

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, APRIL 22, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Municipal Clerks Week

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held April 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 an Agreement for a

security access control system installation and configuration services with SourceLink Communications, Inc; and providing an effective date.

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida Establishing a rent increase for the Mispah Simmons Apartment Compex; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, approving an amendment to the development restriction covenant established in the warranty deed recorded on June 15, 1962, in O.R. Book 205, Page 318, Public Records of Lake County, Florida, to allow construction of buildings or other improvements on certain real property located at College Drive and U.S. Highway 441 provided such buildings and improvements do not cause an airport hazard and are allowable under applicable rules and regulations of the United States Department of Transportation, Federal Aviation Administration; authorizing the Mayor and City Clerk to execute the amendment; authorizing recording in the public records; and providing for an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2023-24 Budget for the Capital Projects and Police Forfeiture Funds for the Second Quarter; 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, in accordance with the Special Magistrate's recommendation pursuant to the Sunnyside Lake Landing Holding, LLC, and Cenizo Ventures Florida, LLC v. City of Leesburg, dated January 15, 2024, rezoning approximately 120.5 +/- acres, from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for 150 detached single family residential dwelling units on a property located south of U.S. Highway 441 and west of Sunnyside Drive as legally described in Sections 29 and 32, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside/Magistrate PUD)**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, amending and restating**

- Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, and as further amended by Ordinance No. 20-14; providing a short title, providing findings and intent; granting certain non-exclusive Franchises to Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, Okeehumkee Water Conservation Authority, LLC, and their successors and assigns (Each a Franchise, and sometimes collectively referred to herein as the "Franchisees"); a Franchise period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchises shall operate; providing for conflict and severability; and providing an effective date.**
- 2. An Ordinance of the City of Leesburg, Florida, providing a short title; providing findings and intent; granting a non-exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns ("Franchisee"); a franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchise shall operate; providing for conflict and severability; and providing an effective date.**
 - 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 4.72 +/- acres from Low Density Residential and Industrial to Low Density Residential, for a property generally located east of Flatwoods Road and west of South Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Southwinds Phase III SSCP)**
 - 4. 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 10.08 +/- acres from Institutional to General Commercial, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons SSCP)**
 - 5. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 10.08 +/- acres from P (Public) to PUD (Planned Unit Development) to allow for commercial uses, including restaurant, retail, and indoor storage, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons PUD)**

6. **An Ordinance of the City of Leesburg, Florida, vacating a 7,367 square foot portion of Park Avenue generally located between West Meadow Street and the City's Fountain Lake Bike Trail, as shown on the Official Map of the City of Leesburg, Florida, recorded in Plat Book 2, Page 19, of the Public Records of Lake County, Florida; and providing an effective date. (Beacon College)**
7. **An Ordinance of the City of Leesburg, Florida, Request for a Chapter 163 Florida Statutes Development Agreement amendment for The Villages of West Lake Area A, to incorporate the property known as Secret Promise with other adjacent properties; to update the agreement to reflect year and remove information no longer needed; to clarify the definition of VLC (Villages Land Company) to include the affiliates of VLC; to add references to community support districts which allow non-age restricted residential uses; to incorporate and update the provisions that were contained in Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and amendments will be terminated when this Chapter 163 Florida Statutes Agreement amendment is completely and fully executed; to update the agreement to reflect the current requirements in Florida Statutes for Chapter 163 Agreements; this request does not include changes to population density, building height or intensity; for a property generally located north and south of the Florida Turnpike, west of County Road 48, and east of the Sumter County line, as legally described in Sections 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, and 32, Township 20 south, Range 24 east, Lake County, Florida; and providing an effective date. (VOWL Chapter 163 Agreement Amendment Area A)**
8. **An Ordinance of the City of Leesburg, Florida, Request for a Chapter 163 Florida Statutes Development Agreement Amendment for The Villages of West Lake Area B, to update the agreement to reflect year and remove information no longer needed; to clarify the definition of VLC (Villages Land Company) to include the affiliates of VLC; to add references to community support districts which allow non-age restricted residential uses; to incorporate and update the provisions that were contained in Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and amendments will be terminated when this Chapter 163 Florida Statutes Agreement Amendment is completely and fully executed; to update the agreement to reflect the current requirements in Florida Statutes for Chapter 163 Agreements; this request does not include changes to population density, building height or intensity; for a property generally located north and south of the Florida Turnpike, west of County Road 48, and east of the Sumter County line, as legally described in Sections 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, and 32, Township 20 south, Range 24 east, Lake County, Florida; and providing an effective date. (VOWL Chapter 163 Agreement Amendment Area B)**

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of January 2024

B. Financial Reports as of February 2024

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 8, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, April 8, 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 Alan Reisman
Mayor Jimmy Burry

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

INVOCATION

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. Leesburg High School Girls Weightlifting Team State Championship

Mayor Burry read a proclamation proclaiming the exemplary sportsmanship and outstanding athletic accomplishments of the 2023-24 Leesburg High School "Lady Lifters" Girls Weightlifting Team. He urged all citizens of Leesburg to applaud their remarkable achievements, thanking them for being exceptional ambassadors for our city. He wished them continued success in the upcoming years. Go Jackets!

Several Lady Lifters and the coach were present to accept the Proclamation.

B. Arbor Day

Mayor Burry read a proclamation proclaiming Friday, April 26, 2024, as Arbor Day in the City of Leesburg. He encouraged all citizens to support efforts to protect our trees and woodlands. He further urged our residents to plant trees to gladden the heart and promote the well-being of this and future generations. The proclamation was accepted by Public Works Director Cliff Kelsey.

3. PRESENTATIONS:

A. September 30, 2023 CAFR Review by MSL

Before continuing with the presentation, Mayor Burry informed the public that item 5.B.1 had been pulled from the agenda. The staff received some new information, and we do not want to talk about this item until we have all the information.

Finance Director (FD) Williams introduced Joel Knopp of MSL CPA Firm. He was there to report the findings of the city's 2023 audit.

Joel Knopp of MSL CPA Firm said it was a pleasure to be here. He wanted to present highlights from the audit that was recently concluded for the fiscal year ending September 30, 2023. Included in the packet was a letter that went through the details of the findings. He wanted to highlight a couple of items under communications. First, it is the responsibility as auditors to audit the financial statements of the city under generally accepted auditing standards as well as government audit standards. They also look at the Florida rules of the auditor general as well as the uniform guidance which governs the city's federal grants. There is a lot of compliance that goes into this audit to review compliance as well as looking at internal controls over financial reporting. Management's responsibility is to maintain effective internal controls. They do come in and check it, but it is management's responsibility to make sure that those processes are consistently followed throughout the year. We received representation at the conclusion of the audit and management provided all the information requested. The Finance Director was responsible and assigned to oversee the audit. He was pleased to report that the audit schedule went as planned. The deadline for the city to submit its financial report to the Government Finance Officers Association was March 31st. He was happy to be here presenting it, and it was completed on time.

Referring to a slideshow presentation, he said the opinion of the financial statements are found on pages 14-16, and that was an unmodified opinion, which means it was a clean opinion that the statements were presented in accordance with generally accepted accounting principles. At the back of the document are reports on the compliance and internal controls. The report under government audit standards is on page 230-231, and there were no internal control findings, weaknesses or deficiencies. That report was clean. He pointed out one federal grant that was required to be reviewed. It was a major program, meaning they had to test it very specifically on internal controls over compliance and whether the city was in compliance with the requirements of the grant. That was the coronavirus grant for state and local fiscal recovery funds that the city is still spending down. That report was clean; no compliance findings or internal control issues were noted. The last two reports relate to the Florida Auditor General requirements, independent accountants' report on investment compliance, and the auditor's management letter that covers a variety of topics. Those reports were clean as well. There were a few financial highlights to cover. The citywide analysis looks at the city's financial statements from a full accrual perspective. It includes the long-term liabilities of the city as well as the capital assets. There were no significant concerns there. The net-investment and capital assets continue to grow for both governmental and business-type activities as the city continues to put more money into capital investments. Unrestricted is really the discretionary net position. It is negative for governmental activities due to long-term pensions and other post-employment benefit obligations. However, that is looking at it in a very long-term perspective. There were no concerns from a short-term or annual operating perspective. With business type activities, they continue to show good profit at 12.9 million in income with an overall change in that position of 11.8 million. On the general fund side, there were positive results there. They will see an unassigned fund balance of 14.3 million. That was 43% of the total expenditures and transfers

out. That is a very healthy reserve and a positive net change in fund balance of 1.4 million. From a budget compliance perspective, these are good results. The revenues and transfers came in at 3.9 million over projection, which resulted in a positive net change in fund balance of 3.5 million. He expressed appreciation to the Finance Director and his team for the hard work they did throughout the year, which showed in the clean audit. The fact that there were no adjusting entries needed shows that the city is recording numbers correctly. It also points to good internal controls over financial reporting. **Mayor Burry** asked if there were any questions. There were 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.

Dr. Erika Jasper of 2110 Johns Avenue gave kudos to the city for the Keep Leesburg Beautiful event that was held this past Saturday. They had forty-one volunteers who were broken up into different parks; Berry Park, Johnson Park, Susan Street, and the downtown trails. They collected 5.14 tons of trash, which was amazing. She also gave kudos to Cliff Kelsey, Diane Clinton, Sandra Wilson, and Robert Alderman of the Carver Heights CRA. She thanked everyone for a job well done. She looks forward to doing it again.

Teresa Conner of 910 Georgia Avenue stated she was a CRA Commissioner. She wanted to say thanks to Dr. Erika Jasper for coordinating the cleanup event. She also gave an open invitation to the commission for the MLK Dare to Care Cancer Program that will be held on April 20th at 10:00 a.m. at Rogers Park. This year they have a panel of people. They have a young adult who is forty years old who was recently diagnosed with stage four colon cancer. He had no previous symptoms at all until this showed up. They also have a woman who will discuss uterine cancers. They have an individual who has now been cancer free for thirty years from Hodgkin lymphoma. Also, if anyone has considered getting involved in a study for Alzheimer's, there is a nurse coming in from Orlando. She is very helpful. If anyone wants to get into this study program at an early age, they can check to see if they fit into that category. She will also provide some useful tips.

Geri Seward of 5819 Green Briar Loop said she has lived in Leesburg for the past eight years. While she appreciates all the positive things happening, she has concerns about traffic because it has gotten out of control. She cannot go to a grocery store without having a high level of stress about getting on the roads. If she wanted to catch a flight at the airport, she cannot get down to the Turnpike. There has been a lot of development which brings some positive things, but the city needs to be careful. The city needs to look at infrastructure to make sure we are keeping up instead of putting in development and fixing the infrastructure later, which creates bigger problems. Maybe the city can slow down and worry about the quality of life for the people who live here.

Lay Brother Steven Gerard said he was visiting from Ohio. He was here to speak about the baby peacefully developing in the pregnant mother's womb. That precious little person should be preserved, protected, and safe. The baby is a person in the womb. We ourselves started our journey of life as a baby in the womb of our own mothers. He has an MBA from Xavier University and BSEE engineering credentials from Purdue University. He would be researching and analyzing the demographics and conservative voting tendencies for Leesburg along with other cities in Lake County and throughout Florida. He will defend the new constitutionality of personhood cities in Leesburg and throughout the United States. We can do this because the US Supreme Court threw out the 1973 Row decision in 2022

with the new Dobbs decision. He stated if anyone in attendance wished to get more information they should see him after the meeting. He looks forward to continuing the new personhood concept with local church leaders, business owners, and citizens. He hoped many would find time to contact city hall in support of a voting passage for the personhood resolution. He hoped to have a National Day of Prayer on May 2nd. After reviewing the personhood resolution, he hoped people would guide the city manager to put it on the next agenda. That way, the personal resolution could be debated, reviewed, and possibly passed between Mother's Day and Father's Day.

5. CONSENT AGENDA:

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

Commissioner Reisman moved to adopt the Consent Agenda as presented, and Commissioner Berry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 25, 2024

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to use the Master Services Agreement awarded by the Florida Municipal Power Agency (FMPA) to Quanta Technology, LLC., to provide continuous consultant services; and providing an effective date.

This item was pulled from the agenda and not discussed.

2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing approval of a photo enforcement services agreement between the City of Leesburg and Altumint, Inc.; and providing an effective date.

ADOPTED RESOLUTION 11,801

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Statewide Mutual Aid Agreement between the State of Florida and the City of Leesburg, Florida; providing for reciprocal emergency aid and ensuring the timely reimbursement of costs incurred by local governments; and providing an effective date.**

ADOPTED RESOLUTION 11,802

2. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Workday Schedule and Fee Schedule for Aircraft Inspection and Clearance at Leesburg International Airport by the U.S. Customs and Border Protection; and providing an effective date.**

ADOPTED RESOLUTION 11,803

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

ADOPTED RESOLUTION 11,804

4. **Resolution of the City Commission of the City of Leesburg, Florida approving a Special Transfer of up to \$500,000 from the General Fund to the Electric Utility Fund, returning approximately two months of the budgeted Electric Transfer; and providing an effective date.**

ADOPTED RESOLUTION 11,805

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 DWPM Ventures, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Hills of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,806

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 R-3 (High Density Residential) zoning, on approximately 0.22 +/- acres to allow for an office, retail, and classroom uses for a property generally located south of East Main Street and west of Mike Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CDC Office Mike Street PDO)**

ADOPTED ORDINANCE 24-15

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

PZD Miller said this was a request from the Community Development Corporation of Leesburg for a planned development overlay (PDO) to allow for office, retail, and classroom use. The property is generally located on the west side of Mike Street and south of East Main Street. The property consists of about 0.22 acres. This property runs all the way through from Mike Street to Child's Street, which makes it a double frontage lot. The property is zoned R-3 high-density residential and the proposed uses are office, retail, and classroom. There are no negative impacts anticipated by staff. This is very similar to the PDO they did down the street. As a historical fact, this was the office of Mr. James Durdan who was the first African-American attorney in Lake County. Tiffany Portier of the CDC is in attendance to answer any questions. **Mayor Burry** asked if there were any questions.

