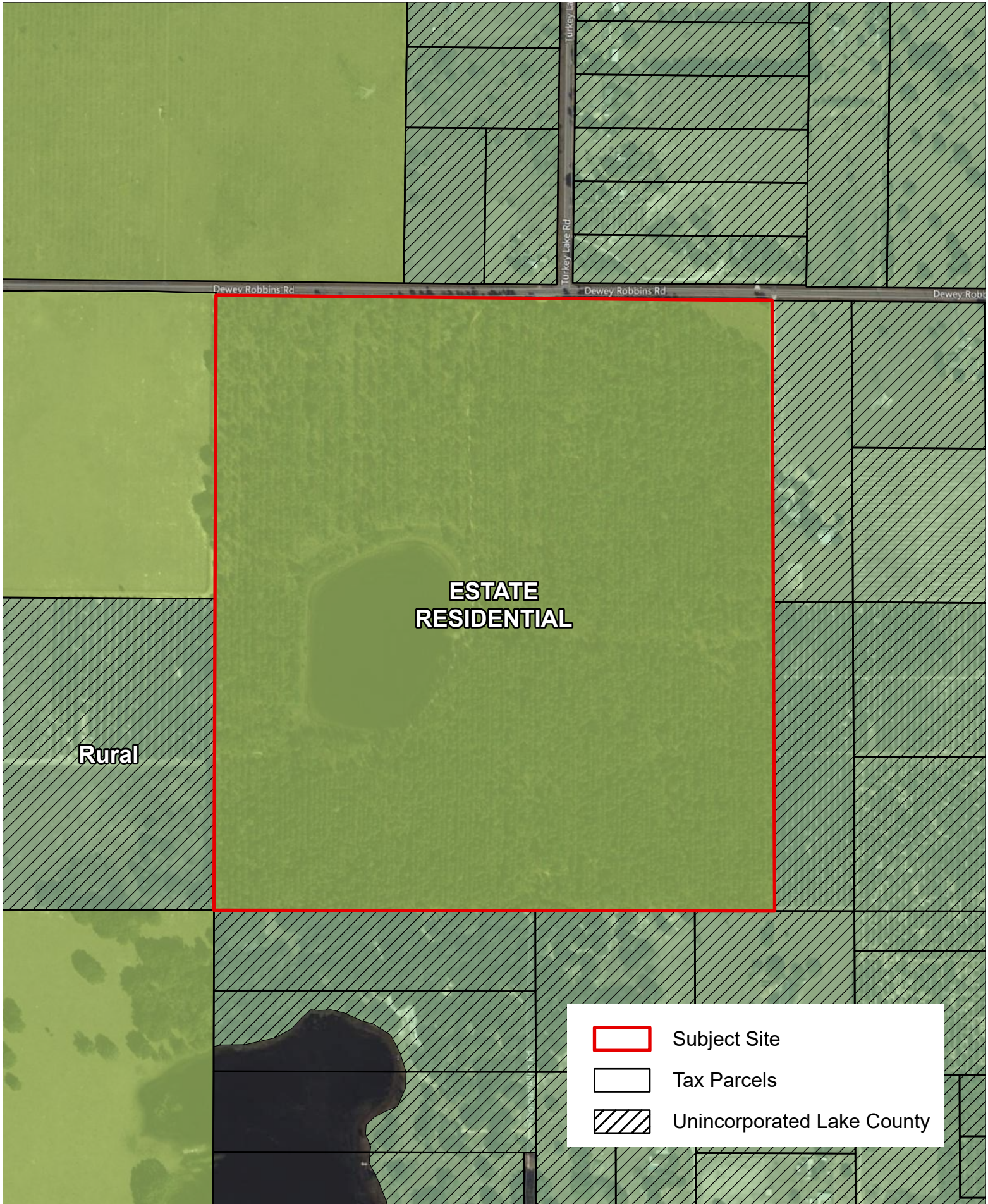
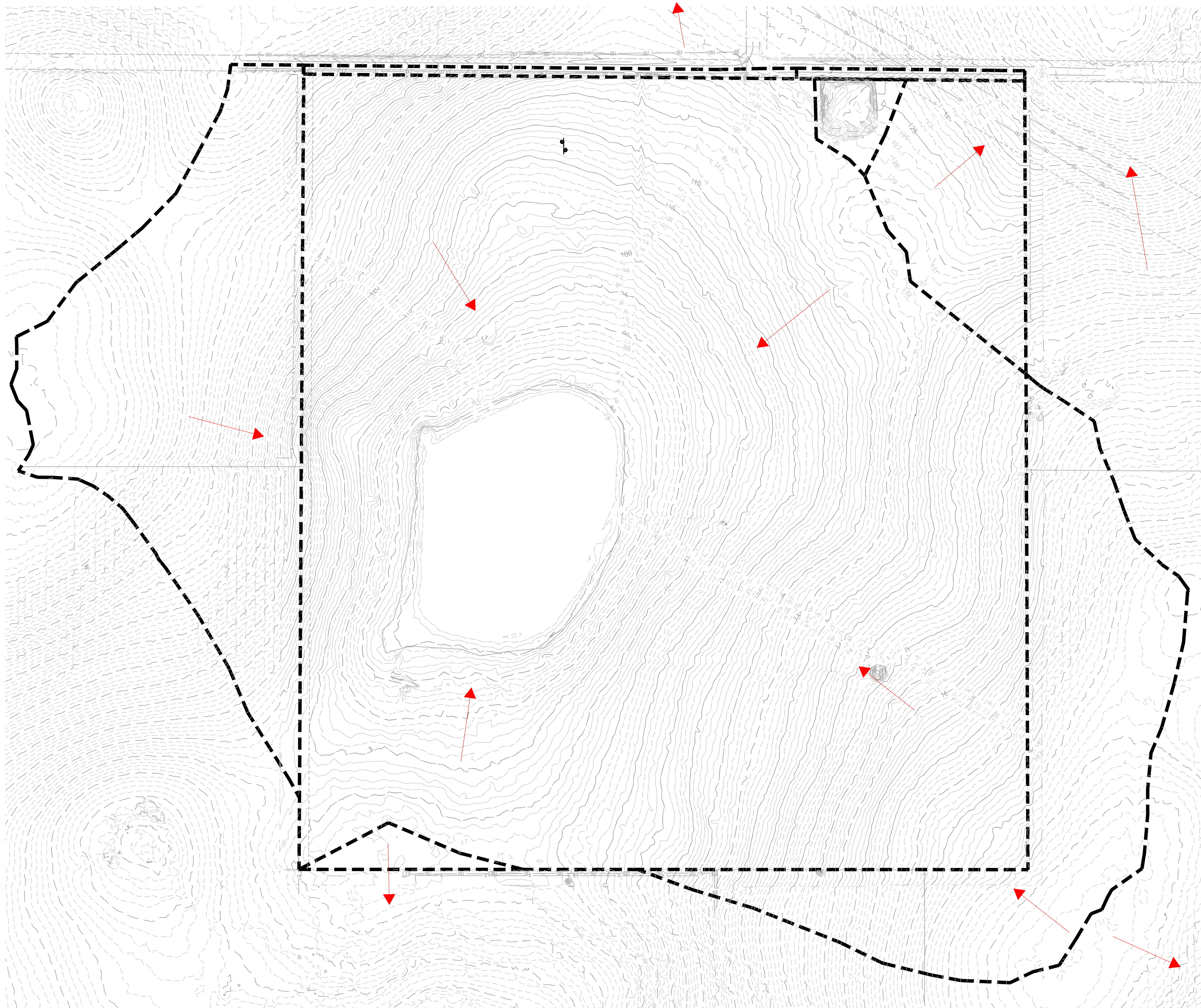


EXHIBIT 5A
PRE-DEVELOPMENT DRAINAGE PATTERNS AND BASINS



Lakewood Reserve

LEGEND

- | | |
|-------|---------------------------|
| _____ | PROPERTY LINE |
| ===== | RIGHT OF WAY |
| ===== | PERMETER BUFFER |
| _____ | BUILDING SETBACK |
| ----- | EASEMENT |
| _____ | PROJECT BOUNDARY |
| ===== | PHASE LINE |
| _____ | TOB TOP OF BANK ELEVATION |
| _____ | GB GRADE BREAK ELEVATION |
| _____ | BTM BOTTOM ELEVATION |

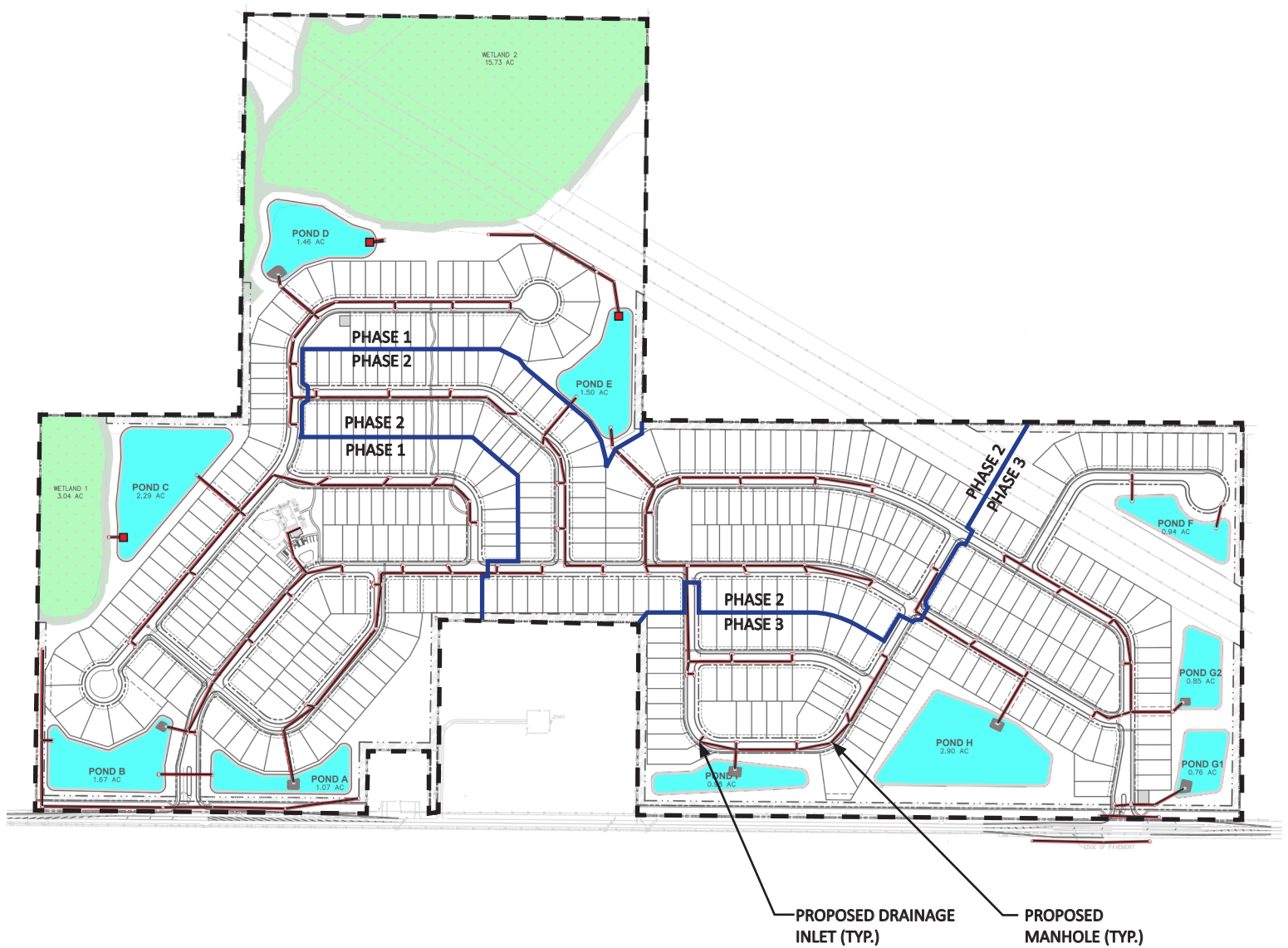
0 150' 300'

FULL SCALE: 1"=150'

HALF SCALE: 1"=300'

[illegible]

EXHIBIT 5B
POST-DEVELOPMENT DRAINAGE PATTERNS AND BASINS



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED OUTFALL STRUCTURE (TYP.)
- CDD BOUNDARY
- PHASE LINE



LEGEND

- PROPOSED STORMWATER POND
- CDD BOUNDARY
- PHASE LINE

EXHIBIT 5C
WATER AND WASTEWATER MAPS



LEGEND

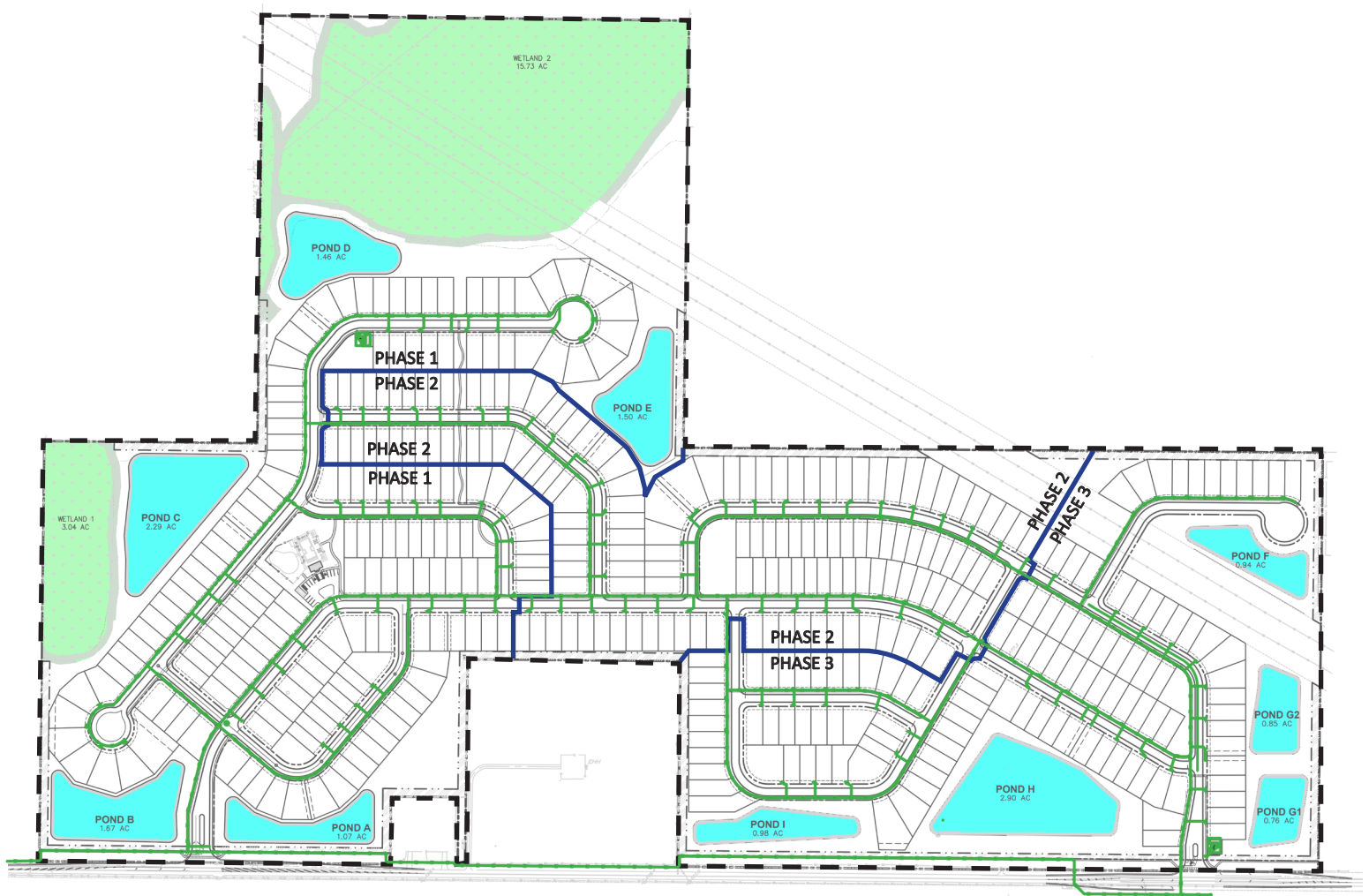
- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE





LEGEND

- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

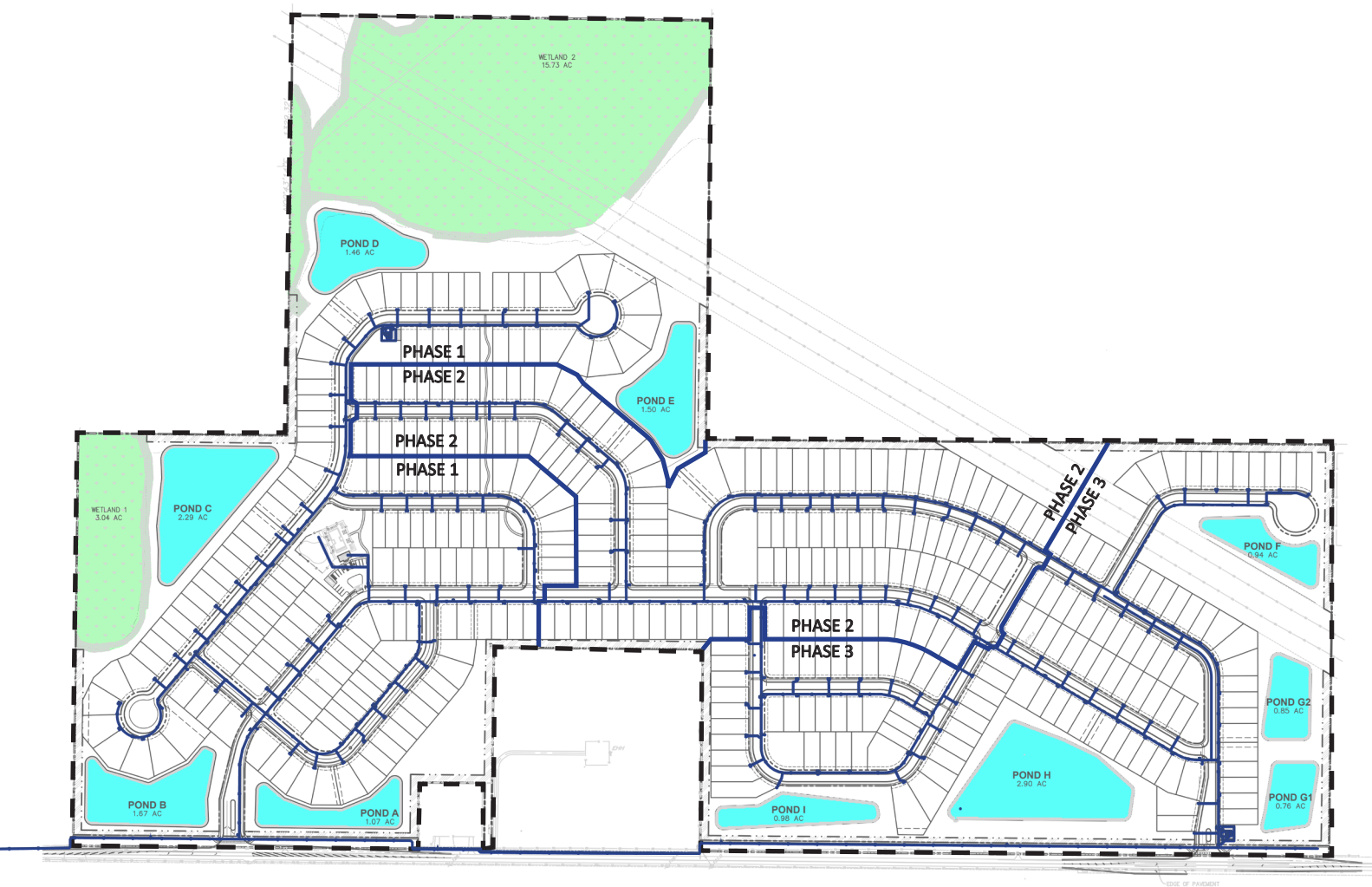
- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE





LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM
- CDD BOUNDARY
- PHASE LINE



LEGEND

- PROPOSED STORMWATER POND
- WM - PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY
- PHASE LINE

EXHIBIT 6
PROPOSED FACILITIES AND OWNERSHIP & MAINTENANCE RESPONSIBILITY

Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection System	City of Leesburg
Water Distribution System	City of Leesburg
Reuse Water	City of Leesburg
Master Stormwater Management System	CDD
Electrical Service System	SECO Energy
On-Site Public Roadway Improvements	City of Leesburg
Off-Site Public Roadway Improvements	Lake County
Off-Site Public Utility Improvements	City of Leesburg
Landscaping/Irrigation/Hardscape within Master Public Roads	CDD/HOA

EXHIBIT 7
ESTIMATED COSTS AND CONSTRUCTION TIMETABLE FOR PROPOSED IMPROVEMENTS

Dewey Robbins CDD - Hodges Reserve & Lakewood Reserve

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total
1. Master Utilities System (Onsite & Offsite)	
a. Sanitary Sewer System	\$ 5,416,593
b. Water Distribution System	\$ 4,070,029
c. Reuse Water System	\$ 3,140,924
2. Master Stormwater Management System	\$ -
a. Pond and Roadway Earthwork	\$ 8,340,678
b. On and Offsite Storm Conveyance System	\$ 5,933,643
3. Electrical Service Systems (Underground)	\$ 2,342,283
4. Gas	\$ 1,851,814
5. On-Site Roadway Improvements	\$ 6,803,352
6. Off-Site Roadway Improvements	\$ 1,821,027
7. Landscaping, Hardscaping & Irrigation	\$ 3,168,666
8. Professional Consulting Fees	\$ 3,154,730
9. Contingency (15%)	\$ 6,906,560
Total	\$ 52,950,299
Construction Start	11/2023
Construction Completion	7/2029
Proposed # of Lots	815