Commissioner Berry mentioned during the first reading it was said that this use was a Medicare type business. **PZD Miller** asked if she could repeat the question. **Commissioner Berry** said at first reading the question was asked about this being a business for Medicare. **PZD Miller** said yes, this would allow for that. He could not remember if it was Medicare, but it was some type of use. From a zoning standpoint it is just office. **Commissioner Berry** inquired about classrooms and industrial. **PZD Miller** replied classrooms could be for any type of class that the CDC wanted to hold to share information with people. Whether it be financial management, running a business, or anything. That building is not very large, it would not hold a large group of people. **Commissioner Berry** said that was not very clear. **Mayor Burry** asked if there were any other questions from the commission and audience. There were none.

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

The roll call vote was:

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

Three yeas, one nay, the Commission adopted the ordinance.

2. **An Ordinance of the City of Leesburg, Florida, amending the City Code of Ordinances, by amending Article IV, Chapter 9 - Elections; providing for five single member commissioner districts; providing for severability; providing for conflicts; and providing an effective date.**

ADOPTED ORDINANCE 24-16

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.

CM Minner stated when the city changed to the five district seats for the City Commission there was a referendum that placed modifications to the charter. However, there are references to the City Commission seats in the city code. This ordinance transfers the referendum that is already in the charter into the pertinent sections of the city code. This item is a housekeeping item. **CA Watson** agreed. **Mayor Burry** asked if there were any other questions. There were none.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 47.68 +/- acres; and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, 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. (Mar-Jo Pines Sharp Properties ANNX)**

Commissioner Reisman introduced ordinances 6.B.1, 6.B.2, and 6.B.3 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated the property is generally located east of US 27 and north of Windmill Road. There is a

PUD zoning on the eastern and southern portions of this property, which encompass about one hundred acres. The goal of this proposal is to add forty-seven plus or minus acres. There are properties to the east and south currently under a PUD zoning. That PUD zoning was done in 2022, under Ordinance 22-46. The property under this annexation and comprehensive plan application is forty-seven acres. Referring to a drawing, he said the gray area represented the city limits of Leesburg and the white area represented Lake County. Essentially, the effort is to fill in an enclave. The request is to change a future land use designation from Lake County Rural to City of Leesburg Estate-Residential to match the adjoining properties. It would go from ninety-nine acres to one hundred and forty-seven plus or minus acres. Under the permitted uses in the PUD, everything would be detached single-family residential. There are three lot sizes, fifty, sixty, and seventy, and there is a good mix of the lot sizes. The fifty-foot lots are 37%, sixty-foot lots are 33%, and seventy-foot lots are 29%, with a total of 402 units. That includes the previous property to the south and the east of 271 units. They would add some lots to the development, but the density would remain the same at 2.7 units per acre. All lots are required to have architectural standards with a minimum house size of 1,800 square feet. They will have two car garages with a twenty-five-foot front setback. There are gutter requirements for any lot with less than fifteen feet in between the structures. They require dark sky lighting, two trees in each yard and 35% open space. There are access points along US 27 and stub out accesses to the north and east to allow for internal connectivity. There would be a roundabout on the property on the side where the old power line easement runs through. There would be 1.85 acres or about 80,000 square feet reserved for recreational activities, including a swimming pool, dog park, trail system, and a children's playground. All other requirements are the standard PUD requirements, which include the protection of wetlands, restrictions on the types of grass for less water usage, and requirements for working with FDOT and Lake County for any and all necessary transportation improvements. If there are any questions, he would be happy to answer. **Commissioner Connell** mentioned that he did not have any questions, but he had some comments. **Mayor Burry** said they would get into the comments, but he wanted to take public comments first.

Luke M. Classon of Appian Engineering, LLC., 2221 Lee Road, Suite 27, Winter Park said he was there to answer any questions. He agreed with everything the Planning and Zoning Director said. He appreciated all the hard work his department has done with this project. His client Pulte Homes was originally going to move forward with the project, but there were some wastewater capacity concerns and delays. During the delay with the wastewater capacity, they were able to pick up this additional piece of property. They would like to take the exact same PUD and add the additional forty-seven acres to it. **Mayor Burry** asked if there were any questions for the petitioner. There were none. He asked for public comments.

Mario Nappa of 27548 Stoney Brook Drive said he lives about a mile and a half north of where this development will go. He was opposed to this development due to the increase in traffic. It will bring more traffic to an already congested network of roads. This is a real safety hazard. The health and safety of the residents of Leesburg in this area hang in the balance with every new development that is approved. For 2024, Florida ranked second, behind Texas, as the state with the most car related fatalities. The year before, we were number one. There was a fatality about a mile or so north of Windmill Road earlier this year where a motorist ran over a cyclist. The roads are already congested, and we do not need another two hundred and seventy-one homes. We already have thirty-three thousand homes on the books. That number will go up next month when the city approves the Secret Promise deal. **CM Minner** stated part of that was incorrect. Secret Promise was a DRI that was approved back in the early 2000s for six thousand eight hundred units. The action the commission will take next month ostensibly changes Secret Promise to The Villages. The numbers are already included, and the number is thirty thousand not thirty-three thousand, but it was close. The Secret Promise action next month will not change the unit numbers. **Mr. Nappa** said the original Secret Promise had a lot of commercial development and The

Villages would have very little commercial development and about eight thousand homes. There will be an additional one thousand five hundred homes over what was originally planned for Secret Promise. He was invited to attend a safety workshop held by FDOT on February 26th and his recommendation to them was to put a moratorium on new developments, rezoning, and annexations until proper infrastructure is in place. The results of that meeting will be announced in the middle of May. Whether the philosophy gets adopted is up to the commission. You have the power to put a moratorium in place to put a hold on rezoning and annexations. The city should not put existing residents' lives at risk. **Mayor Burry** asked for any other public comment. There was none.

Commissioner Connell said he touched on slowing down growth a few meetings ago. Growth has gotten out of control. There is a difference between smart growth and out-of-control growth. We already have thirty thousand available lots in the city. How much more do we need to annex? If we look at the factors of the latest concurrency report from the school board, the high school is already at 90% capacity and the elementary schools are at 80% and that does not count the thirty thousand lots approved already in the city. How much more can we add? Our transportation infrastructure is terrible. We cannot support the lots already in the city and there is more development that has already been approved. The current roads cannot support that type of traffic. From South Leesburg, if you want to go downtown here, there is only one route, there is only one choice, and it is a two-lane road. The traffic is horrible and all we do is add more and more lots. We really need to take a step back and put a pause on this. It seems like every other year we are adding sewer capacity for millions and millions of dollars, or we are applying to increase the consumption use permit for more water. How much more can we add? We already have plenty of work that needs to be done with the thirty thousand lots. We really need to rethink the growth issue. Even though we are not voting on this tonight, he wanted to throw it out as food for thought. **Mayor Burry** asked if there were any other comments. There were none. He stated this item would come back before the commission for a second reading on June 10th.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 47.68 +/- acres from Lake County Rural Transition to City Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines Windmill Sharp Properties SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 147.40 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Sections 25, 36, and 30, Township 20 South, Ranges 24 and 25 East, Lake County, Florida; and providing an effective date. (PUD Mar-Jo Pines Windmill Sharp Properties)**

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to report on.

9. CITY MANAGER ITEMS:

A. Leesburg Bikefest Update

CM Minner stated at the last meeting, Commissioner Reisman requested an update for Bikefest. However, before he got into that, he wanted to revisit why item 5.B.1 was pulled. That was a piggyback contract through FMPA for consulting with Quantum. The GE contract we entered into when we went to the smart grid years ago is set to expire December 31, 2026; not quite two years from now. In essence, as a level of review, GE has quasi put us on notice that they will most likely not seek renewal of that contract. If we were to exit that contract early, that would probably make them happy. Long story short, GE does not want to service meters anymore. Essentially, measuring electric consumption is not a business endeavor they wish to continue in the future. We are one of their last remaining municipal electric utility customers. In any case, we are charged with the review of that situation and one path that our Electric Director wanted to go down was to get some consulting help to start reviewing and preparing for a large RFP to seek a marketplace request for proposals on how to replace the GE contract. As we slowly move into that, we put a team together that consists of the Electric Director, IT Director, Finance Director, and himself. Obviously, the three directors are doing the heavy lifting, and he is the sounding board for reviewing what is going on. In short, we think there may be some other options through a sub-consultant from GE to help us replace these meters in the future. We are optimistic that this will be a reasonable approach. One that hopefully provides an overlap and a seamless transition from GE. We will be working on that over the next couple of months, and before we move down that road into a fuller consulting expense, we put that request on hold. The truth of the matter is he pulled it last month and failed to pull it this month. That one slipped by him during the agenda review. He was confident that the city was headed down the right path.

Moving to Bikefest, he put a spreadsheet in the agenda packet. A lot of things are moving forward in a positive direction. If you recall, back in October we made an allocation from cash of half a million dollars, and we set that aside for Bikefest. The purpose was for half a million out and a half a million in. It could be a little more plus or minus. We will know more after Bikefest. He provided an expense report for Bikefest and the expenses to-date are \$337,450 of the \$500,000. Our revenue is \$273,900. We have not spent the full amount, and we have recovered about half of that amount in revenue. We are hanging in there with most of the numbers. The biggest revenue item is vendor novelty, and we will get a cut on those sales. We are hopeful that it fills in the rest of the bucket, so we break even. He also provided a spreadsheet for alcohol sales. Alcohol sales show a marginal profit of about \$6,000. He believed this was a good approach on the cost of alcohol. However, the biggest issue we are facing is insurance for alcohol. We are working with Brown and Brown and Lassiter Ware. He was confident that we would have

insurance before Bikefest comes. However, he was not comfortable with the cost of insurance. We could purchase insurance that has very good liability coverage and good protection, but the expense for that insurance for one weekend is about \$80,000. We have received some really great quotes of about \$20,000 for insurance, but that coverage protection is horrible and not something he would recommend. We will continue to work through this to get the best insurance and coverage for the least expenditure. It will most likely be the week before the event when we make the internal call to either go expensive or find something good. In the packet he provided is the expensive quote to show the worst-case scenario. It does show a break even in alcohol sales and if novelties come up, we are looking at breaking even. We received \$100,000 from The Partnership back in the fall, and after they closed out their books they sent another \$150,000. So, all together they gave us \$250,000. He asked the Budget Director to put that money into a reserve account to be used for special events. If we go over, that is where the money will come from versus taking it from the general fund. We have a \$250,000 cushion from the Partnership after they came in and asked us to take over. That money was part of the consideration for closing down the shop. Financially, that is where we are. The biggest struggle right now is with insurance. If we go with more conventional insurance, we will be able to pull the trigger and get it done in a couple of days because it will be underwritten quickly. We will have insurance for Bikefest, but it may cost between \$80,000 and \$100,000.

The last document he included in the packet was a highlight of the shows. It shows the bands and the schedule of the events. The Special Events Manager, along with the Recreation Director, have done a great job getting this organized and working with all the vendors. The Chamber continues to work to get the alcohol and sales set up. We are moving rapidly towards Bikefest, and it will be here in a couple of weeks. It should go off very well. It basically comes down to the last few vendor items and insurance. **Mayor Burry** asked about the insurance and if they have to make that call at the next meeting? **CM Minner** answered no, they should not have to make that call because they gave him the authority to spend up to \$100,000 on Bikefest. As long as the insurance does not go over, it will not have to come back before the commission. He was pretty confident that it would not. The latest quote he saw was for \$80,000, and it provided good coverage. The Finance Department team constantly works with Brown and Brown and Lassiter Ware. He was confident that we would have insurance, and it would be within his spending authority. **Commissioner Reisman** said since we will have the numbers this year, next year we should have numbers for an RFP to see about a third party doing it. That way we can look at all the options. **CM Minner** responded duly noted. He anticipated having this all laid out in the budget before the budget workshops. There would be a separate Bikefest section, so we would know before dealing with the budget in July. We will know what the numbers were along with the profit/loss. His goal, assuming positive, is that everyone will love Bikefest, and they will want the city to continue doing Bikefest. He will have a Bikefest section in the budget and at that time they can talk about all the issues.

10. ROLL CALL:

Commissioner Berry had no comment.

Commissioner Connell had no further comment.

Commissioner Reisman stated the Leesburg Chamber of Commerce put on a very successful Fish Fry last Thursday. It was a great event. It is a staple for our community. Also, he has had a few people reach out to him regarding some issues and concerns. He directed them to the city's website to fill out the citizen request. He has received a lot of thanks regarding the public works and police department. They told him that the staff had been addressing the issues. He looks forward to seeing everyone at Bikefest. He gave a huge thank you to the special events department and all city departments who have helped to make this event successful.

Mayor Burry said we had some concerned citizens at a previous meeting, and they were concerned about what was happening on Pine Street. There are some things happening there over in the next three weeks. They will see more activity, sidewalks will be poured, and the electricity will be run underground instead of overhead. Those things are moving forward. It is getting better, so please bear with us. It will be beautiful when it is done.

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 Berry, the meeting adjourned at 6:22 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: April 22, 2024

From: Aaliyah Davis, (Purchasing Manager), Mike Andrews, Network Manager

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement for a security access control system installation and configuration services with SourceLink Communications, Inc; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Request for Proposal (RFP) 240502 – Access Control to SourceLink Communications, Inc and approval of the resolution authorizing execution of a Construction Services Agreement – Furnish & Install in the amount of \$79,340.00.