Dewey Robbins CDD - Hodges Reserve
Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 2,575,629	\$ 1,185,402	\$ 423,491	\$ 966,736
b. Water Distribution System	\$ 1,953,296	\$ 737,193	\$ 594,046	\$ 622,057
c. Reuse Water System	\$ 1,412,259	\$ 550,240	\$ 434,005	\$ 428,013
2. Master Stormwater Management System	\$ -			
a. Pond and Roadway Earthwork	\$ 3,875,121	\$ 1,926,090	\$ 1,772,637	\$ 176,394
b. On and Offsite Storm Conveyance System	\$ 3,287,727	\$ 1,605,613	\$ 902,262	\$ 779,851
3. Electrical Service Systems (Underground)	\$ 1,247,163	\$ 670,763	\$ 312,400	\$ 264,000
4. Gas	\$ 1,040,400	\$ 502,860		\$ 537,540
b. Offsite	\$ -			
5. On-Site Roadway Improvements	\$ 2,965,372	\$ 1,292,489	\$ 770,475	\$ 902,408
6. Off-Site Roadway Improvements	\$ 1,119,027	\$ 686,899		\$ 432,128
7. Landscaping, Hardscaping & Irrigation	\$ 1,256,314	\$ 594,392	\$ 130,008	\$ 531,914
8. Professional Consulting Fees	\$ 1,556,640	\$ 661,460	\$ 482,604	\$ 412,576
9. Contingency (15%)	\$ 3,343,342	\$ 1,562,010	\$ 873,289	\$ 908,043
Total	\$ 25,632,290	\$ 11,975,412	\$ 6,695,218	\$ 6,961,661
Construction Start		11/6/2023	6/15/2024	7/26/2026
Construction Completion		2/11/2025	9/15/2025	8/28/2027
Proposed # of Lots	424	163	142	119

Dewey Robbins CDD - Lakewood Reserve

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 2,840,964	\$ 1,386,678	\$ 673,537	\$ 780,749
b. Water Distribution System	\$ 2,116,733	\$ 833,539	\$ 594,298	\$ 688,896
c. Reuse Water System	\$ 1,728,665	\$ 680,724	\$ 485,343	\$ 562,598
2. Master Stormwater Management System	\$ -	\$ -	\$ -	\$ -
a. Pond and Roadway Earthwork	\$ 4,465,557	\$ 2,643,154	\$ 833,285	\$ 989,118
b. On and Offsite Storm Conveyance System	\$ 2,645,916	\$ 1,041,924	\$ 742,872	\$ 861,120
3. Electrical Service Systems (Underground)	\$ 1,095,120	\$ 452,088	\$ 320,112	\$ 322,920
4. Gas	\$ 811,414	\$ 319,523	\$ 227,814	\$ 264,077
5. On-Site Roadway Improvements	\$ 3,837,980	\$ 1,557,706	\$ 1,066,096	\$ 1,214,178
6. Off-Site Roadway Improvements	\$ 702,000	\$ 286,000	\$ 156,000	\$ 260,000
7. Landscaping, Hardscaping & Irrigation	\$ 1,912,352	\$ 1,035,008	\$ 615,264	\$ 262,080
8. Professional Consulting Fees	\$ 1,598,090	\$ 1,074,606	\$ 245,544	\$ 277,940
9. Contingency (15%)	\$ 3,563,218	\$ 1,696,642	\$ 894,025	\$ 972,551
Total	\$ 27,318,009	\$ 13,007,592	\$ 6,854,190	\$ 7,456,227
Construction Start		11/15/2024	1/22/2027	7/19/2028
Construction Completion		1/8/2026	1/26/2028	7/23/2029
Proposed # of Lots	391	161	114	116

EXHIBIT 8
STATEMENT OF ESTIMATED REGULATORY COSTS (SERC)

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Dewey Robbins Community Development District** (the “District”). The proposed District comprises approximately 281.821 acres of land located within the City of Leesburg, Florida (hereafter “City”). The project is planned for approximately 815 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall 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.”

1.2 Overview of the Dewey Robbins Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 281.821 acres.

The Development plan for the proposed lands within the District includes approximately 815 residential units to be constructed in total of six phases (three phases in development portion known as Lakewood Reserve and three phases in development portion known as Hodges Reserve). Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s 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), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Dewey Robbins. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: 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; 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 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 agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “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, and 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 Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. 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.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 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.

As noted above, the Dewey Robbins Community Development District is a community designed for approximately 815 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the owners of land within the proposed

¹ For the purposes of this SERC, the term “agency” means City of Leesburg, the term “state” or “State” means State of Florida and the term “rule” means the ordinance(s) which the City of Leesburg would enact in connection with the creation of the District.

boundaries will also be under the jurisdiction of the District. Initially, TLC Hodges Reserve, LLC and TLC DR Holdings, LLC (together, “Developer”) will be the primary developers and landowners of property within the proposed District boundaries.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District’s reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida’s Department of Economic Opportunity, which offsets such costs.

City of Leesburg

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of special-purpose local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District

is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and 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. It is anticipated that the sanitary sewer collection, water distribution, reuse water, master stormwater system, undergrounding of electrical system, gas service system, conservation mitigation, on-site & off-site master public roadway improvements, and landscaping/irrigation/hardscape within master public roads will be financed by the District.

**Table 1.
Dewey Robbins CDD Proposed Facilities and Services**

<u>District Infrastructure</u>	<u>Finance*</u>	<u>Ownership</u>	<u>O&M</u>
Master Stormwater System	CDD	CDD	CDD
Onsite Master Roads	CDD	City	City
Offsite Master Roads	CDD	County	County
Potable Water Distribution System	CDD	City	City
Sanitary Sewer Collection System	CDD	City	City
Reclaimed Water Distribution System	CDD	City	City
Landscape, Hardscape and Irrigation	CDD	CDD	CDD/HOA
Gas Service	CDD	City	City
Undergrounding of Electrical	CDD	SECO	SECO

*Costs not funded by bonds will be funded by the developer.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$52,950,299. The District may issue special assessment bonds or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

Table 2.
Cost Estimates for District Facilities

<u>Infrastructure</u>	<u>Lakewood Reserve</u>	<u>Hodges Reserve</u>	<u>Estimated Costs</u>
Master Stormwater System	\$7,111,473	\$7,162,848	\$14,274,321
Onsite Master Roads	\$3,837,980	\$2,965,372	\$6,803,352
Offsite Master Roads	\$702,000	\$1,119,027	\$1,821,027
Potable Water Distribution System	\$2,116,733	\$1,953,296	\$4,070,029
Sanitary Sewer Collection System	\$2,840,964	\$2,575,629	\$5,416,593
Reclaimed Water Distribution System	\$1,728,665	\$1,412,259	\$3,140,924
Landscape, Hardscape and Irrigation	\$1,912,352	\$1,256,314	\$3,168,666
Gas Service	\$811,414	\$1,040,400	\$1,851,814
Undergrounding of Electrical	\$1,095,120	\$1,247,163	\$2,342,283
Professional Fees	\$1,598,090	\$1,556,640	\$3,154,730
Contingency	\$3,563,218	\$3,343,342	\$6,906,560
Total	\$27,318,009	\$25,632,290	\$52,950,299

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a district is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. 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 district is the sole form of governance which allows district landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, a district has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a “small city” according to section 120.52(18), Florida Statutes. Lake County (“County”) has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a “small county” according to section 120.52(19), Florida Statutes.

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 Developer’s Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

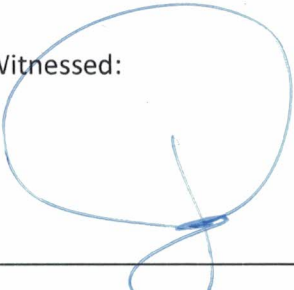
*Prepared by:
Governmental Management Services - Central Florida, LLC
November 17, 2023*

EXHIBIT 9
AUTHORIZATION OF AGENT

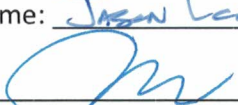
AUTHORIZATION OF AGENT

This letter shall serve as a designation of Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agents for TLC Hodges Reserve, LLC, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:



Print Name: Jason L. Orosz



Print Name: TAN TRAN

TLC HODGES RESERVE, LLC,

a Florida limited liability company



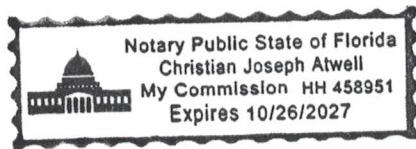
By: Andrew J. Orosz

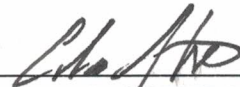
Its: Manager

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of NOV, 2023, by Andrew J. Orosz as Manager, of TLC Hodges Reserve, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.





NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

EXHIBIT 10
LANDOWNERS WARRANTY DEEDS

Prepared by and return to:

James A Myers, Esq.
Bowen & Schroth, P.A.

600 Jennings Avenue
Eustis, FL 32726

File No.: RE-20-199

Parcel Identification Number: 31-20-25-0004-000-02800 and 31-20-25-0004-000-02400

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 18th day of November, 2022,

BY Katherine Marie Norman and Michael David Kemp, whose respective addresses are 729 West 11th Avenue, Mount Dora, FL 32757 and 914 SE 69th Avenue, Ocala, FL 34472 ("**Grantor**"),

TO TLC Hodges Reserve, LLC, a Florida Limited Liability Company, whose address is 605 Commonwealth Avenue, Orlando, FL 32803 ("**Grantee**").

[The terms "Grantor" and "Grantee" as used herein shall include all the parties to this instrument and their respective and collective heirs, legal representatives and assigns (if individuals), and successors and assigns (if corporations or business entities)]

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00 USD) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and conveys unto Grantee all that certain land situate in Lake County, Florida more particularly described as follows:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS LEGAL DESCRIPTION DESCRIBED IN OFFICIAL RECORDS BOOK 1021, PAGE 1349, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALSO, THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4. ALL LOCATED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY, FLORIDA, BY QUITCLAIM DEED RECORDED IN O.R. BOOK 158, PAGE 341, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Subject to real property taxes for 2023 and subsequent years and further subject to easements, restrictions, reservations, and mortgages of record, if any; provided, however, that this reference shall not serve to reimpose any void or lapsed easements, restrictions, reservations, or mortgages.

TO HAVE AND TO HOLD the same, together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto belonging or in anywise appertaining, in fee simple forever.

Grantor hereby covenants with Grantee that Grantor (i) hereby warrants that, as of the day and time of delivery of this instrument, the land described herein is free from all encumbrances made by Grantor, and (ii) will defend the title to the land described herein against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Grantor warrants that at the time of this conveyance, the property described herein is not Grantor's homestead within the meaning set forth in the Florida Constitution, nor is it contiguous

to or a part of Grantor's homestead property. Grantor's respective residences and homesteads are located at 729 West 11th Avenue, Mount Dora, FL 32757 and 914 SE 69th Avenue, Ocala, FL 34472.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Tyler Chapple

Signature - Witness #1

Tyler Chapple

Print Name

Signature - Witness #2

James A. Myers

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

Katherine Marie Norman
Katherine Marie Norman

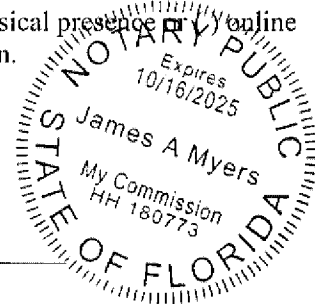
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of November, 2022, by Katherine Marie Norman.

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally Known: ☐ OR Produced Identification: ☒

Type of Identification Produced: FL Driver's License



Debra M. Morton

Signature - Witness #1

Debra M. Morton

Print Name

Signature - Witness #2

James A. Myers

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

Michael David Kemp
Michael David Kemp

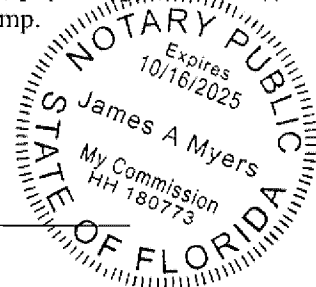
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of November, 2022, by Michael David Kemp.

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally Known: ☐ OR Produced Identification: ☒

Type of Identification Produced: FL Driver's License



Prepared by and return to:

James A Myers, Esq.
Bowen & Schroth, P.A.
600 Jennings Avenue
Eustis, FL 32726
File No.: RE-20-199

Parcel Identification Number: 31-20-25-0004-000-02800 and 31-20-25-0004-000-02400

TRUSTEE'S DEED

THIS TRUSTEE'S DEED is made this 18th day of November, 2022,

BY Ray Kemp, individually and as Trustee of the Ray Kemp Trust Agreement dated October 10, 1990, whose address is 7124 County Road 48, Yalaha, FL 32787 ("**Grantor**"),

TO TLC Hodges Reserve, LLC, a Florida Limited Liability Company, whose address is 605 Commonwealth Avenue, Orlando, FL 32803 ("**Grantee**").

[The terms "Grantor" and "Grantee" as used herein shall include all the parties to this instrument and their respective and collective heirs, legal representatives and assigns (if individuals), and successors and assigns (if corporations or business entities)]

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00 USD) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and conveys unto Grantee all that certain land situate in Lake County, Florida more particularly described as follows:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS LEGAL DESCRIPTION DESCRIBED IN OFFICIAL RECORDS BOOK 1021, PAGE 1349, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALSO, THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4. ALL LOCATED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY, FLORIDA, BY QUITCLAIM DEED RECORDED IN O.R. BOOK 158, PAGE 341, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Subject to real property taxes for 2023 and subsequent years and further subject to easements, restrictions, reservations, and mortgages of record, if any; provided, however, that this reference shall not serve to reimpose any void or lapsed easements, restrictions, reservations, or mortgages.

TO HAVE AND TO HOLD the same, together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto belonging or in anywise appertaining, in fee simple forever.

Grantor hereby covenants with Grantee that Grantor has good, right and lawful authority to sell and convey the property, and Grantor will defend the title against all lawful claims of all persons claiming by, through or under Grantor, but against none other.

Grantor warrants that at the time of this conveyance, the property described herein is not Grantor's homestead within the meaning set forth in the Florida Constitution, nor is it contiguous to or a part of Grantor's homestead property. Grantor's residence and homestead is located at 7124 County Road 48, Yalaha, FL 32787.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Debra M. Morton
Signature - Witness #1

Debra M. Morton
Print Name

James A. Myers
Signature - Witness #2

James A. Myers
Print Name

Debra M. Morton
Signature - Witness #1

Debra M. Morton
Print Name

James A. Myers
Signature - Witness #2

James A. Myers
Print Name

STATE OF FLORIDA
COUNTY OF LAKE

Ray Kemp
Ray Kemp

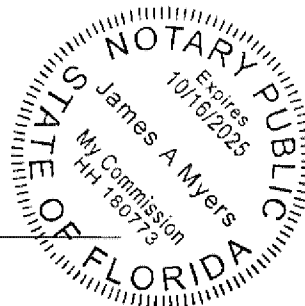
Ray Kemp Trust Agreement dated October
10, 1990

By: Ray Kemp
Ray Kemp, Trustee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of November, 2022, by Ray R. Kemp, individually and as Trustee of the Ray Kemp Trust Agreement dated October 10, 1990.

James A. Myers
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: 6 OR Produced Identification: _____
Type of Identification Produced: _____



This instrument prepared by
and should be returned to:
Bogin Munns & Munns, P.A.
1000 Legion Place
10th Floor
Orlando, Florida 32801
File: 2202310

Parcel ID #: 32-20-25-0003-000-00900

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed effective as of this 11th day of March, 2022 by J & R GROVES, LLC, a Florida limited liability company, whose address is 1000 Legion Place, Suite 1000, Orlando, Florida 32804 (hereinafter referred to as the "Grantor") to TLC HODGES RESERVE, LLC, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803 (hereinafter collectively referred to as the "Grantee");

W I T N E S S E T H:

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 those certain pieces, parcels or tracts of land situated in Lake County, Florida more particularly described as follows:

The Southwest 1/4 of the Southwest 1/4 and the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 20 South, Range 25 East, Lake County, Florida, LESS the South 25 feet thereof for road right of way.

TOGETHER WITH all improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property (all of the foregoing being hereinafter referred to as the "Subject Property");

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 easements, restrictions and other matters of record, this reference to which shall not act to reimpose same, and taxes and assessments for the year 2022 and thereafter which are not yet due and payable.

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

J&R GROVES, LLC, a Florida limited liability company

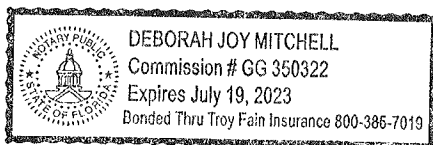
Deborah Mitchell
Name: Deborah Mitchell

By: [Signature]
Spencer R. Munns, Esq,
as Authorized Signatory

Mary F. Jonas
Name: Mary F. Jonas

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me ✓ in person, or online, this 10 day of March, 2022 by SPENCER R. MUNNS, ESQ, as Authorized Signatory of J&R Groves, LLC, a Florida limited liability company. By means of ✓ physical presence or online notarization. He is ✓ personally known to me or has produced as identification.



Name: Deborah Joy Mitchell
Notary Public
My Commission Expires: July 19, 2023

**This instrument was prepared
by and upon recording should
be returned to:**

Fidelity National Title Insurance Company
Attn: Sam Sobering, SVP
2400 Maitland Center Parkway, Suite 200
Maitland, FL 32751
407-645-1070

Parcel Identification Number(s):
0521250001-000-00100

[Space above this line for Recorder's use.]

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 29th day of April, 2022, by **JESSERINE BARCLAY ANTHONY**, individually, and as Trustee of the **JESSERINE B. ANTHONY REVOCABLE TRUST DATED APRIL 9, 1999** (the "Grantor"), whose mailing address is 21 Half Penny Court, Sugar Land, Texas 77479, to and in favor of **TLC DR HOLDINGS, LLC**, a Florida limited liability company (the "Grantee"), whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and quit-claim unto the Grantee, its successors and assigns, all of Grantor's right, title, estate, interest, claim, and demand which the Grantor has in and to the following described property lying and being in the County of Lake, State of Florida:

**The West 3/4 of Government Lot 2 and all of Government Lot 3, all lying in
Section 5, Township 21 South, Range 25 East, Lake County, Florida.**

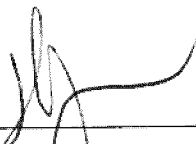
TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunder belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

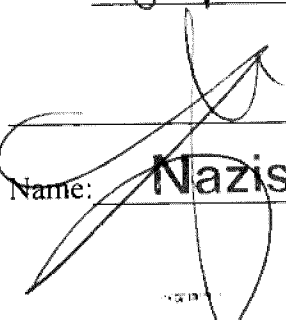
SIGNATURE WITNESSED BY:

GRANTOR:

JESSERINE BARCLAY ANTHONY,
individually, and as Trustee of the
JESSERINE B. ANTHONY REVOCABLE
TRUST DATED APRIL 9, 1999


Name: Rachel Johnson

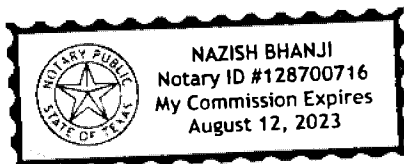

JESSERINE BARCLAY ANTHONY


Name: Nazish Bhanji

STATE OF TexasCOUNTY OF Fort Bend

The foregoing instrument was acknowledged before me by means of 9 physical presence or £ online notarization, this 28 day of April, 2022, by JESSERINE BARCLAY ANTHONY, individually, and as Trustee of the JESSERINE B. ANTHONY REVOCABLE TRUST DATED APRIL 9, 1999, personally and for and on behalf of said Trust, who is £ personally known to me, or £ produced Photo ID, as identification.

AFFIX NOTARY STAMP



Signature of Notary Public
(Print Notary Name) Nazish Bhanji

My Commission Expires: 08/12/2023

Commission No.: 128700716

Type of Identification Produced: TX Driver's License

**This instrument was prepared
by and upon recording should
be returned to:**

Fidelity National Title Insurance Company
Attn: Sam Sobering, SVP
2400 Maitland Center Parkway, Suite 200
Maitland, FL 32751
407-645-1070

Parcel Identification Number(s):
0521250001-000-00100

[Space above this line for Recorder's use.]

TRUSTEE'S SPECIAL WARRANTY DEED

THIS TRUSTEE'S SPECIAL WARRANTY DEED is made this 29th day of April, 2022, by **JESSERINE BARCLAY ANTHONY**, individually, and as Trustee of the **JESSERINE B. ANTHONY REVOCABLE TRUST DATED APRIL 9, 1999** (the "Grantor"), whose mailing address is 21 Half Penny Court, Sugar Land, Texas 77479, to and in favor of **TLC DR HOLDINGS, LLC**, a Florida limited liability company (the "Grantee"), whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, all that certain real property lying and being in the County of Lake, State of Florida, as more particularly described on Exhibit "A" hereto and made a part hereof (the "Property");

SUBJECT TO all covenants, conditions, restrictions, reservations, limitations, easements, matters of record and rights-of-way, if any, but this provision shall not operate to re-impose the same; and taxes and assessments for the current year and subsequent years.