Analysis:

This project will substantially increase the physical security of the working spaces in City Hall and the Leesburg Municipal Services Center (LMSC). Included in this project is twenty-seven (27) digital identification and access control points at City Hall and ten (10) points at the LMSC, securing office, department, and other private spaces. All publicly accessible locations will continue to be fully accessible, while all private areas will now require authorization for access. SourceLink Communications, Inc. will install and configure the new access control points and administration of said points, integrating with the existing industry standard access control system.

Procurement Analysis:

The Procurement Division issued Request for Proposal 240502 on March 11, 2024. On March 26, 2024, the City received two (2) proposals. Evaluation Committee members evaluated the proposal and came to a consensus to award: SourceLink Communications, Inc. The following ranking was established:

Rank	Contractor	Score	Proposal Amount
1	SourceLink Communications, Inc.	90.33%	\$79,340.00
2	Security 101	75.24%	\$128,122.51

Options:

1. Approve award of RFP 240502 and approval of the resolution authorizing execution of the agreement with SourceLink Communications, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Security Improvement funds are available in the current Capital Projects Fund budget.

Account No. 031-5193-519-6310

Project No. 310051

WF No. WF1540240

Budget \$175,000.00

Available \$146,833.45

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT FOR A SECURITY ACCESS CONTROL SYSTEM
INSTALLATION AND CONFIGURATION SERVICES WITH SOURCELINK
COMMUNICATIONS, INC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with SOURCELINK COMMUNICATIONS, INC. whose address is 217 South Highland Avenue, Apopka, Florida 32703, for the City's ACCESS CONTROL SYSTEM (RFP 240502).

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 22nd day of April 2024.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 22nd day of April in the year 2024, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **SOURCELINK COMMUNICATIONS** whose address is 217 South Highland Avenue, Apopka, Florida 32703 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Supplemental Conditions attached as Attachment ‘A’; and
- c. The CONTRACTOR’S response to Request for Proposals (RFP) 240502

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**ACCESS CONTROL SYSTEM - FURNISH & INSTALL**” to the CITY as listed in Request for Proposals 240502. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$79,340.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR holds a Certified Electrical Contractor License number EC13004395 issued by the State of Florida. The name of the Qualifying Agent is Joel Henry. CONTRACTOR must maintain this license during the full duration of this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **THREE (3)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later than **NINETY (90)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Liquidated Damages.** The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **ONE HUNDRED TWENTY-FIVE (\$125.00)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the

CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

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

11. **Insurance Requirements.**

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

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of

\$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

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

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

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

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

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

obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

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

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

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

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

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal

business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

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

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

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

20. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services

hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

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

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

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

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

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Suzanne Radford, National Client Advisor

Address: 217 South Highland Avenue

City, State & Zip: Apopka, Florida 32703

Telephone: 407-559-5008

Email Address: sradford@sourcelinkinc.com

CITY Contact Information

Name/Title: Mike Andrews, Network Manager

Telephone: 352-728-9700 (Ext. 4125)

Email Address: Mike.Andrews@leesburgflorida.gov

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

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

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

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

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

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

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

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

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

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

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

|

[Signature page follows.]

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

SOURCELINK COMMUNICATIONS

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

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

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- d. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- e. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- f. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- g. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- h. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.
- i. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions).

- j. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- k. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- l. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

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

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

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

3. TESTS

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

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

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. MAINTENANCE OF TRAFFIC

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

These specifications consider the project as a whole and assume it's completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

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

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

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

12. PROJECT COORDINATION

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

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

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

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

13. COORDINATION WITH UTILITY COMPANIES

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

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

14. SUPERVISION

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

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

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not

limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

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

subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.

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

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

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

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

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

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

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

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or

sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

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

23. CHANGES IN THE WORK

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

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

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

28. PROTECTION OF WORK AND PROPERTY

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

29. DEDUCTIONS FOR UNCORRECTED WORK

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

30. DELAYS AND EXTENSION OF TIME

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

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

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

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

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

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

32. THE CITY'S RIGHT TO DO WORK

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

33. SUSPENSION OF WORK

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

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

34. REMOVAL OF EQUIPMENT

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

35. USE OF COMPLETED PORTIONS

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

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and

CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.

- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

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

37. APPLICATION FOR PAYMENT

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

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

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

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

38. PAYMENTS WITHHELD

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

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

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

39. FINAL PAYMENT APPLICATION

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

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

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is

incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

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

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

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

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

42. EQUIPMENT STARTUP

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

43. COMPLETION OF WORK

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

44. ACCEPTANCE OF FINISHED WORK

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

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

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

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

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

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

46. TREES

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

47. GUARANTY

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

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to

which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

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

49. ASSIGNMENT

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

50. RIGHTS OF VARIOUS INTERESTS

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

51. SEPARATE CONTRACTS

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

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

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

52. LANDS FOR WORK

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

53. ACCESS TO RECORDS

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

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

55. CONTRACTOR'S UNDERSTANDING

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

56. FAMILIARITY WITH LAWS

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

57. SALES TAX

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

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

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

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

Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

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

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

60. SAFETY AND PRECAUTION

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

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and

Underground Facilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

61. RECORD DOCUMENTS

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

dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

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

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

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts

or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

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

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

63. PHYSICAL CONDITIONS

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of

Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

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

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

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

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

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

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

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

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

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

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

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

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

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

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

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

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

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

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

SourceLink Communications:

This letter of transmittal is to propose the low voltage portion of this project conducted by the City of Leesburg. SourceLink Communications is qualified to perform this LV work to properly equip each building (LMSC & City Hall) of the necessary access control amenities.

For this project, we will be supplying labor, materials, and training on the system that is to be installed. Our team throughout the course of this work will provide updates with our work completed each day. It is our goal to go above and beyond to ensure that the City of Leesburg is not only satisfied with the work completed but also confident in the security of the building with these additions.

This letter is being conducted without any collision/collaboration with another entity also submitting proposal under this RFP.

Authorized Personnel:

Paul Alcaide: Operations Director

Phone: 407-509-8813

Address: 217 S. Highland Ave Apopka, FL 32712

Suzanne Radford: Client Advisor

Phone: 352-531-6233

Address: 217 S. Highland Ave Apopka, FL 32712

Mark Sulak: President

Phone: 407-509-8822

Address: 217 S. Highland Ave Apopka, FL 32712

Signature:  Date: 3-25-2024

Title: Client Advisor



217 S. Highland Ave.
Apopka, FL 32703
Phone (407) 654-2400
Fax (407) 654-2428
Toll Free (888) 692-5100

P R O P O S A L

Client: City of Leesburg
204 N. 5th Street
Leesburg, FL 34749
Attn: Alicia Poth

Job Site: City Hall
501 W Meadow St.
Leesburg, FL

Phone: (352) 728-9700

Email: Alicia.Poth@leesburgflorida.gov

We have prepared our proposal below in this format for your convenience. We appreciate the opportunity to estimate this work and look forward to working with you on this installation.

Thank You,

Suzanne Radford
SourceLink Communications, Inc.

Section #1-Project Plan

- a. Upon awarding of project, SourceLink will require [1] week to procure and deploy appropriate staff and materials to commence project. SourceLink will place 2-4 FT Technicians with [1] Access Control Installation Manager along with [1] Project Manager to assist and oversee the project. Technicians will be working Monday thru Friday 8:00am to 4:30pm.

Project Timeline: Based on an Award Date of April 15th 2024 and Start Date of April of 22nd 2024 with this TimeLine SCI will meet the June 30th 2024 Completion Date.

<u>Phase</u>	<u>Description of Installation</u>	<u>TimeLine</u>
Phase #1	Cabling Rough In/Conduit/Supports	2-3 Weeks
Phase #2	Door Hardware/Readers/Locks/Strikes/Mags etc.	2-3 Weeks
Phase #3	Panels/Software/Final Connections/Elevator	2 Weeks

- b. SourceLink, with open access to all work areas including administrative offices, IT Rooms, and restricted areas, is more than confident it will maintain the June 30th 2024 Completion date. SCI will need clear access throughout the facility during installation times to complete tasks on hand. Delays due to access, Doors Locked, Offices inaccessible, and any other unforeseen obstacles could result in delays. With a June 30th, 2024, timeframe for completion to be adhered to is contingent on a Board Project Award being made within 20 days of Bid Submittal from March 26th.
- c. SourceLink will be using its own staff and resources for completion of this project except for the 2nd Floor Glass Backdoor. SourceLink will be utilizing [1] Subcontractor for this project. SCI has partnered with Affordable Lock over the last 10 years to work on a project like this. No other Independent Contractors, Consultants or other non-Payrolled employees of SourceLink will be used during any part of this project. All SourceLink Staff are Full-Time W2 SourceLink Employees. Employees are fully Uniformed in SourceLink Attire and properly pictured badged.

Affordable Lock
356 S. Highway 441
The Villages FL 32159
(352) 259-8820

Section #2-Experience and Qualifications

- a. State License (Attached)
- b. List Key Personnel assigned to this Project.

Name	Project Personal	Length with SCI
Paul Alcaide	Operations Director	21 Year
John Winterton	Senior Loss Prevention Manager	5 Years
Robert Fletcher	Senior Telecom Equipment Installer	12 Years
Adrian Tavares	Senior Electrical Technician	11 Years
Carlos Rodriguez	Telecom/Access Control Installer	2 Years
Jose Torres	Telecom/Access Control Installer	2 Years

- c. If awarded this project these individuals above will be the key staff assigned to the day-to-day installation.
- d. Organization Chart-Website Address/Team

Team:	Position:	Email:
Mark Sulak	President	msulak@SourceLinkinc.com
Holly Sulak	Comptroller	hsulak@sourceLinkinc.com
Amanda P.	Administrative Manager	amanda@sourceLinkinc.com
Suzanne R.	Client Advisor/Sales	sradford@sourceLinkinc.com
Paul A.	Operations Director	paul@sourceLinkinc.com
Jeff P.	Estimator	Estimating@sourceLinkinc.com
Nick	Warehouse Manager	nick@sourceLinkinc.com

Company Website:

<https://www.sourceLinkinc.com/>

- e. Completion of this project will be multi-faceted with access required into several areas of the facility during different times. Project will be completed based by Floor with the direction and coordination from City of Leesburg Staff. Commencement will start on either the 1st, 2nd or 3rd Floor of the Main City Hall or the LMSC Facility. SCI would request a Pre-Commencement meeting to arrange specific times, Areas of Installation and Priority locations.
- f. SourceLink staff have completed similar projects in nature in Lake County. The following individuals worked to complete the projects below.
- John Winterton
 - Robert Fletcher
 - Adrian Tavares
 - Jose Torres
 - Carlos Rodriguez

Project	System
Florida Food Eustis	Verkada System
Florida Food Lake Mary	Verkada System
Kids Central (Various Sites)	Rosslare/HID
Diocese (St. Paul)	Rosslare/HID System
Diocese (St. Faustina)	Rosslare/HID System
Aspire	Paxton /HID

Section #3-References & Customer Relations

- a. SourceLink will work with your team to keep an open communication dialogue during the progress of the project. In addition, daily pictures and updates will be provided of the progress and phases of the project. Our Administrative/Sales/ and Installation Team will be available throughout the project.
- b. Our principles of good customer service are listening and understanding your needs. Customers are our top priority, and ensuring all installations are met to exceed expectations is our main goal. We also empower our employees to solve problems and or concerns if they arise during the installation process.
- c. Communication and Clarity are the key pre-empting any Contract disputes. SCI will foster open and transparent communication throughout the contract duration. Communicate any concerns, issues, or potential changes in circumstances that may impact the contract. Promptly address any questions or disputes that arise, aiming for timely resolution.
- d. SourceLink will work with the City of Leesburg to utilize the following techniques if there becomes an issue or problem.
 - Define the Problem: Clearly understand and articulate the problem.
 - Gather Information: Collect relevant data and facts.
 - Generate Solutions: Brainstorm possible solutions.
 - Evaluate Options: Assess pros and cons of each solution.
 - Select the Best: Choose the most suitable solution.
- e. SourceLink's commitment to our customers is to always do our best, try our hardest, and be fair when it comes to pricing while providing top notch installations. Working with customer and treating them like family from our Management Team throughout our entire organization, providing the best quality or service in a professional manner.

Section #5-Cost/Fee Proposal

See attached spreadsheet.



References:

These are a few of our access control projects completed within the last four years. All projects listed have passed necessary inspections.

CLIENT	COMP. DATE	PROJECT	DESCRIPTION	CONTACT INFO
Florida Food Products:	02/15/2024	Verkada Access Control	This project located in Lake Mary, FL included 17 doors equipped with Verkada Access Control panels.	Matt Blanton mblanton@floridafood.com 352-931-0715
Kid Central:	08/23/2023	Rosslare Access Control	This project located in Ocala, FL included access control as well as a push button for the receptionist's use. [6]HID Black Card Reader [3]HES 5000C Electric Strike [3]Double Door Electric Strike [1]Altronix ACM8 Power Supply [1]Rosslare 825i Main Control Unit [1]AC Adapter [1]Receptionist Push Button	Steve Lovely steve.lovely@kidscentralinc.org 352-430-5410
Community Health Centers	02/22/2024	Paxton Access Control	We installed access control systems for their Apopka and Winter Garden. -Upon completion of these two projects our customer is looking to contract SourceLink for all of their Access Control needs.	David Aubertin d.aubertin@chcfl.com

Mater Academy	07/09/2021	Access Control	This project was in Kissimmee, FL. The included installed access control equipment is listed as follows: [3] Crash Bars [3] Card Readers [3] Door Controllers [3] REX Motions [1] AI Phone Intercom	Maria Gonzalez margonzalez@materbrightonlakes.com 407-931-0325
---------------	------------	----------------	--	---

Installation Phase				
Description	Unit of Measure	Units	Unit Cost	Total Cost
Door Sysyem Installation and Connection	Each	36	2150	77400
Elevator System Installation and Connection	Each	1	1340	1340
Disconnect Door System from Legacy System and Remove Legacy Hardware	Each	6	100	600
TOTAL				79340

Post Warranty Period		
Description	Unit of Measure	Unit Cost
Labor	Hourly	75
Parts	Markup Percent	20

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 22, 2024

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida Establishing a rent increase for the Mispah Simmons Apartment Complex; and providing an effective date.