TOGETHER WITH all of the tenements, hereditaments, improvements, appurtenances, rights, easements and rights-of-way belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Property; and (3) that Grantor does hereby agree to warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

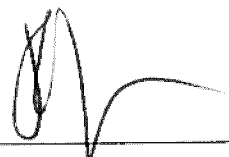
GRANTOR further covenants, affirms, and attests that Jesserine Barclay Anthony is a single (non-married) woman, and that the Property is not, and has never been, declared as Grantor's homestead property.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

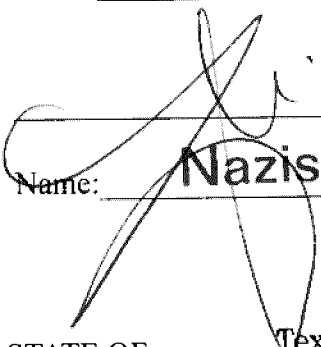
SIGNATURE WITNESSED BY:

GRANTOR:

JESSERINE BARCLAY ANTHONY,
individually, and as Trustee of the
JESSERINE B. ANTHONY REVOCABLE
TRUST DATED APRIL 9, 1999


Name: Rachel Johnson


JESSERINE BARCLAY ANTHONY

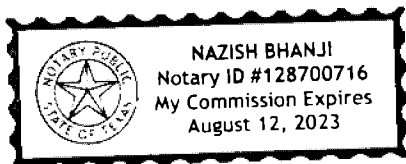

Name: Nazish Bhanji

STATE OF Texas

COUNTY OF Fort Bend

The foregoing instrument was acknowledged before me by means of physical presence or £ online notarization, this 28 day of April, 2022, by JESSERINE BARCLAY ANTHONY, individually, and as Trustee of the JESSERINE B. ANTHONY REVOCABLE TRUST DATED APRIL 9, 1999, personally and for and on behalf of said Trust, who is £ personally known to me, or £ produced photo ID, as identification.

AFFIX NOTARY STAMP



Signature of Notary Public
(Print Notary Name)

Nazish Bhanji

My Commission Expires: **08/12/2023**

Commission No.: **128700716**

Type of Identification Produced: **TX Driver's License**

EXHIBIT "A"

LEGAL DESCRIPTION

The West 3/4 of Government Lot 2 and all of Government Lot 3, all lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida, less and except the North 33' thereof for road right-of-way.

NOTICE OF PUBLIC HEARING
City Council of the City of Leesburg, Florida
Petition to Establish the Dewey Robbins Community Development District

DATE: _____, 2024
TIME: 5:30 p.m.
LOCATION: Leesburg 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 Council of the City of Leesburg on _____, 2024 at 5:30 p.m. in the Leesburg City Hall, Third Floor Commission Chambers, 501 West Meadow Street, Leesburg, Florida, to consider an ordinance filed by TLC Hodges Reserve, LLC ("Petitioner") to establish the "Dewey Robbins Community Development District" (the "District"). The title of the proposed Ordinance is as follows:

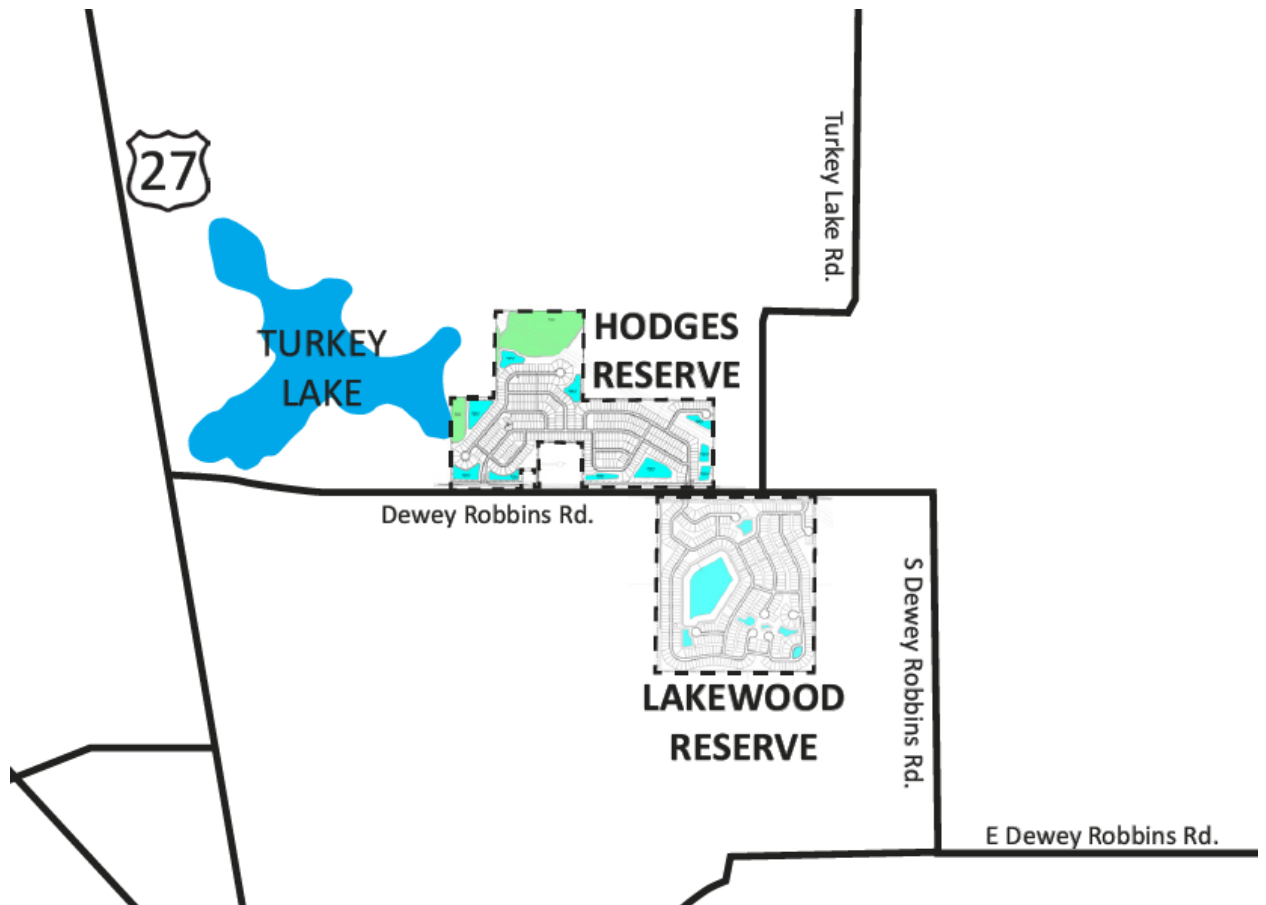
**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE
DEWEY ROBBINS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO
CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER
OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD
OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET;
PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR
MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

The proposed District is comprised of approximately 281.821 acres, more or less, generally located east of U.S. Highway 27 and bisected by Dewey Robbins Road. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including but not limited to, sanitary sewer collection system, water distribution system, reuse water, master stormwater management system, electrical service system, onsite and offsite public roadway improvements, offsite public utility improvements, landscape, irrigation, and hardscape improvements, and other infrastructure.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, City Hall, 501 W. Meadow Street, Leesburg, Florida 34748, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the proposed Ordinance. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Council 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 ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based. The City of Leesburg does not provide a written verbatim record.

In accordance with the Americans with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Human Resources Department, ADA Coordinator at (352) 728-9740 no later than 48 hours in advance of the proceeding. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: February 12, 2024

From: Dan Miller, (Planning and Zoning Director), Melissa Medders, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing PSC (Pine Street Commercial) zoning, on approximately 0.16 +/- acres to allow for an office use for a property generally located north of Pine Street and east of Childs Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PDO CDC Offices on Pine Street)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing PSC (Pine Street Commercial) zoning, to allow for an office use.

Analysis:

A Planned Development Overlay (PDO) allows an additional use or uses but keeps the underlying zoning district. PDOs are a tool for adding appropriate uses, where applicable, with the appropriate conditions.

The project site is approximately 0.16 +/- acres, and is generally located north of Pine Street and east of Childs Street as shown on the attached maps. At this time, the property is developed with an existing vacant residential/hotel. The proposal will allow for an office use. Uses in this area include commercial, medical, multifamily and single family residential, medical, hospital, and the City of Leesburg.

The Planning Commission held a public hearing on the application on December 14, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the request for a Planned Development Overlay on the subject property; or
2. Other action as the Commission may choose.

Fiscal Impact:

A small positive fiscal impact will result from the creation of new jobs and businesses at this location.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY), WITH A WAIVER FROM SECTION 25-282 (A) (1) PDO FIVE-ACRE MINIMUM, TO THE EXISTING PSC (PINE STREET COMMERCIAL) ZONING, ON APPROXIMATELY 0.16 +/- ACRES TO ALLOW FOR AN OFFICE USE FOR A PROPERTY GENERALLY LOCATED NORTH OF PINE STREET AND EAST OF CHILDS STREET, LYING IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PDO CDC OFFICES ON PINE STREET)

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

Section 1.

Based upon the petition of the Community Development Corporation of Leesburg, 314 South Canal Street, Leesburg Florida, 34748, (John Christian (Agent) 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 PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1), PDO five-acre requirement, to allow an office use on said property located in Lake County Florida, is hereby added to the existing City of Leesburg PSC (Pine Street Commercial) zoning, 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 by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

The East 165 feet of Lot 9, in J.W. Lee's Subdivision of Lots 9 and 10 of Block 57, according to the Official Plat of the City of Leesburg, Florida as recorded in Plat Book 2, Page 19, of the Public Records of Lake County, Florida.

410 Pine Street (Offices)
PLANNED DEVELOPMENT OVERLAY CONDITIONS
In an R-3 (High Density Residential) Zoning District
December 14, 2023

These Planned Development Conditions for a PDO (Planned Development Overlay) District, with a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1) (PDO five acre minimum), are granted by the City of Leesburg, Florida to **Community Development Corporation**, whose address is **314 South Canal Street, Leesburg, Florida 34748, "Permittee" (John H. Christian, Community Development Corporation, 314 South Canal Street, Leesburg, Florida 34748, Petitioner/Agent)** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high-quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district, with waiver from Section 25-282 (a) (1), on an approximately 0.16-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned R-3 (High Density Residential), with a Future Land Use designation of General Commercial. The property has one office/commercial building. The purpose is to utilize the property for offices.

REQUEST

1. Add a Planned Development Overlay (PDO) to an R-3 (High Density Residential) zoning to permit an office use in a General Commercial Future Land Use district.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **Community Development Corporation**, whose address is **314 South Canal Street, Leesburg, Florida 34748, "Permittee" (John H. Christian, Community Development Corporation, 314 South Canal Street, Leesburg, Florida 34748, Petitioner/Agent)** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located north of Pine Street, east of Childs Street, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. **LAND USES**

The above-described property shall be used for R-3 (High Density Residential) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. **Uses**

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Aerial Map, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the R-3 (High Density Residential).
 - b. Office uses, including general, professional and medical.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the R-3 (High Density Residential) zoning district.

4. **SITE ACCESS**

- A. Existing access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the R-3 (High Density Residential) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

- D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein 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 Planned Development Overlay Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.
- G. On December 14, 2023, the Planning Commission has granted a waiver from City of Leesburg Code of Ordinances Section 25-282 (a) (1), which requires a subject property with minimum of five (5) acres of continuous land for a Planned Development Overlay.

LEGAL DESCRIPTION
PUD-23-511

EXHIBIT B
(from Warranty Deed)

The East 165 feet of Lot 9, in J.W. Lee's Subdivision of Lots 9 and 10 of Block 57, according to the Official Plat of the City of Leesburg, Florida as recorded in Plat Book 2, Page 19, of the Public Records of Lake County, Florida.





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: December 14, 2023
OWNER: Community Development Corporation of Leesburg, Inc.
PETITIONER: John Christian, Community Development Corporation of Leesburg, Inc.
PROJECT: CDC Offices on Pine Street (410 Pine Street)
CASE NO.: PUD-23-511

REQUEST

1. Add a Planned Development Overlay (PDO) to an R-3 (High Density Residential) zoning to permit an office use in a General Commercial Future Land Use district.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

As provided in Chapter 25-280, the R-3 (High Density Residential) zoning district does not permit office uses. However, in this particular location and circumstance, an office use is compatible with the surrounding uses and does not pose or create a detriment to the surrounding properties. In addition, as the structure appears to be originally built as a transitory use, i.e., a hotel, the activity created through the transition of the building into office uses would allow an economic benefit to the neighborhood by creating new employment opportunities.

As currently zoned, rezoning the underlying R-3 (High Density Residential) zoning district, or changing the General Commercial Future Land Use category would constitute a “spot zoning” or an inconsistent land use amendment, creating a potential incompatibility with the City’s Future Land Use Element.

Thus, in determining a solution to the use of the building in a manner consistent with the neighborhood, the creation of job opportunities, and adaptively reusing an existing structure, staff determined that the use of a Planned Development Overlay (PDO) with a waiver of the minimum five (5) acre requirement for a PDO would solve the issue and allow an appropriate adaptive reuse of the structures, and maintain compatibility with the City’s Comprehensive Plan.

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request on the subject property for the addition of a Planned Development Overlay, with request for waiver from Section 25-282(A)(1), is compatible with the existing zoning district of R-3 (High Density Residential), and the surrounding zoning districts including PSC (Pine Street Commercial) and P (Public).

2. There is no change proposed to the Future Land Use designation of General Commercial. The proposed request for the addition of a Planned Development Overlay, with request for waiver from Section 25-282(A)(1), is compatible with the current surrounding Future Land Use designations, including General Commercial, Transitional, and Institutional.
3. The addition of the proposed Planned Development Overlay, with the waiver from Section 25-282(A)(1), will allow for an office consistent with the surrounding land uses of the surrounding properties, while maintaining the existing Zoning and Future Land Use designation.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development, and is therefore consistent with the residential use compatibility requirement in the City of Leesburg Comprehensive Plan, Future Land Use Element, B. 1. (i) *General Commercial*.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a R-3 (High Density Residential) zoning, with the request for a waiver from Section 25-282(A)(1), and forward this recommendation to the City Commission for consideration

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

DATE: November 20, 20203
OWNER: Community Development Corporation of Leesburg, Inc.
PETITIONER: Community Development Corporation of Leesburg, Inc.
PROJECT: CDC Offices on Pine Street
REQUEST: Planned Development Overlay to allow for Offices
CASE NO.: PUD-23-511

GENERAL LOCATION: North of Pine Street and East of Childs Street.

FUTURE LAND USE DESIGNATION: General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North	–	Transitional
South	–	Institutional; General Commercial
East	–	Transitional
West	–	General Commercial; Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North	–	PSC (Pine Street Commercial); P (Public); R-3 (High Density Residential)
South	–	PSC (Pine Street Commercial); P (Public)
East	–	R-3 (High Density Residential)
West	–	PSC (Pine Street Commercial); P (Public)

PROPOSED ZONING DESIGNATION: PDO (Planned Development Overlay)

EXISTING LAND USE: Vacant Institutional

SURROUNDING LAND USE:

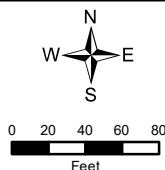
North	–	City of Leesburg; Multifamily Residential; Commercial; Vacant Commercial
South	–	Medical; Hospital
East	–	Single Family Residential; Vacant Residential; Museum
West	–	City of Leesburg; Medical

PROPOSED LAND USE: Offices

Aerial



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

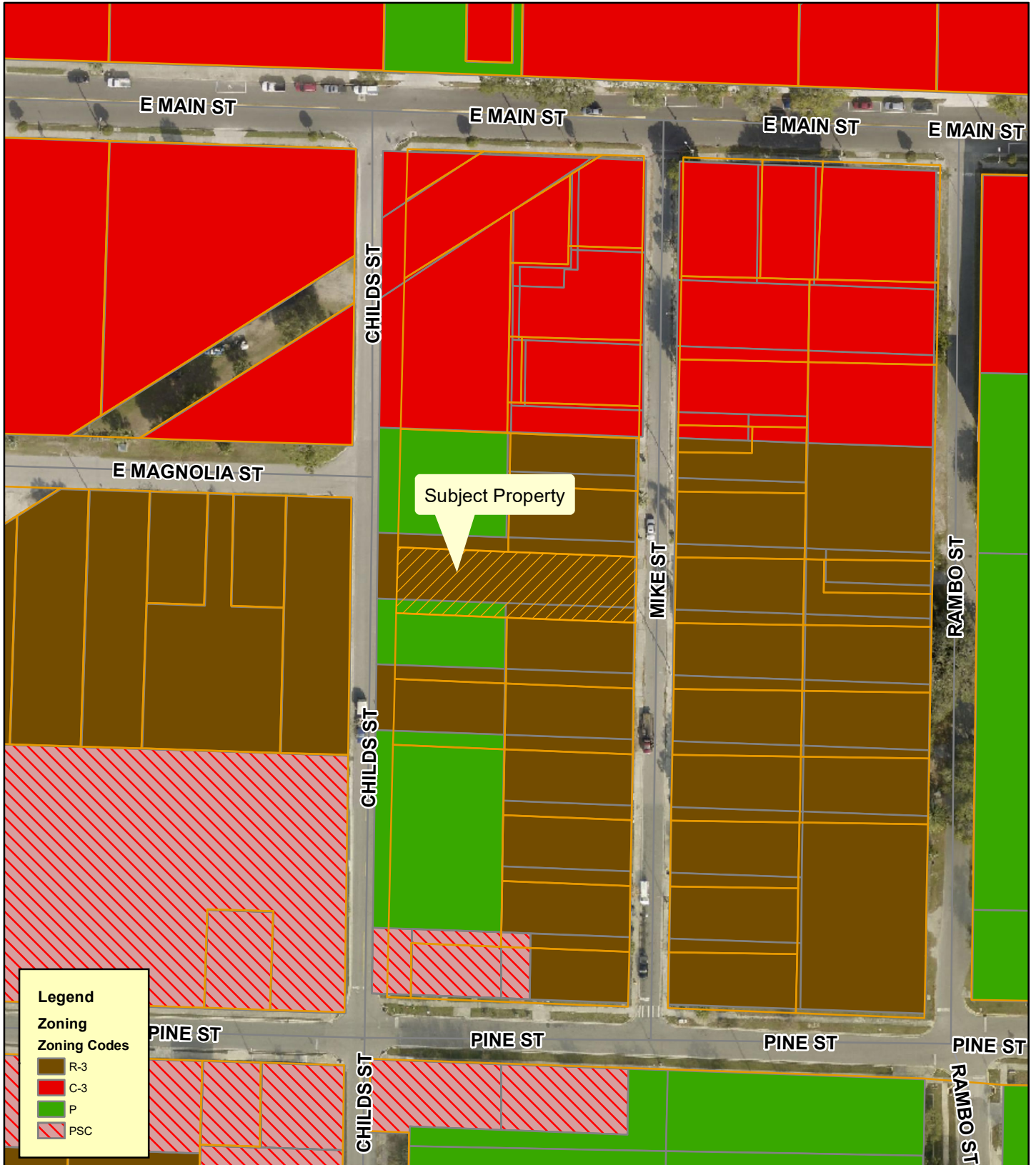
207 Mike Street

AK #1231361

Section 25, Township 19 South, Range 24 East

January 9, 2024

Zoning



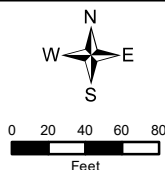
Legend

Zoning Zoning Codes

- R-3
- C-3
- P
- PSC



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

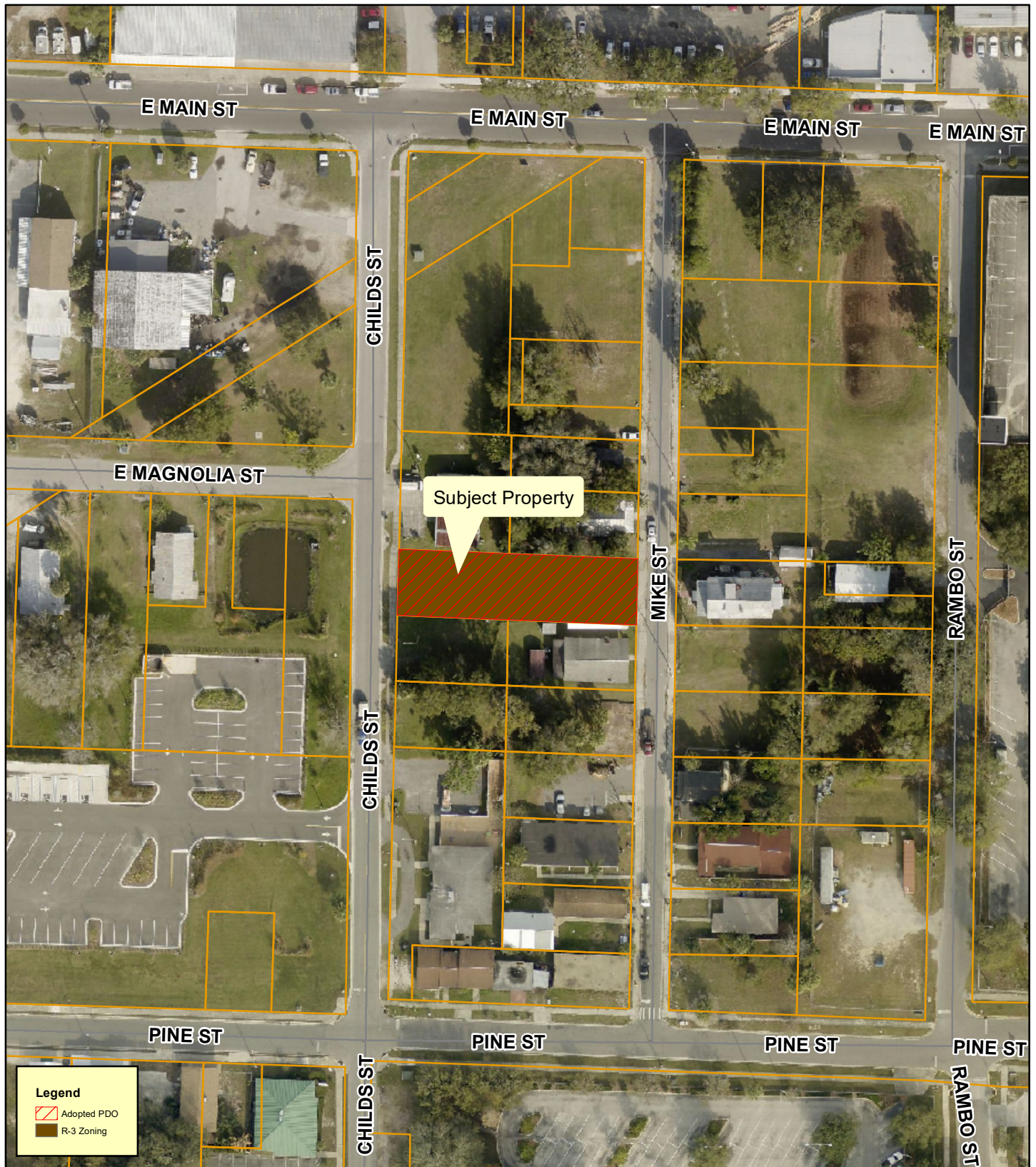
207 Mike Street

AK #1231361

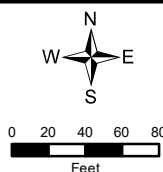
Section 25, Township 19 South, Range 24 East