Staff Recommendation:

Staff recommends a rent increase for the Mispah Simmons Apartment Complex due to increased maintenance costs.

Analysis:

The City manages a 12-unit apartment complex consisting of six 2-bedroom/1bath and six 3-bedroom/1 bath apartments located on Mispah Avenue and Simmons Street. The City has entered into a Project-Based Voucher (PBV) agreement with Lake County for the tenants that are approved to reside in the complex. Tenants must be income qualified in accordance with the PBV contract which subsidizes the rent based on the tenant's income. The goal of the PBV agreement is to provide rent subsidies and supportive services to the residents to prepare them to become homeowners. The last rent increase was in 2021. The request is to increase the rent effective August 1, 2024, as follows:

- 2-bedroom from \$850 to \$1,100
- 3-bedroom from \$950 to \$1,200

Please note that these rental increases remain well below the allowable rent for the area as shown on the attached Lake County Housing Payment Standards for 2024, which are:

- 2-bedroom - \$1,857
- 3-bedroom - \$2,362

This increase is being requested due to the increased cost of maintenance for the rental units. This request must be submitted to Lake County by May 1, 2024, for consideration. It is anticipated that the majority of the increase would be paid by Lake County, if approved.

Procurement Analysis:

N/A

Options:

- 1) Approve as recommended; or
- 2) Amend amount of increase; or
- 3) Leave rent at current amount.

Fiscal Impact:

Revenue for the NSP/Housing Fund will increase as a result of this proposed increase in rent.

Account No. 013-0000-362-1006

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ESTABLISHING A RENT INCREASE FOR THE MISPAH
SIMMONS APARTMENT COMPLEX; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission hereby approves the rental increase for the Mispah Simmons Apartment Complex as follows:

2-bedroom from \$850 to \$1,100
3-bedroom from \$950 to \$1,200.

THAT this resolution shall become effective August 1, 2024.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of April 2024.

Mayor

ATTEST:

City Clerk

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 01/26/2024

TO: Jennifer Barker, County Manager

THRU:

BY: Nicole DeYarman, Program Specialist

SUBJECT: Second Amendment to Extend Agreements for Section 8 Project-Based Voucher Program

MEETING DATE: 2/13/2024

ITEM TYPE: Consent Item

ITEM ID: 27183

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to Second Amendments to Agreements for Section 8 Project Based Voucher Programs for continued rental assistance with the City of Leesburg from July 31, 2023, through July 31, 2025, and LifeStream Behavioral Center, Inc., from April 30, 2023, through April 30, 2025, respectively, and authorization for the Director of Housing and Community Services to execute Exhibit C on behalf of Lake County as the Director of the Public Housing Agency. The estimated annual fiscal impact is \$27,709 - City of Leesburg \$10,800, LifeStream Behavioral Center, Inc. \$16,909 (revenue/expenditure - 100 percent grant funded).

BACKGROUND SUMMARY: On May 1, 2014, Lifestream Behavioral Center, Inc., entered into an Agreement and in 2020, a First Amendment for housing assistance payments for existing housing under the U.S. Department of Housing and Urban Development (HUD) Section 8 Project Based Voucher Program and is requesting to extend the program two additional years through a Second Amendment, which would run through April 30, 2025.

On August 1, 2014, the City of Leesburg also entered into an Agreement and in 2020, a First Amendment extending their HUD Section 8 Project Based Voucher Program and is also requesting to extend the program two additional years through a Second Amendment, which would run through July 31, 2025. The City of Leesburg requested an increase in rent on Exhibit A. This rental increase request will be reviewed and adjusted in July 2024, for an August 1, 2024, effective date.

Project-based vouchers attach rental assistance to a particular unit rather than a family. Both apartment complexes have been providing affordable housing for Lake County residents with available support services. This rental assistance is included in Lake County's federal housing choice voucher allocation. Staff recommends extending both agreements through 2025.

Fiscal Impact: \$27,709.00 (revenue/expenditure - 100 percent grant funded).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
SECTION 8	1270	2082420	880828		\$27,709.00

Advertised Date:

Paper:

Attachments:

1.	Leesburg_Section 8 Project Based Voucher Program Agreement_7.28.2014
2.	Leesburg_1st Amendment_Section 8 Project Based Voucher Program_9.29.2020
3.	Leesburg_2nd Amendment_Section 8 Project PBVP
4.	Lifestream_Section 8 Project Based Voucher Program Agreement_4.29.2014
5.	Lifestream_1st Amendment_Section 8 Project Based Voucher Program_9.29.2020
6.	LifeStream_2nd Amendment_Section 8 Project Based Voucher

STAFF APPROVALS AND DATES:

Nicole DeYarman	Created/Initiated - 1/26/2024
Maria AbdoulKarim	Approved - 1/31/2024
Jenny Deschenes	Approved - 1/31/2024
David Eichinger	Approved - 2/1/2024
Karen Snodgrass	Approved - 2/1/2024
Cari Christian	Approved - 2/1/2024
Allison Teslia	Approved - 2/1/2024
Michelle Wilkinson	Approved - 2/1/2024
Melanie Marsh	Approved - 2/8/2024
Jennifer Barker	Approved - 2/9/2024
Misty Spahn	Final Approval - 2/9/2024

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

**SECOND AMENDMENT
TO AGREEMENT FOR
SECTION 8 PROJECT BASED VOUCHER PROGRAM
WITH THE CITY OF LEESBURG**

This Second Amendment to the Section 8 Project Based Voucher Program, (PBV) Housing Assistance Payments (HAP) Contract Existing Housing Part I of the HAP Contract between Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, and the **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (Sub-Recipient).

WITNESSETH:

WHEREAS, on August 1, 2014, the parties entered into an Agreement for housing assistance payments for the Mispah/Simmons apartment complex, under the U.S. Department of Housing and Urban Development (HUD) Section 8 PBV, which expired on July 31, 2019; and

WHEREAS, on September 29, 2020, the parties entered a 1st amendment to extend the terms of the original agreement for an additional four (4) years through July 31, 2023; and

WHEREAS, the COUNTY and the Sub-Recipient want to extend the term of the agreement; and

WHEREAS, executing this amendment is in the best interests of the parties and the residents of Lake County.

THEREFORE, the parties agree as follows:

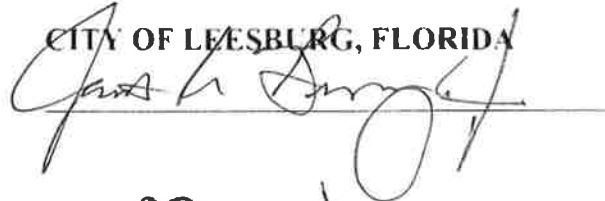
Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Term. The term of the Agreement is hereby extended retroactively from August 1, 2023 through July 31, 2025.

Section 3. Scope of Amendment. All other provisions of the original Agreement as amended or modified will remain in full force and effect. Exhibits A, B, C & H have also been amended to reflect clarification and changes related to services provided.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this Second Amendment on the dates under each signature.

CITY OF LEESBURG, FLORIDA

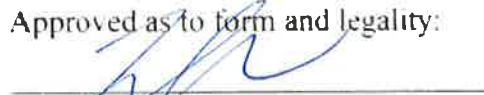


This 22 day of January 2024.

ATTEST:


City Clerk

Approved as to form and legality:


City Attorney

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Kirby Smith, Chairman

This _____ day of _____, 2024.

Approved as to form and legality:

Melanie Marsh
County Attorney

EXHIBIT A
IDENTIFICATION OF UNITS BY SIZE,
APPLICABLE CONTRACT RENTS, AND
EFFECTIVE DATE

Property Location: 2212 MISPAH AVE AND 2213 SIMMONS AVE, LEESBURG FL 34748

Legal Description: Parcel ID No 22-19-24-000200006500

Property Address: 2212 MISPAH AVE, LEESBURG FL 34748

Parcel I:

That part of the Northeast ¼ of the Northwest ¼ of Section 22, Township 19 South, Range 24 East, Lake County, Florida, in the City of Leesburg, Florida, bounded and described as follows: From the Northeast corner of the Northwest ¼ of said Section 22, run West 1065 feet; thence South 891 feet to the Point of Beginning of this description; from said Point of Beginning, run North 226 feet; thence West 130 feet; thence South 226 feet; thence East 130 feet to the Point of Beginning, LESS that part thereof conveyed to the City of Leesburg by deed recorded in Official Records Book 892, Page 16, Public Records of Lake County, Florida.

Parcel ID No. 22-19-24-000200004600

Property Address: 2213 SIMMONS AVE, LEESBURG FL 34748

Parcel II:

The South 228 feet of the North 663 feet of the West 120 feet of the East 1185 feet of the Northeast ¼ of the Northwest ¼ of Section 22, Township 19 South, Range 24 East, Lake County, Florida; LESS the North 17.5 feet for road right-of-way as shown on that deed recorded in Official Records Book 1006, Page 2470, Public Records of Lake County, Florida.

<u>Number of Contract Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent</u>
6	2	\$750 * \$1,000
6	3	\$850 * \$1,100

*Rents were increased in 2021 to \$850 for 2-bdrm, and \$950 for 3-bdrm.

None of the units are specified mobility units. However, any of the units contracted can be modified at the renter's expense.

The following lists of units are assigned PBV units:

2BR: 2212, 2214, 2216, 2218, 2220, 2222 -Mispah Ave. (3 bedrooms)

3BR: 2213, 2215, 2217, 2219, 2221, 2223--Simmons Ave. (2 bedrooms)

26. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

EXHIBIT B: Description of housing, including:

The project site is located at Mispah-Simmons Apartments, 2212 Mispah Ave., and 2213 Simmons Ave., Leesburg, FL 34748

The total number of units in project covered by this Agreement is twelve (12)

The following buildings and apartments are the location of contract units on site:

- Building 1—Apartment 2212, 2214, 2216
- Building 2—Apartment: 2218, 2220, 2222
- Building 3—Apartment: 2213, 2215, 2217
- Building 4—Apartment: 2219, 2221, 2223

The number of contract units by area (size) and number of bedrooms and bathrooms are as follows:

- There are six (6) two-bedroom, one bath units that are 651 square feet.
- There are six (6) three-bedroom, 1 bath units that are 780 square feet

The services, maintenance, or equipment to be supplied by the owner without charges are as follows.

- Ranges and Refrigerators
- Air-conditioned units
- Cable Connections
- Trash Collection
- Lawn Maintenance
- Off-Street Parking
- Window Coverings
- Recycling — The City of Leesburg no longer does trash recycling.
- Extermination Schedule
- Air Conditioner Filters
- Storage Units — There are no storage units provided with the units.
- Supportive Services (Exhibit H)

Exhibit C

Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner. The utility responsibilities do not change except through a formal amendment of the contract.

Item	Specify Fuel Type	Provided By	Paid By
Heating	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☒ Electric ☐ Coal ☐ Other	O	T
Cooking	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☒ Electric ☐ Coal ☐ Other	O	T
Water Heating	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☒ Electric ☐ Coal ☐ Other	O	T
Other Electric		O	T
Water	Tenant is responsible.	O	☒ T
Sewer	Tenant is responsible.	O	☒ T
Trash Collection	Tenant is responsible.	O	☒ T
Air Conditioning		O	T
Refrigerator		O	T
Range/Microwave		O	T
Other (specify)		O	T

Signatures:

Public Housing Agency

Lake County

Print or Type Name of HA

Signature

Maria AbdoulKarim, Housing Director

Print or Type Name and Title of Signatory

Date (mm dd yy)

Owner

City of Leesburg

Print or Type Name of Owner

Signature

James A. Berry Jr., Mayor

Print or Type Name and Title of Signatory

Date (mm dd yy)

Mail Payments To:

Name

Address

City, State, ZIP

EXHIBIT H

SUPPORTIVE (WRAP-AROUND) SERVICES

In accordance with the Housing Authority's Administrative Plan for the Project-Based Voucher Program, supports services will be provided to at least one member of the household. Supportive services will be provided by the staff of the City of Leesburg Housing Department or by other qualified individuals, in accordance with the guidelines outlined in the program.

Supportive services include, but are not limited to, the following:

- Program orientation
- Landlord/Tenant Rights and Responsibilities
- Setting Career Goals
- Life Skills Training
- Homeownership and Home Maintenance Process
- Energy Conservation Techniques
- Money Management
- GED Preparation
- Vocational Assessments
- Technology Assessments
- Job Placement
- Vocational Training

Quarterly reports will be submitted to Lake County Housing and Community Services on the 15th of the first month following the end of each quarter. Reports will include:

- Head of Households name
- Address
- Name of attendee
- Title of services/program attended
- Date of attendance

Households that have not participated in any wrap-around services available should be included in the reporting schedule.

A description of wrap-around services offered should be forwarded with reporting for quality assurance along with advertisements of services, schedule, and information related to the credentials of the training providers.

LAKE COUNTY HOUSING AGENCY
APPROVED 2023 PAYMENT STANDARDS
EFFECTIVE JANUARY 1, 2024

FINAL FY 2024 FMR BY UNIT BEDROOMS							
	EFFICIENCY	ONE BEDROOM	TWO BEDROOM	THREE BEDROOM	FOUR BEDROOM	**FIVE BEDROOM	**SIX BEDROOM
2024 FMR	1558	1638	1857	2362	2849	3277	3704

***The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR.*

**850- \$950 - Leesburg*

LAKE COUNTY HOUSING AGENCY WILL USE THE FOLLOWING PAYMENT STANDARDS							
SECTION 8/ HCV	EFFICIENCY	ONE BEDROOM	TWO BEDROOM	THREE BEDROOM	FOUR BEDROOM	FIVE BEDROOM	SIX BEDROOM
100% FMR	1558	1638	1857	2362	2849	3277	3704
Household Size	n/a	1-2 persons	3-4 persons	5-6 persons	7-8 persons	9-10 persons	11-12 persons

Payment Standard: The effective Payment Standard for the client corresponds to the Lake County voucher size or the actual bedroom size of the unit, whichever is smaller.