January 9, 2024

Adopted Planned Development Overlay



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

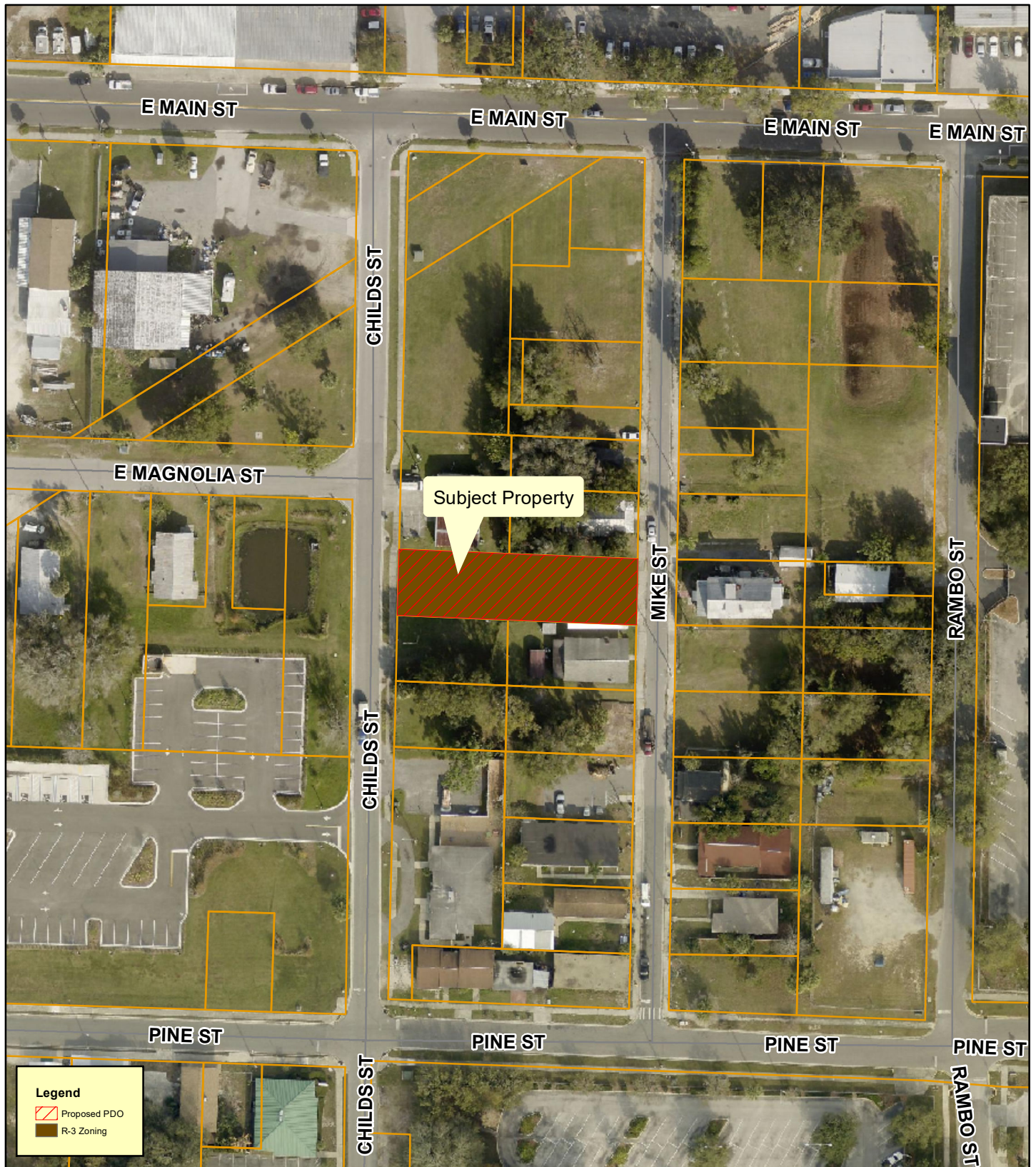
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AK #1231361

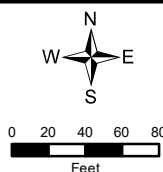
Section 25, Township 19 South, Range 24 East

January 9, 2024

Proposed Planned Development Overlay



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

207 Mike Street

AK #1231361

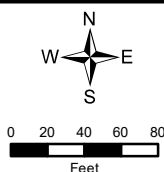
Section 25, Township 19 South, Range 24 East

January 9, 2024

Surrounding Land Uses

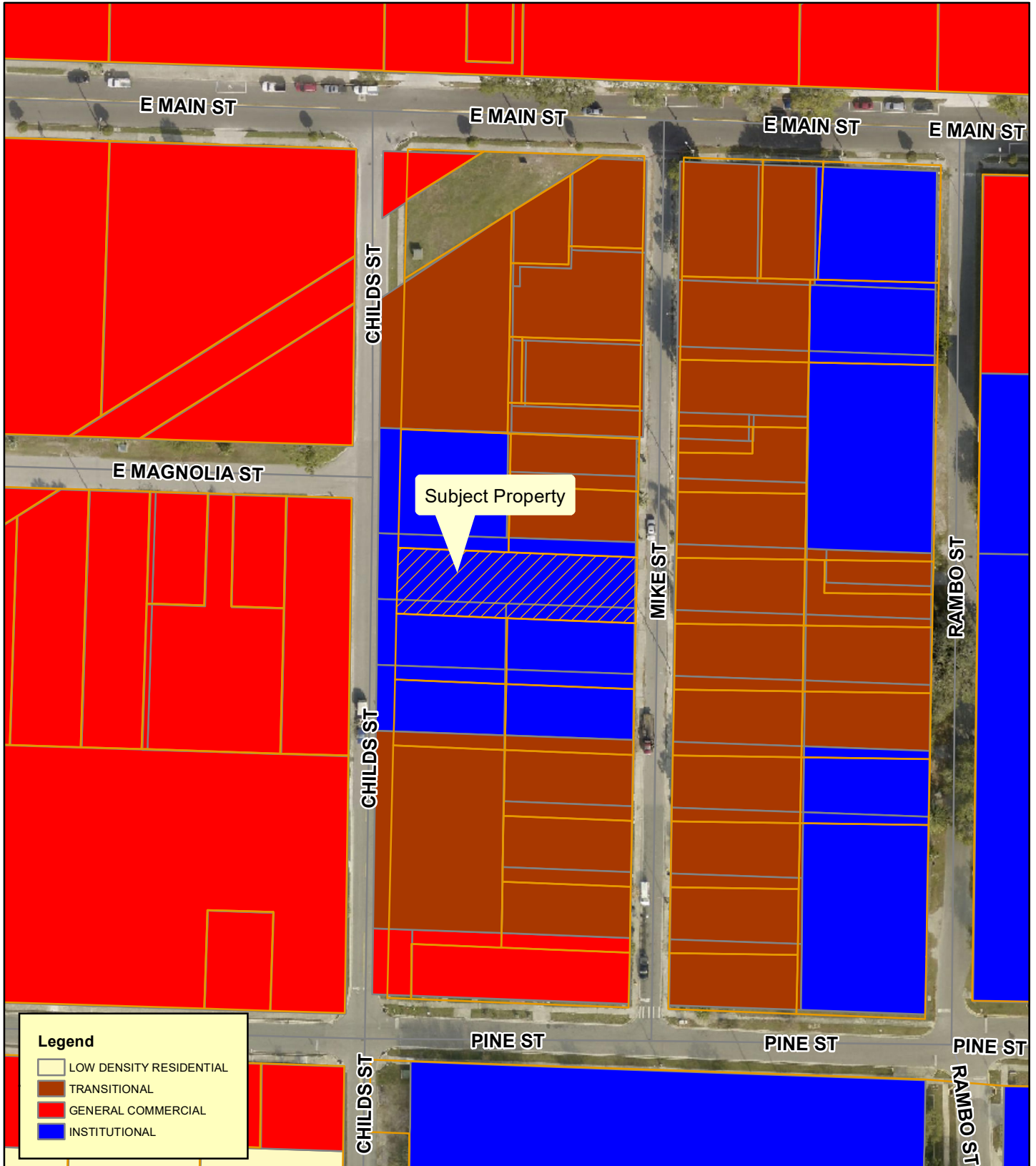


**Planning
& Zoning
Division**

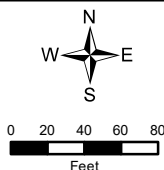


CDC Office Mike Street PDO
PUD-23-592
207 Mike Street
AK #1231361
Section 25, Township 19 South, Range 24 East
January 9, 2024

Future Land Use



**Planning
& Zoning
Division**

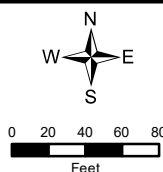


CDC Office Mike Street PDO
PUD-23-592
207 Mike Street
AK #1231361
Section 25, Township 19 South, Range 24 East
January 9, 2024