1) Rent + Estimated Out-of-Pocket Utility and Appliance Costs should not exceed the effective Payment Standard.

a) If all utilities are included in rent and the unit is supplied with a refrigerator and either a microwave or range, the amount of rent can be anywhere at or below the effective Payment Standard and it would be considered an affordable unit.

b) However, if gas, electric, water, sewer or trash utilities are to be paid by tenant or if the unit is not supplied with a refrigerator and either a microwave or range, these costs will have to be assumed by the tenant. This increases the total cost of renting the unit and has to be taken into account.

1) Use the utility schedule to determine the estimated out-of-pocket utility and appliance costs. Only refer to the column that matches the bedroom size of the issued Lake County voucher, or the actual bedroom size of the unit, whichever is smaller.

2) Subtract the total estimated out-of-pocket utility and appliance costs from the effective Payment Standard to determine the rent threshold that should not be exceeded for the unit to be considered an affordable unit.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 22, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving an amendment to the development restriction covenant established in the warranty deed recorded on June 15, 1962, in O.R. Book 205, Page 318, Public Records of Lake County, Florida, to allow construction of buildings or other improvements on certain real property located at College Drive and U.S. Highway 441 provided such buildings and improvements do not cause an airport hazard and are allowable under applicable rules and regulations of the United States Department of Transportation, Federal Aviation Administration; authorizing the Mayor and City Clerk to execute the amendment; authorizing recording in the public records; and providing for an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution.

Analysis:

The City is the owner of a parcel of real property across from the airport which is currently under contract to be sold to Bluerock Development, LLC (“Bluerock”). In 1962 the City conveyed the subject property to the Lake County Board of Public Instruction (Lake County School Board) and included a covenant which significantly restricted construction of buildings on the property based on certain plans and federal technical standard orders which were developed or issued in 1962. These plans and federal rules and orders have been modified over time and it’s appropriate to amend the restriction to allow construction of buildings and improvements provided those buildings and improvements are consistent with applicable rules and regulations of the United States Department of Transportation, Federal Aviation Administration (“FAA”).

In approving the sale of the subject property to Bluerock, the City Commission previously also approved imposition of a covenant or restriction on the subject property prohibiting residential uses, which is consistent with applicable FAA rules and regulations. If this amendment is approved, it would be appropriate to merge the residential use restriction into the building restriction amendment to address both issues in the same document.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution approving the building restriction amendment as presented; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated as a result of this Resolution. The property is under contract to be sold to Bluerock for \$2,750,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING AN AMENDMENT TO THE DEVELOPMENT RESTRICTION COVENANT ESTABLISHED IN THE WARRANTY DEED RECORDED ON JUNE 15, 1962, IN O.R. BOOK 205, PAGE 318, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, TO ALLOW CONSTRUCTION OF BUILDINGS OR OTHER IMPROVEMENTS ON CERTAIN REAL PROPERTY LOCATED AT COLLEGE DRIVE AND U.S. HIGHWAY 441 PROVIDED SUCH BUILDINGS AND IMPROVEMENTS DO NOT CAUSE AN AIRPORT HAZARD AND ARE ALLOWABLE UNDER APPLICABLE RULES AND REGULATIONS OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AUTHORIZING RECORDING IN THE PUBLIC RECORDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg, Florida is the current owner of the real property described more particularly on Exhibit "A" attached hereto (the "Property");

WHEREAS, the Property is located across U.S. Highway 441 from one or more runway areas at the Leesburg International Airport and development on the Property therefore is limited or restricted pursuant to rules, regulations, technical standard orders, and other decisions issued by the United States Department of Transportation, Federal Aviation Administration (the "FAA");

WHEREAS, pursuant to a warranty deed dated June 11, 1962, and recorded on June 15, 1962, in O.R. Book 205, Page 318, Public Records of Lake County, Florida, the City imposed a restriction on the Property which prohibits the construction of some buildings and improvements on the Property based on certain specified plans and technical standard orders developed and/or issued more than sixty (60) years ago (the "Building Restriction"); and

WHEREAS, over time these plans and technical standard orders have been modified and adjusted and the City therefore finds it to be in the public interest to modernize and modify the Building Restriction to allow construction of buildings and improvements on the property provided that such buildings and improvements are consistent with the applicable rules and regulations of the FAA and do not cause or constitute an airport hazard as defined and interpreted under the rules and regulations of the FAA.

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

Section 1. The foregoing recitals are incorporated herein for all purposes.

Section 2. The following amendment to the Building Restriction is hereby approved:

There is hereby reserved to the ~~Grantors~~ City of Leesburg, Florida, for ~~themselves, their itself and its heirs~~, successors and assigns, a reservation of property interests in the approach zone to the Leesburg International Airport Runway 22-21 (NE) restricting use of the property to activities which will not interfere with the aeronautical use of the Leesburg International Airport, including no development will be permitted which creates an airport hazard or otherwise violates any applicable rules, regulations, orders, approvals, and/or decisions of the FAA (or successor agency). ~~involves the assembly of people in the approach zone area to Runway 21, as shown on Master Plan dated November 29, 1961, and no obstructions shall be permitted in this area in violation of TSO-N18.~~ This restriction would not preclude erection of fences or ~~small low service type~~ buildings provided such improvements are constructed in accordance with all applicable rules, regulations, orders, decisions, and approvals of the FAA, including, but not limited to, all applicable building height restrictions imposed by the FAA, such as isolated pump houses, equipment sheds, electrical vaults and utility buildings where TSO-N18 clearances are met and such structures do not encourage non-confirming land use.

Section 3. The Mayor and City Clerk are hereby authorized, on behalf of the City of Leesburg, Florida, to execute an Amendment to the Building Restriction consistent with the foregoing, and to record the same in the Public Records of Lake County, Florida.

Section 4. This Resolution shall take effect immediately upon passage and adoption according to law.

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

THE CITY OF LEESBURG, FLORIDA

James A. Burry, Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

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

[Space Above This Line For Recording Data]

FIRST AMENDMENT TO BUILDING RESTRICTION COVENANT

THIS FIRST AMENDMENT TO BUILDING RESTRICTION COVENANT is hereby executed by the City of Leesburg, Florida, a Florida municipal corporation, 501 W. Meadow Street, Leesburg, Florida 34748 (“Declarant”), on this ____ day of _____, 2024, regarding certain real property located in Leesburg, Lake County, Florida.

WHEREAS, Declarant is the owner and operator of the Leesburg International Airport (the “Airport”) located on Parcel ID Number 01-19-25-0500-038-00000 (the “Airport”);

WHEREAS, Declarant is also the owner of certain unimproved real property located across U.S. Highway 441 from one or more Airport runway areas, which property is described more particularly on Schedule “A” attached hereto (the “Property”);

WHEREAS, due to the Property’s proximity to the Airport, development on the Property is limited or restricted pursuant to rules, regulations, technical standard orders, and other decisions issued by the United States Department of Transportation, Federal Aviation Administration (the “FAA”);

WHEREAS, pursuant to a warranty deed dated June 11, 1962, and recorded on June 15, 1962 in O.R. Book 205, Page 318, Public Records of Lake County, Florida, Declarant imposed a restriction on the Property which prohibits the construction of certain buildings and improvements based on specific Airport plans and technical standard orders developed and/or issued more than sixty (60) years ago (the “Building Restriction”);

WHEREAS, over time these plans and technical standard orders have been modified and adjusted by the FAA and its predecessor agencies and the City therefore finds it to be in the public interest to modernize and modify the Building Restriction to allow construction of buildings and improvements on the Property provided that such buildings and improvements are consistent with the applicable rules and regulations of the FAA and do not cause or constitute an airport hazard as defined and interpreted under the rules and regulations of the FAA;

WHEREAS, the public interest is further served by prohibiting residential development and uses on the Property as such uses are inconsistent and incompatible with the Airport and Airport operations; and

WHEREAS, the execution and recording of this Amendment was approved by City of Leesburg Resolutions 11,743 and _____.

NOW, THEREFORE, in consideration of the foregoing, the City of Leesburg, Florida hereby amends the Building Restriction as follows:

1. The Building Restriction is hereby amended as follows:

There is hereby reserved to the ~~Grantors~~ City of Leesburg, Florida, for ~~themselves, their~~ itself and its heirs, successors and assigns, a reservation of property interests in the approach zone to the Leesburg International Airport Runway 22-21 (NE) restricting use of the property to activities which will not interfere with the aeronautical use of the Leesburg International Airport, including no development will be permitted which creates an airport hazard or otherwise violates any applicable rules, regulations, orders, approvals, and/or decisions of the FAA (or successor agency).~~involves the assembly of people in the approach zone area to Runway 21, as shown on Master Plan dated November 29, 1961, and no obstructions shall be permitted in this area in violation of TSO-N18.~~ This restriction would not preclude erection of fences or ~~small low service type~~ buildings provided such improvements are constructed in accordance with all applicable rules, regulations, orders, decisions, and approvals of the FAA, including, but not limited to, all applicable building height restrictions imposed by the FAA, such as isolated pump houses, equipment sheds, electrical vaults and utility buildings where TSO-N18 clearances are met and such structures do not encourage non-confirming land use.

2. In addition, residential dwellings, residential accommodations, and residential uses shall be prohibited on the Property. No portion of the Property may be used for any residential dwellings, accommodations, uses or purposes whatsoever (the “Residential Prohibition”).

3. The Building Restriction and Residential Prohibition are for the benefit of the Airport Property and are covenants that shall run with the title to the Property and shall be binding on the owner of the Property and such owner’s heirs, personal representatives, trustees, successors and assigns. The Building Restriction and Residential Prohibition shall be enforceable by Declarant and by the owner of the Airport Property; and in the event of any litigation or administrative proceedings associated with enforcement of the Building Restriction and/or Residential Prohibition, the prevailing party shall be entitled to collect reasonable attorney’s fees and court costs from the non-prevailing party (including all levels of appeal).
4. Except as set forth herein, no other amendments, changes, or modifications are being made to the terms, conditions, or restrictions contained in the Warranty Deed recorded in O.R. Book 205, Page 318, Public Records of Lake County, Florida.

In Witness Whereof, the Declarant has hereunto set Declarant’s hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: **CITY OF LEESBURG, FLORIDA**, a
Florida municipal corporation,

_____	By: _____
Witness Name: _____	James A. Burry, Jr., Mayor
Postal Address: _____	

	Attest:
_____	_____
Witness Name: _____	J. Andi Purvis, City Clerk
Postal Address: _____	

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by James A. Burry, Jr., as Mayor of the City of Leesburg, Florida, A Florida municipal corporation, who ☐ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]	_____
	Notary Public
	Printed Name: _____
	My Commission Expires: _____

SCHEDULE "A"

DESCRIPTION: (By this Surveyor)

A portion of lands described in Official Records Book 874, Page 2300 as recorded in the Public Records of Lake County, Florida, lying in Sections 15 and 22, Township 19 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

BEGIN at the North 1/4 corner of Section 22, Township 19 South, Range 25 East, Lake County, Florida; thence South 00°22'16" West along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 22, a distance of 691.73 feet to a point on the West line of Parcel B Road Easement as described in Official Records Book 1466, Page 1138 in the Public Records of Lake County, Florida; thence South 18°51'48" West along said West line, a distance of 245.97 feet to the Northerly Right of Way line of State Road No. 500 (U.S. Highway 441); thence North 71°09'27" West along said Northerly Right of Way line, a distance of 666.75 feet; thence departing said right of way line, North 35°02'34" East, a distance of 1250.80 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 19 South, Range 25 East; thence South 00°34'38" West along said East line, a distance of 314.94 feet to the POINT OF BEGINNING.

Containing 10.08 acres, more or less.

SURVEYOR'S REPORT:

- Bearings shown hereon are based on Northerly Right of Way line of State Road No. 500 (U.S. Highway 441) as being North 71°09'27" West. Bearings and distances shown hereon are measured unless otherwise noted.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administrative Code.