Community Redevelopment Area

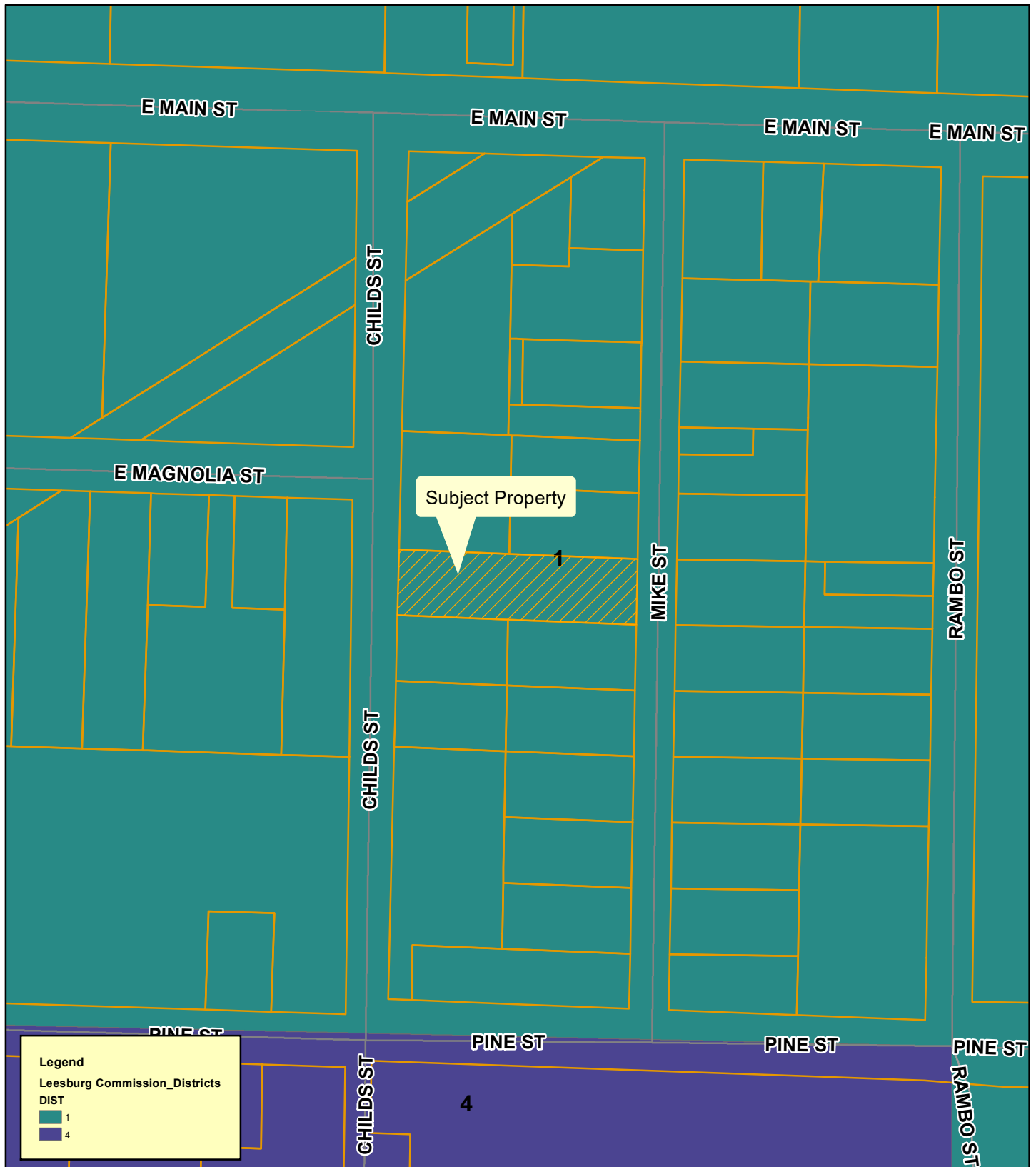


**Planning
& Zoning
Division**

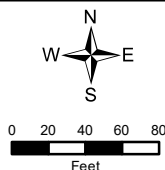


CDC Office Mike Street PDO
PUD-23-592
207 Mike Street
AK #1231361
Section 25, Township 19 South, Range 24 East
January 9, 2024

Commission District



**Planning
& Zoning
Division**



CDC Office Mike Street PDO

PUD-23-592

207 Mike Street

AK #1231361

Section 25, Township 19 South, Range 24 East

January 9, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: February 12, 2024

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida establishing the special events venue area for the Annual Leesburg Bikefest event, taking place April 26-28, 2024; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission approve the attached proposed special events venue area map for the Annual Leesburg Bikefest event.

Analysis:

The City of Leesburg Commission approved the Special Event Division of the Recreation Department to host the Annual Leesburg Bikefest from April 26-28, 2024. Per Section 26-2-(b) Special event permit required, City of Leesburg Code of Ordinances, The City Manager or designee is authorized to determine the special event venue. The city manager or designee shall set reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety, and welfare. The special event venue for all major special events with an expected attendance level of thirty thousand (30,000) participants or more shall be established or amended by resolution by the city commission. The three-day attendance of the event is projected to be as high as 200,000 participants. To comply with the above referenced code and to better plan the logistical and emergency services for the event, it is recommended that the City Commission establish this official special event venue area for the event.

The proposed venue area includes the highlighted areas of the Bikefest Boundary Map identified as Exhibit A. The proposed event venue area is unchanged from previous Bikefest venue areas. As in previous years, the boundary outlined in white, is an area solely for the use of contracted shuttles. The extended area does not include any type of vendor other than contracted shuttles. The City Special Event Committee (SEC) received, and is in continual discussions regarding the event.

As a Point of Information

Bikefest 2024 is the first being organized and managed by the City of Leesburg. In the past, the Commission has completed two actions to permit the Partnership to host the event - (1) Approval of the "Event Area" because the event is larger than 30,000 people and (2) Approve a repayment agreement which caused local businesses to pay \$2.50 per square foot to the event "organizer" if they sold products outside their business facility. Staff is assuming, based on public discussion, that the Commission favors

an event that promotes local business commerce. If this is the route the Commission would like to take, there is no requirement for a repayment.

Procurement Analysis:

N/A

Options:

1. Approve the proposed special event venue area map as identified as Exhibit A; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated from this action.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ESTABLISHING THE SPECIAL EVENTS VENUE AREA FOR THE
ANNUAL LEESBURG BIKEFEST EVENT, TAKING PLACE APRIL 26-28,
2024; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Leesburg Bikefest is an annual major special event being held in the City of Leesburg on April 26-28, 2024; and

WHEREAS, as many as 200,000 attendees from the City of Leesburg, Lake County and all across the country will be attending the event; and

WHEREAS, per the revision in Chapter 26 - Special Events of the Leesburg Code of Ordinances that requires the City Commission to establish a special events venue area for any special event with an expected attendance of 30,000 or more participants; and

WHEREAS, in order to enable the City of Leesburg, Lake County and the State of Florida to properly provide logistical and emergency services to ensure the safety and well-being of the event's attendees; and

WHEREAS, the City Commission of the City of Leesburg recognizes the need to establish an event boundary area to assist in the provision of the aforementioned requirements and services for the annual Leesburg Bikefest event.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Leesburg, Florida:

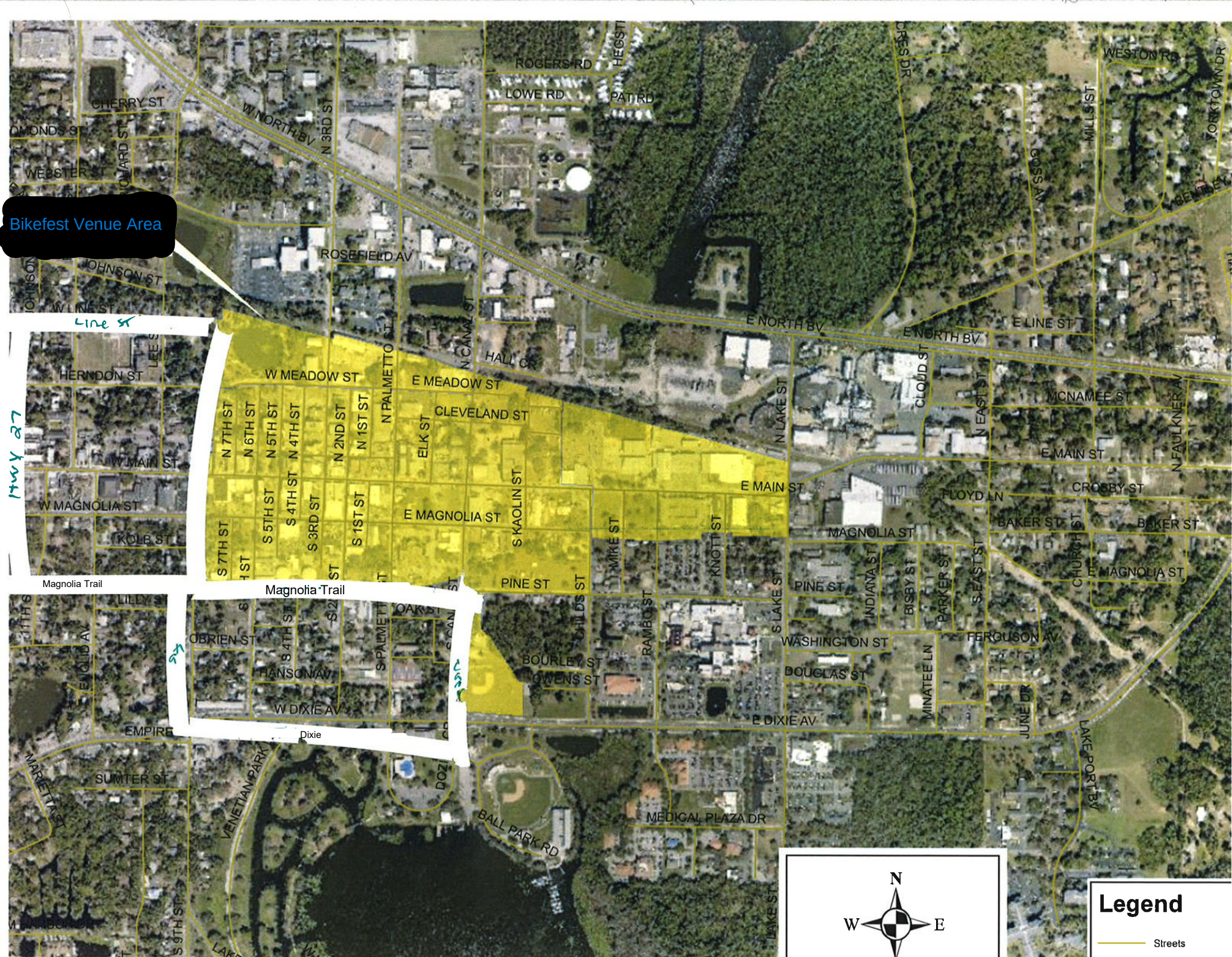
THAT the City of Leesburg does hereby establish the official special event venue area for the Annual Leesburg Bikefest as shown on Attachment A.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of February 2024.

Mayor

ATTEST:

City Clerk



Bikefest Venue Area

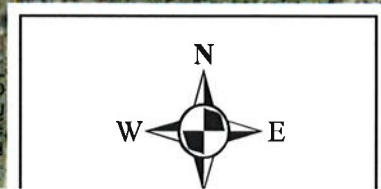
Line St

July 27

Magnolia Trail

Magnolia Trail

Dixie



Legend

Streets