SKETCH OF DESCRIPTION

FOR

BLUROCK DEVELOPMENT, LLC

Date: January 31, 2024 MER

Job Number: 70346 Scale: 1" = 300'

Chapter 5J-17, Florida
Administrative Code requires
that a legal description drawing
bear the notation that
THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Certification Number LB2108 70346005



SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora, Florida 32757
(352) 343-4880

e-mail: info@southeasternsurveying.com

James M. Dunn II
JAMES M. DUNN II, PSM
Registered Land Surveyor Number 4235

SKETCH OF DESCRIPTION

STATE ROAD # 449 SILVER LAKE DRIVE 60' RIGHT OF WAY STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO.1155-150

SOUTHERLY RIGHT OF WAY LINE

WEST LINE OF SE 1/4 OF SW
1/4 OF SECTION 15-19-25

PORTION OF THE SE 1/4
OF THE SW 1/4
SECTION 15-19-25

EAST 1/2 OF GOVERNMENT LOT 4
SECTION 15-19-25

SOUTH LINE OF THE SE 1/4 OF
THE SW 1/4 OF SECTION 15-19-25
NORTH LINE OF THE NE 1/4 OF
THE NW 1/4 OF SECTION 22-19-25

PORTION OF THE NE 1/4
OF THE NW 1/4
SECTION 22-19-25

WEST LINE OF NE 1/4 OF NW
1/4 OF SECTION 22-19-25

EAST LINE OF SE 1/4
OF SW 1/4

S00°34'38"W
413.14'

COLLEGE DRIVE

PARCEL "A" ROADWAY EASEMENT
ORB 1466, PAGE 1138
ORB 1480, PAGE 1285
ORB 1657, PAGE 1812

SEC 15-19-25

SEC 22-19-25

POINT OF BEGINNING

NORTH 1/4 CORNER
SEC 22-19-25

NOT PLATTED
PARCEL ID:
01-19-25-0500-040-00400

EAST LINE OF NE
1/4 OF NW 1/4

N35°02'34"E 1250.80'

S00°34'38"W
314.94'

S00°22'16"W 691.73'

WEST LINE, PARCEL B
ROADWAY EASEMENT
ORB 1466, PAGE 1138

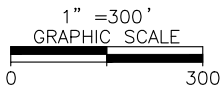
WEST LINE, PARCEL B
ROADWAY EASEMENT
ORB 1480, PAGE 1285
ORB 1657, PAGE 1812

NORTHERLY RIGHT OF WAY LINE

STATE ROAD NO. 500
(U.S. HIGHWAY 441) 214' RIGHT OF WAY
STATE ROAD DEPARTMENT RIGHT OF WAY MAP
SECTION NO.11010-2568

N71°09'27"W 666.75'

S18°51'48"W
245.97'



LEGEND & ABBREVIATIONS

ORB = OFFICIAL RECORDS BOOK



SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora, Florida 32757
(352) 343-4880

Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 70346005
Job No. 70346
Date: January 31, 2024
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

WARRANTY DEED

62 8909 /

Rec. 3.50
\$7.20

THIS WARRANTY DEED, Made and executed the 11th day of June, 1962, by THE CITY OF LEESBURG, FLORIDA, a municipal corporation existing under the laws of the State of Florida, and having its principal place of business at Leesburg, Lake County, Florida, hereinafter called the grantor, to LAKE COUNTY BOARD OF PUBLIC INSTRUCTION, Lake County, Florida, hereinafter called the grantee,

WITNESSETH:

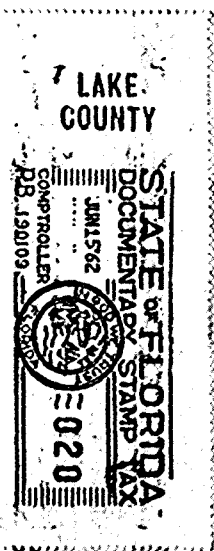
That the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Lake County, Florida, viz:

Lots 4 to 17 inclusive in Block 40, LESS the right of way of State Road No. S-449; All of Lots 1, 2 and 3 in Block 45; and that part of Lot 4 in Block 45 lying North of the Northerly line of the right of way of U. S. Highway No. 441, all being in Silver Lake Estates, a sub-division in Lake County, Florida, according to the revised and Corrected Plat of Re-subdivision of Silver Lake Estates recorded in Plat Book 10, pages 66 to 69 inclusive, Public Records of Lake County, Florida.

ALSO: The East Half (E 1/2) of Government Lot 4 in Section 15, Township 19 South, Range 25 East, in Lake County, Florida, LESS the right of way of State Road No. S-449.

ALSO: That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 22, Township 19 South, Range 25 East, in Lake County, Florida, lying North of the Northerly line of the right of way of U. S. Highway No. 441.

ALSO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: From the Permanent Reference Monument (shown on the Plat of Silver Lake Estates as recorded in Plat Book 10, page 68, in the Public Records of Lake County, Florida) at the Northwest Corner of the NE 1/4 of the NW 1/4 of Section 22, Township 19 South, Range 25 East, run South 89° 38' 10" East 1328.55 feet to the N 1/4



JUN 15 PM 4:07

corner of said Section 22 and the Point of beginning of this description; from this P. O. B. run South $0^{\circ} 01' 40''$ E, along the mid-section line of said Section 22, 951.40 feet to the North right of way boundary of U. S. Highway No. 441 (said boundary line being 100 feet northerly of, when measured at right angles thereto, the centerline of said highway); thence South $71^{\circ} 34' 00''$ East, along said right of way boundary, 1354.40 feet; thence North $1^{\circ} 09' 40''$ West 57.20 feet to a Permanent Reference Monument shown on the Plat of Silver Lake Estates as recorded in Plat Book 10, page 69, in the Public Records of Lake County, Florida, as the Southwest Corner of the Northeast $1/4$ of the Northeast $1/4$ of aforesaid Section 22; thence North $0^{\circ} 34' 15''$ East 2650.20 feet to a Permanent Reference Monument shown on the last mentioned Plat of Silver Lake Estates as the Northwest Corner of the Southeast $1/4$ of the Southeast $1/4$ of Section 15, Township 19 South, Range 25 East; thence continue North $0^{\circ} 34' 15''$ East 151.85 feet to the Easterly boundary of Subdivision "E" of the Replat of Silver Lake Estates as recorded in Plat Book 12, page 1, in the Public Records of Lake County, Florida; thence South $30^{\circ} 47' 10''$ West, along said East boundary 309.05 feet to the concrete monument at the Southeast corner of said Subdivision "E"; thence North $65^{\circ} 10' 30''$ West along Southerly boundary of said Subdivision "E" 550 feet, more or less, to the waters of Silver Lake; Begin again at the P. O. B., run thence North $0^{\circ} 11' 30''$ East along the mid-section line of aforesaid Section 15, 850 feet, more or less, to the waters of Silver Lake; thence Northeasterly along the waters of Silver Lake 900 feet, more or less, to intersect the first described line. LESS AND EXCEPT that part lying within the 60-foot wide right of way of Lake Shore Drive; ALL containing 70.7 Acres, more or less.

SUBJECT, HOWEVER, to the following: There is hereby reserved to the Grantors, for themselves, their heirs, successors and assigns, a reservation of property interests in the approach zone to Runway 21 (NE) restricting the use of the property to activities which will not interfere with the aeronautical use of the airport, including no development will be permitted which involves the assembly of people in the approach zone area to Runway 21, as shown on Master Plan dated November 29, 1961, and no obstructions shall be permitted in this area in violation of TSO- N 18. This restriction would not preclude erection of fences or small low service type buildings, such as isolated pump houses, equipment sheds, electrical vaults and utility buildings where TSO-N 18 clearances are met and such structures do not encourage non-conforming land use.

The State further covenants that if on or before June 30, 1967, (5 yrs.) the State of Florida, or an agency or instrumentality thereof, has not commenced actual construction on the property herein conveyed of permanent type facilities for a university or college proposed pursuant to plans and specifications approved by the appropriate authorities of the State, whether such failure is due to legal inability or other causes, property herein conveyed will revert to and revest in the United States, and that in such event, the State of Florida will execute such instrument as may be necessary to effect conveyance of the property to the United States.

ALSO, there is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the land conveyed, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from, or operating on the Leesburg Municipal Airport.

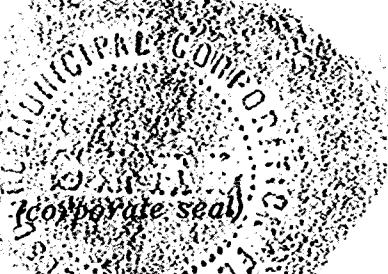
AND the State further covenants that if said above described property ever be discontinued, abandoned or not used as a college for educational purposes, in that event the State of Florida will execute such instruments as may be necessary to effect the conveyance of said property to the United States.

TOGETHER WITH ALL THE tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.



CITY OF LEESBURG, FLORIDA

By W. J. Pike
W. J. Pike
Mayor-Commissioner

Signed, sealed and delivered in the presence of:

John H. Swartz Jr.

ATTEST:

Fred P. Stivender
Fred P. Stivender
City Clerk and Auditor

STATE OF FLORIDA

ss.

COUNTY OF LAKE

Norton B. Oldham Jr.
Countersigned by City Attorney

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. J. PIKE and FRED P. STIVENDER, well known to me to be the Mayor-Commissioner and the City Clerk and Auditor, respectively, of the CITY OF LEESBURG, FLORIDA, a municipal corporation existing under the laws of the State of Florida, Grantor in the foregoing Warranty Deed, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said CITY OF LEESBURG, FLORIDA, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of June, A. D. 1962.

Nancy Winn Everett
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires June 11, 1964

(notary seal)

RECORDED IN OFFICIAL RECORDS BOOK
OF LAKE COUNTY, FLORIDA
FRANK E. OWENS
CLERK OF CIRCUIT COURT

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 22, 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 Capital Projects and Police Forfeiture Funds for the Second 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.

Capital Projects Fund	Amount	Funding Source
Pine Street Parking lot	\$ <u>245,000</u>	Federal Grant
Total Capital Projects Fund	\$ 245,000	

Police Forfeiture Fund	Amount	Funding Source
Vests, Helmets & a Full Service K-9	\$ <u>53,116</u>	Fund Balance
Total Police Forfeiture Fund	\$ 53,116	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2023-24 budget for the Capital Projects and Police Forfeiture Funds for the Second Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

<u>FUND</u>	FY 2024 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2024 <u>AMENDED</u>
General	35,441,434	-	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	1,055,776	-	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	245,000	13,455,931
Electric	89,502,163	-	89,502,163
Gas	14,699,112	-	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	10,452,586	-	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	53,116	89,687
Police Education Receipts	-	-	-
Fire Impact Fees	47,949	-	47,949
Fleet Services	5,191,502	-	5,191,502
Total	293,003,324	298,116	293,301,440

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2022-23 BUDGET FOR THE CAPITAL PROJECTS AND
POLICE FORFEITURE FUNDS FOR THE SECOND 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:

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	245,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	245,000

PROPOSED APPROPRIATIONS

Transportation	245,000
TOTAL PROPOSED APPROPRIATIONS	245,000

POLICE FORFEITURE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	53,116
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	53,116

PROPOSED APPROPRIATIONS

Public Safety	53,116
TOTAL PROPOSED APPROPRIATIONS	53,116

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	245,000
Total Estimated Revenues	245,000
Other Financing Sources:	
Fund Balance Appropriated	53,116
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	298,116

PROPOSED APPROPRIATIONS

Public Safety	53,116
Transportation	245,000
TOTAL PROPOSED APPROPRIATIONS	298,116

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 22nd day of April 2024.

Mayor

ATTEST:

City Clerk

2nd Quarter Budget Adjustments Additional Information

Fund:	Description	Amount	Reason
Capital Projects Fund			
Public Works	Pine Street Parking Lot Grant	245,000	City Commission approved 9/12/22, Awarded to City 12/20/22
Total Capital Projects Fund		245,000	
Police Forfeiture Fund			
	Vests, helmets & full service K-9	53,116	City Commission approved use of the funds 3/25/24
Total Police Forfeiture Fund		53,116	
Total 2nd Qtr Budget Adjustments		298,116	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 22, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, in accordance with the Special Magistrate's recommendation pursuant to the Sunnyside Lake Landing Holding, LLC, and Cenizo Ventures Florida, LLC v. City of Leesburg, dated January 15, 2024, rezoning approximately 120.5 +/- acres, from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for 150 detached single family residential dwelling units on a property located south of U.S. Highway 441 and west of Sunnyside Drive as legally described in Sections 29 and 32, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside/Magistrate PUD)

Staff Recommendation:

Staff recommends approval of the rezoning of the subject property, in accordance and consistency with the recommendation of the Special Magistrate under the Sunnyside Landing v. City of Leesburg, Section 70.51, Florida Statutes proceeding, dated January 15, 2024.

Analysis:

The project site is approximately 120 acres and is generally located south of U.S. Highway 441 and west of Sunnyside Drive as shown on the attached maps. At this time, the property is undeveloped. This request will comply with the recommendation of the Special Magistrate, as attached hereto.

Procurement Analysis:

N/A

Options:

1. Approve the rezoning of the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) per the Special Magistrate's recommendation; or
2. Other action as the Commission may choose.

Fiscal Impact:

No immediate fiscal impact is anticipated as a result of this action. Future development of the property will have a positive fiscal impact in the form of ad valorem taxes, impact fees and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, IN ACCORDANCE WITH THE SPECIAL MAGISTRATE'S RECOMMENDATION PURSUANT TO THE SUNNYSIDE LAKE LANDING HOLDING, LLC, AND CENIZO VENTURES FLORIDA, LLC V. CITY OF LEESBURG, DATED JANUARY 15, 2024, REZONING APPROXIMATELY 120.5 +/- ACRES, FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 150 DETACHED SINGLE FAMILY RESIDENTIAL DWELLING UNITS ON A PROPERTY LOCATED SOUTH OF U.S. HIGHWAY 441 AND WEST OF SUNNYSIDE DRIVE AS LEGALLY DESCRIBED IN SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE/MAGISTRATE PUD)

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

Section 1.

Based upon the petition of Cenizo Ventures, LLC (Greg Beliveau, Land Planning Group 1152 Camp Avenue, Mt. Dora, Florida, 32757, Petitioner) for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from PUD (Planned Unit Development) to PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Sunnyside Landings – Special Magistrate’s Recommendations, January 15, 2024
REVISED LEGAL DESCRIPTION – EXCLUDES 18 +/- acres contiguous to Lake Harris

LEGAL DESCRIPTION: (FROM TITLE COMMITMENT)

BEGINNING AT A POINT 220 YARDS WEST AND 153 YARDS SOUTH OF THE NORTHEAST CORNER
OF THE SOUTHEAST QUARTER OF SE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25
EAST, RUN THENCE SOUTH 177 YARDS, THENCE WEST 220 YARDS, THENCE NORTH 30 YARDS,
THENCE WEST 64 1/2 YARDS, THENCE NORTH 147 YARDS, THENCE EAST 284 1/2 YARDS TO
POINT OF BEGINNING.

BEGINNING 1660 FEET WEST AND 422 3/4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID
SECTION 29, RUN THENCE NORTH 897.76 FEET TO THE NORTH BOUNDARY OF SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, THENCE WEST 660 FEET,
THENCE SOUTH 36.75° EAST 1117 FEET TO POINT OF BEGINNING.

BEGINNING 7 1/2 CHAINS NORTH OF SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE
NORTH 37.50 FEET, THENCE WEST 220 YARDS, THENCE SOUTH 37.50 FEET, THENCE EAST
220 YARDS TO THE POINT OF BEGINNING.

BEGIN ON EASTERN BOUNDARY OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, AT A
POINT 10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF, RUN SOUTH 2 CHAINS MORE
OR LESS TO POINT HALF WAY BETWEEN 2 ROWS OF ORANGE TREES; THENCE WEST BETWEEN
SAID ROWS OF ORANGE TREES 10 CHAINS, NORTH 12 CHAINS, THENCE SOUTH OF EAST TO A
STAKE 16 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH TO
POINT OF BEGINNING.

BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP
19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 495 FEET;
THENCE SOUTH 89° AND 08' E. 660 FEET TO THE EAST LINE OF SAID SECTION 29,

Sunnyside Landings – Special Magistrate’s Recommendations, January 15, 2024
REVISED LEGAL DESCRIPTION – EXCLUDES 18 +/- acres contiguous to Lake Harris

THENCE NORTH 10 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LAKE COUNTY, FLORIDA, RUN S 400.8 FT, WEST 1320 FT, SOUTH 488.4 FT, SOUTH 75
DEG 50 MIN W 885FT, NORTH 115.7FT, WEST 462 FT, NORTH TO THE NORTHWEST CORNER
OF THE NE 1/4 EAST 2640 FT TO THE POB, AND, FROM THE NORTHEAST CORNER OF
SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SOUTH ALONG
THE EAST LINE 400.8 FT, WEST 1320 FT TO WEST LINE OF THE NE 1/4 OF NE 1/4,
SOUTH ALONG SAID WEST LINE OF THE NE 1/4 OF THE NE 1/4 A DISTANCE OF 488.4 FT
FOR POB, RUN S 75-50-0 W 885 FT TO PT A, RETURN TO THE POB, RUN SOUTH TO A
POINT 894.4 FT SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4,
CONTINUE SOUTH 0-43-01 W 20.78FT, S 76-23-48 W 880.64 FT, NORTH TO POINT A.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST
RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2
CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO
POINT OF BEGINNING, CONTAINING 12.5 ACRES; ALSO THE SOUTHWEST QUARTER (SW 1/4)
OF THE SOUTHEAST 1/4 (SE 1/4) OF SAID SECTION 29, LESS THE LAND CONVEYED TO
R.T. GARDNER BY DEED RECORDED AT PAGE 349 IN DEED BOOK U, IN OFFICE OF THE
CLERK OF THE CIRCUIT COURT OF SUMTER COUNTY, FLORIDA, AND LESS THE LAND
CONVEYED TO J. J. GARDNER BY DEED RECORDED IN DEED BOOK 8, PAGE 139 IN THE
OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, AND LESS THE
LAND CONVEYED TO ERNEST KINZIE BY DEED RECORDED AT PAGE 275 OF DEED BOOK 14, IN
OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA;

ALSO LESS: BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION
29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH

Sunnyside Landings – Special Magistrate’s Recommendations, January 15, 2024
REVISED LEGAL DESCRIPTION – EXCLUDES 18 +/- acres contiguous to Lake Harris

89°08' EAST 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET
TO THE POINT OF BEGINNING. THIS SAME PIECE OF PROPERTY IS ALSO DESCRIBED AS: S
BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST
RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 ½
CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO
POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS.

ALSO THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 29 LESS: BEGIN AT A POINT ON THE
EAST LINE OF SW1/4 OF THE SE 1/4 420 FEET NORTH OF THE SE CORNER OF SAID SW ¼
OF THE SE 1/4 RUN THENCE NORTH 900 FEET TO THE NE CORNER OF SW 1/4 OF SE 1/4,
THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF SE 1/4 857.5 FEET. THENCE
SOUTHEASTERLY TO A POINT 193.5 FEET WEST AND 897.75 FEET SOUTH OF THE NE CORNER
OF SW 1/4 OF SE 1/4 THENCE SOUTH 2.25 FEET THENCE EAST TO POINT OF BEGINNING.

ALL LANDS IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE
25 EAST LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25
EAST, LAKE COUNTY, FLORIDA, THENCE S.00 DEGREES 01'15"W. ALONG THE EAST LINE OF
SAID SECTION 32, A DISTANCE OF 574.70 FEET TO A NAIL AND CAP ON A PROJECTION OF
A ROW OF CITRUS TREES FOR THE POINT OF BEGINNING THENCE S 77°39'09"W ALONG SAID
PROJECTION AND THE ROW OF CITRUS TREES , THENCE 1162.02 FEET TO A IRON ROD ON
THE EDGE OF SWAMP, THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE NE
1/4 OF SAID SECTION 32 THAT IS 894.40 FEET SOUTHERLY OF THE NORTHWEST CORNER OF
SAID NE 1/4 OF THE NE 1/4, SAID POINT ALSO BEING THE TERMINUS OF THE
DESCRIPTION LINE.

Sunnyside Landings – Special Magistrate’s Recommendations, January 15, 2024
REVISED LEGAL DESCRIPTION – EXCLUDES 18 +/- acres contiguous to Lake Harris

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; (A COMPILATION OF THE ABOVE
DESCRIBED PARCELS AS WRITTEN BY SURVEYOR.)

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE
COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, ALSO BEING THE NORTHEAST CORNER
OF SECTION 32; THENCE RUN S89°55'30"W ALONG THE NORTH LINE OF THE NORTHEAST ¼
OF SECTION 32, 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A
MAINTENANCE RIGHT OF WAY, FOR THE POINT OF BEGINNING; THENCE RUN S00°43'05"W
ALONG SAID WEST RIGHT OF WAY LINE, 580.16 FEET TO A CONCRETE MONUMENT MARKED
"PSM 3715" ON A PROJECTION OF A ROW OF CITRUS TREES; THENCE RUN S77°47'19"W
ALONG SAID PROJECTION, 1355.23 FEET; THENCE RUN S02°05'35"W, 20.78 FEET; THENCE
RUN S80°31'58"W, 870.15 FEET; THENCE RUN N00°46'47"E, 132.85 FEET; THENCE RUN
N89°13'13"W, 457.71 FEET TO THE MONUMENT WEST LINE OF THE NORTHEAST 1/4 OF
SECTION 32; THENCE RUN N00°40'34"E ALONG SAID MONUMENT WEST LINE, 895.11 FEET
TO A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4;
THENCE RUN N01°13'37"E ALONG THE MONUMENT WEST LINE OF THE SOUTHEAST 1/4 OF
SECTION 29, 1370.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S89°02'16"E ALONG THE SOUTHWEST 1/4 OF
THE SOUTHEAST 1/4, 1133.47 FEET TO A CONCRETE MONUMENT; THENCE RUN S00°49'36"W,
459.00 FEET; THENCE RUN S83°20'05"E, 861.44 FEET; THENCE RUN N00°55'10"E,
506.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A
MAINTENANCE RIGHT OF WAY; THENCE RUN S67°12'42"E ALONG SAID SOUTHERLY RIGHT OF
WAY LINE, 586.83 FEET TO A CURVE ON THE WEST RIGHT OF WAY LINE, SAID CURVE
BEING CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE
HAVING A CENTRAL ANGLE OF 68°13'25", A RADIUS OF 150.00 FEET, AN ARC LENGTH OF

Sunnyside Landings – Special Magistrate’s Recommendations, January 15, 2024
REVISED LEGAL DESCRIPTION – EXCLUDES 18 +/- acres contiguous to Lake Harris

178.61 FEET, A CHORD BEARING OF S33°06'00"E AND A CHORD DISTANCE OF 168.24

FEET; THENCE RUN S01°00'43"W ALONG SAID WEST RIGHT OF WAY LINE, 934.51 FEET TO

THE POINT OF BEGINNING.

IN AND BEFORE A SPECIAL MAGISTRATE
SUNNYSIDE LANDING/CITY OF LEESBURG
SECTION 70.51 F.S. PROCEEDING

SUNNYSIDE LAKE LANDING HOLDING,
LLC, and CENIZO VENTURES FLORIDA,
LLC,

Petitioners,

v.

CITY OF LEESBURG,

Respondent.

_____ /

Special Magistrate Recommendation

Pursuant to the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes (2023), (“Dispute Resolution Act”) and more specifically, Section 70.51(19), Florida Statutes (2023), and after a one day evidentiary hearing held on July 19, 2023, pursuant to Section 70.51(15), Florida Statutes (2023), and a site visit to the property at issue and surrounding areas by the Special Magistrate in the above-captioned special magistrate proceeding, the Special Magistrate enters this Special Magistrate Recommendation (“SM Recommendation”) pursuant to the guidelines set forth in Sections 70.51(18) and (19), Florida Statutes (2023).

STATEMENT OF THE ISSUE

The issue in this special magistrate proceeding is whether the denial of Petitioners Sunnyside Lake Land Holding Company, LLC, and Cenizo Ventures Florida, LLC (“Petitioners”) rezoning application for the Sunnyside Landing Planned Unit Development in Case No. PUD 21-78 (“Sunnyside PUD”) by Respondent City of Leesburg (“City”) (Petitioners and the City are jointly referred to as the “Parties”) was “unreasonable” or “unfairly burdens” the Petitioners’ use of real property pursuant to the Dispute Resolution Act. In making this determination, the Special Magistrate is guided by the criteria listed in Section 70.51(18)(a)-(h) and (19), Florida Statutes (2023).

EXHIBITS & TRANSCRIPT

Exhibits admitted into evidence during the special magistrate hearing are referred to in this SM Recommendation by the exhibit number followed by the appropriate page number – e.g., Pet. Ex. 1 at 5. References to the July 19 hearing transcript are denoted herein as “T.” followed by the appropriate page number – e.g., T. 10.

During the special magistrate evidentiary hearing, the Petitioners introduced pre-marked Exhibits 2, 3, 5A, 5B, 5C, 6A, 6B, 6C, 7, 10C, 10D, 11, 12A, 12B, 13, 14, 17, 19, 21, 21A, 21B, 22, 23, 24, 25, 26, 27, and 27A. The City did not introduce any exhibits, but instead relied upon the Petitioners’ exhibits. Copies of all the exhibits introduced into evidence during the special magistrate evidentiary hearing are on file with the Special Magistrate and are listed on pages 4 and 5 of the hearing transcript and the Parties have copies of the exhibits. On August 2, 2023, the original hearing transcript was filed with the Special Magistrate and a copy was provided to each of the Parties.

ATTENDEES AND RELATED MATTERS

Attorney Brent Spain of Theriaque & Spain represented the Petitioners at the evidentiary hearing and presented the following witnesses: Greg Beliveau, AICP – who was qualified and testified as an expert in land use, comprehensive planning, and urban planning. (Pet. Ex. 7; T. 5).

Attorneys Stephanie Brionez and Mark Brionez of Brionez & Brionez represented the City at the evidentiary hearing and presented one witness: Dan Miller – the City’s Planning Director.

Several members of the public attended the evidentiary hearing and were given the opportunity to testify on the issues relevant to this special magistrate proceeding. No member of the public requested to make any comments or introduce any documents or other exhibits into the record for the Special Magistrate’s consideration. (T. 188).

Additionally, as disclosed at the outset of the July 19 special magistrate hearing, the Special Magistrate on July 18, 2023, conducted a site visit of the subject property and the surrounding area on Sunnyside Drive. (T. 12).

As requested by the Special Magistrate at the end of the special magistrate hearing, Petitioners and the City through their counsel filed Proposed Recommended Orders on October 23, 2023. (Referred to herein individually as “Petitioners PRO” and “City PRO”)

All of the exhibits, testimony presented at the evidentiary hearing, and the Special Magistrate’s site visit provide the necessary basis for this SM Recommendation.

INTRODUCTION AND PREFACE

The Special Magistrate is adopting most of the Petitioners PRO with some changes as part of the SM Recommendation. Most of these are found in the Findings of Facts, Conclusions of Law and Recommendation sections of this SM Recommendation. These sections along with this “Introduction and Preface” section constitute the SM Recommendation.

This “Introduction and Preface” is a brief discussion of some, not all, key factual and legal matters considered by the Special Magistrate in reaching a recommendation in this matter. It addresses the four areas the City asserts were the basis for denial of the Sunnyside PUD. As noted in the City PRO: “The City’s denial (of the Sunnyside PUD) was based upon **non-compliance with the Sunnyside Task Force Study Report (“Sunnyside Task Force Study Report”), poor condition of the roads, citizen/resident complaints, and concerns regarding water supply.**” City PRO, Paragraph (f), Pg. 7 (Emphasis added). This summary will briefly address each of those items in addition to the issue of land use compatibility of the Sunnyside PUD.

A full discussion of these items and other significant facts and law are found in the Findings of Facts and Conclusions of Law sections of this SM Recommendation.

The facts in this special magistrate proceeding are relatively straight forward and found in more detail in the Findings of Facts section in this SM Recommendation. Importantly, there are no significant facts in dispute between the Parties. There are no significant discrepancies between the Findings of Facts of Petitioners PRO and the City PRO although there are some facts in each not mentioned in the other. The core of the dispute between the Parties is the legal significance of those facts. Upon review and analysis, Petitioners are clearly correct on the legal significance of those facts based on established Florida law and as detailed in the Conclusions of Law section in this SM Recommended Order.

A. **Non-Compliance With Sunnyside Task Force Study Report**

This factor was clearly the most important factor cited by the City for the denial of the Sunnyside PUD.

A key factual finding that was undisputed at the Special Magistrate Hearing was noted as follows in the Petitioners PRO:

“Since the adoption of Resolution No. 7158, (Sunnyside Task Force Study Report) it is undisputed that the City has not adopted or incorporated any of the density level recommendations from the Sunnyside Task Force Study Report (Sunnyside Task Force Study Report) into the City’s Comprehensive Plan or the City’s LDC. (T. 39-40, 139, 177). In other words, the City has never formally codified the recommendations of the Sunnyside Task Force Study Report. (T. 115). Additionally, there is no notation or asterisk on the City’s Future Land Use Map indicating that properties within the Sunnyside Study Area are subject to density limitations other than those prescribed for the assigned future land use category. (T. 24-25).” Petitioners PRO, Pg. 9, Paragraph 21.

Not surprising given this present status of the Sunnyside Task Force Study Report is the admission by the City and Petitioners that the critical legal requirements for allowing the Sunnyside PUD to proceed have been met. The City PRO states, and it was undisputed at the Special Magistrate Hearing, that the following is correct: “**Although the Land Development Regulations and the City’s Comprehensive Plan would permit the Petitioners’ proposed PUD....**” City PRO, Pg. 6, Paragraph (c) (Emphasis added) The Petitioners PRO notes: “In 2021, Petitioners submitted the 2019 Sunnyside PUD application, proposing 159 units on 139 acres for approval. **This density was consistent with the City’s Comprehensive Plan and their Land Development Code.**” Petitioners PRO Pg.12, Paragraph 29 (Emphasis added) As will be

discussed later in this SM Recommendation, Petitioners now seek even lower density for the Sunnyside PUD.

Also, the City contends it does not need to abide by the Sunnyside Task Force Study Report even though the Petitioners do have to abide by it if the City decides to apply it. The City PRO asserts: “The Sunnyside Report was adopted by the City by resolution in such a way that future City Commissions **could choose to apply it or not, but would not be bound by the requirements.**” City PRO, Pg. 3, Paragraph 7 (Emphasis added) A former Leesburg City attorney has also publicly noted that the Sunnyside Task Force Study Report does not bind the City of Leesburg in any manner. (Pet. Ex. 25 at 5)

No criteria have ever been adopted and/or published by the City to specify when or when it will not apply the Sunnyside Task Force Study Report or when it “would not be bound by the requirements.” And no evidence was presented at the special magistrate hearing as to what criteria are being used to apply the Sunnyside Task Force Study Report. It is not surprising that the City PRO cites no authority, either case law or statutory law, that allows for the discretionary enforcement of the Sunnyside Task Force Study Report that has never been codified.

The City correctly asserts that Petitioners had notice of the Sunnyside Task Force Study Report before submitting the rezoning application for the Sunnyside PUD. The City argues that because Petitioners had “notice”, Petitioners are therefore bound by the Sunnyside Task Force Study Report if the City, at its sole discretion, without any criteria and without any codification of the Sunnyside Task Force Study Report, decided to enforce the recommendations of the Sunnyside Task Force Study Report. No legal authority has been cited by the City and none has been found to support this assertion. There is no land use regulation in Florida, and likely in any state, that is enforceable or valid under such circumstances. Such a scenario is the definition of “unreasonable”

and “arbitrary” and certainly “unfairly burdens” the use of property. Section 70.51(19)(b), Florida Statutes (2023). See Conclusions of Law section in this SM Recommendation

The mistaken notion of legal enforceability of the Sunnyside Task Force Study Report by simply “notice” of it has no better illustration than the undisputed fact that the City’s Planning Staff, with full “notice” of the Sunnyside Task Force Study Report, recommended approval of an even higher density Sunnyside PUD than the one presently proposed as part of this special magistrate proceeding. And the City’s Planning Director testified that “As a professional planner, I viewed [the Sunnyside PUD] as a project that is consistent with the City of Leesburg comp plan and land development regulations” and reaffirmed that he had applied the City’s “adopted criteria.” (T. 162, 180). The City’s Planning Staff also concluded that this higher density project than the one now proposed was compatible with the surrounding land uses.

Almost without exception at the local government level in Florida, there is no governmental group more familiar with the legal regulatory framework affecting land use than a City’s Planning Staff since the planning staff is tasked as the primary source for information and enforcement of local land use laws and regulations. If the Sunnyside Task Force Study Report determines the outcome, why didn’t the City’s Planning Staff apply it in its recommendation? The fact that the City Planning staff was unaware of the City Commission’s position on the applicability and enforcement of provisions in the Sunnyside Task Force Study Report underscores the “unreasonable”, “arbitrary” and “unfair burden on property” nature of enforcing the Sunnyside Task Force Study Report whenever the City Commission decides to do it. This is the case not only in regard to the Sunnyside PUD, but any development supposedly affected by the Sunnyside Task Force Study Report until the Sunnyside Task Force Study Report is properly added as enforceable provisions to the City’s comprehensive land use plan and land development code, as applicable.

Finally, it is significant that unlike the City, Lake County, the other local government entity affected by the Sunnyside Task Force Study Report, has implemented the Sunnyside Task Force Study Report by appropriate amendments to its comprehensive plan.¹

Details of this item appear later in this SM Recommendation.

B. Citizen/Resident Complaints

Equally as invalid and troublesome is the rationale that some nearby residents (despite notice of the special magistrate hearing and provided an opportunity to do so, no nearby resident or other persons testified or made a presentation at the special magistrate hearing) objected to the Sunnyside PUD. It is extremely salient and valuable to hear members of the public state objections or support for a particular land use matter. Such objections or support, however, must be based on applicable law and relevant facts for a governmental body (or a special magistrate) to consider it in making a decision. For obvious reasons, mere conjecture or unsupported opinion are a dangerous and legally invalid rationale to use to determine the legality of any legal matter and sets a baseless, perilous precedent. As noted, there were no presentations on any issues by neighbors or other individuals at the special magistrate hearing.

Details of this item appear later in this SM Recommendation.

¹ The mistaken belief that the Sunnyside Task Force Study Report carries the same legal status as comprehensive plans or land development codes is shown in the “Recommendation” within the City PRO that the City suggests the special magistrate enter in the SM Recommendation. In part, the City PRO suggest that the Special Magistrate recommend that: “If Petitioners submit a PUD application consistent with the Sunnyside Task Force Report, ... (the special magistrate) recommend that the City approve such application, so long as it is otherwise compliant with all **other** City Land Development Regulations and Comprehensive Plan.” City PRO. Pg. 8 (Emphasis added) The word “other” suggests that the Sunnyside Task Force Study Report carries the same legal significance as comprehensive plans and land development codes. It does not and no legal authority has been cited to support such treatment.

C. **Poor Condition of Roads**

Poor conditions of roads impacted by the Sunnyside PUD is another basis cited by the City to deny the Sunnyside PUD. No evidence was presented at the special magistrate hearing that either such impacts would be contrary to applicable law or standards or that such impacts would not be adequately addressed during the normal regulatory approval process for the Sunnyside PUD.

Details of this item appear later in this SM Recommendation.

D. **Concerns Regarding the Water Supply**

Neither the City PRO nor the Petitioners PRO provided any detail or argument on this item. It does not seem to be a material concern in terms of this special magistrate proceeding and cannot be relied upon to support any type of recommendation.

E. **Land Use Compatibility of the Sunnyside PUD**

Besides the above four items cited by the City as the reasons for the denial of the Sunnyside PUD, one other item deserves to be addressed, the compatibility of the Sunnyside PUD with surrounding land uses. The Petitioners PRO stated the following that, as correctly noted, was undisputed in the special magistrate hearing:

“It is also undisputed that the City’s Planning Staff reviewed the Sunnyside PUD for compatibility and concluded that “[t]he proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts” and “is consistent with the City’s Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6” – i.e., “Land Use Compatibility.” (T. 47-49; Pet. Ex. 5A at 58; Pet. Ex. 3 at I-45). Moreover, on cross-examination during the evidentiary hearing, the City’s Planning Director confirmed that the Sunnyside PUD with 159 units is “compatible” with the surrounding area.

In so doing, the City’s Planning Director confirmed that in his opinion “[t]he parcel is suitable for the proposed use” and that “[t]he proposed use will not alter the character of the surrounding area.” (T. 145-46). Further, when asked whether he had concluded that the proposal is compatible with the surrounding area, the City’s Planning Director confirmed he had:

Q. [I]s it correct to say that you had concluded that the proposal was compatible with the surrounding area?

A. Yes, it is.

Q. And that would be at 159 units?

A. Yes.

(Emphasis added)

The present proposed density for the Sunnyside PUD is lower at 150 units.

The Special Magistrate's site visit to the general area where the Sunnyside PUD is located did not disclose any grounds why the residential nature and density of the Sunnyside PUD (consistent with the Revised Sunnyside PUD Concept Plan that the Petitioners introduced during the evidentiary hearing and subject to all conditions in the prior Staff Report for the Sunnyside PUD) would not be compatible with the surrounding residential land uses. The Special Magistrate has been practicing in the areas of environmental and land use law in Florida for over 48 years.

Details of this item appear later in this SM Recommendation.

FINDINGS OF FACT

Based upon the testimony and evidence introduced during the evidentiary hearing, the Special Magistrate makes the following findings of fact:

A. **The Parties**

1. The Petitioners are the owners of approximately 139± acres of real property generally located south of U.S. Highway 441 and west and east of Sunnyside Drive in Lake County, Florida ("Property"), as depicted on the maps in the record. (Pet. Ex. 5C at 5). The Petitioners were the parties that filed the application for the Sunnyside PUD. (Pet. Ex. 5A).

2. The City is a Florida municipal corporation and is the entity responsible for reviewing and approving or denying the Sunnyside PUD.

B. The Petitioners' Property

3. The Petitioners' Property consists of two (2) tracts of land. (Pet. Ex. 12A). The first tract consists of approximately 120± acres of land located to the south and west of Sunnyside Drive ("Parent Tract"). (Id.; T. 17). The second tract consists of 18.5± acres of land located to the east of Sunnyside Drive ("Additional Tract"). (Pet. Ex. 12A; T. 27).

4. The current future land use designation of the Parent Tract on the City's Future Land Use Map is "Estate Residential" with the wetland areas designated as "Conservation." (Pet. Ex. 14; T. 24). The current zoning of the Parent Tract on the City's Zoning Map is PUD (Planned Unit Development). (Pet. Ex. 13; T. 22).

5. Pursuant to Objective 1.1.a of the City's Future Land Use Element ("FLU"), the Estate Residential future land use category is "intended for single family detached residences in urbanized areas and some rural communities that have adequate infrastructure and public facilities to support the density of up to four (4) units per acre." (Pet. Ex. 3 at I-34). Similarly, FLU Policy 1.1.1 provides that "[t]he adopted Future Land Use Map shall contain and identify appropriate locations for the following land use categories" and specifies "Estate Density Residential" as "Up to 4 units/gross acre." (Id. at I-38 to I-39). In addition, FLU Policy 1.4.9 provides that "[d]evelopments may be allowed to transfer densities on the site from environmentally sensitive areas to upland areas that are more suitable for development permitted the project goes through the planned unit development process and does not exceed a transfer of density of 1 unit per acre." (Id. at I-43).

6. Section 25-274(b) of the City's Land Development Code ("LDC") provides that the purpose of the PUD zoning district is "to provide for proper private development of infill areas, as well as the comprehensive development of large areas of vacant or substantially vacant land that requires a flexible approach to development." (Pet. Ex. 2 at 4). The PUD zoning district is a standalone zoning district which "establishes the permitted uses, densities and intensities of the site as well as the basic district development standards as part of the rezoning process and the issuance of a development order." (Id.; T. 23).

7. The Additional Tract is in unincorporated Lake County, Florida. The current future land use designation of the Additional Tract on Lake County's Future Land Use Map is "Rural." (Pet. Ex. 14). The current zoning of the Additional Tract on Lake County's Zoning Map is R-1 (Rural Residential). (Pet. Ex. 13).

C. **Zoning And Land Use History of The Petitioners' Property**

8. In May 2005, the Petitioners' predecessor – William Herlong Jr., Baw Inc. – filed an annexation application with the City for the Parent Tract. (Pet. Ex. 21 at 1, 16). At the same time, the Petitioners' predecessor also filed an application seeking to rezone the Parent Tract from Lake County "Agriculture" to City of Leesburg "Planned Unit Development." (Id. at 1, 33). The proposed PUD consisted of 120 units on the Parent Tract, equating to a gross density of 1.0 dwelling units per acre and a net density of 1.7 dwelling units per acre. (Id. at 55).

9. The City's Planning Staff recommended approval of the annexation and the proposed PUD rezoning. (Id. at 16, 19). The City's Planning Commission held a public hearing on the proposed PUD on July 7, 2005, and, at the conclusion thereof, voted unanimously to approve the proposed PUD. (Id. at 32-34).

10. On December 12, 2005, the City Commission held a public hearing on the annexation. (Id. at 36-37). By a vote of 5-to-0, with no public comment in opposition, the City Commission approved the annexation. (Id. at 36). The City Commission's approval of the annexation of the Parent Tract is memorialized in Ordinance No. 05-123 ("Annexation Ordinance"). (Id. at 38-40). The Annexation Ordinance imposes no restrictions on the development of the Parent Tract.

11. At its meeting on December 12, 2005, the City Commission also held a public hearing on the proposed PUD. (Id. at 51-52). By a vote of 5-to-0, with no public comment in opposition, the City Commission approved the proposed PUD. (Id. at 52). The City Commission's approval of the proposed PUD is memorialized in Ordinance No. 05-124 ("2005 PUD"). (Id. at 53-62; Pet. Ex 23). The 2005 PUD authorized the Parent Tract to be developed with 120 units, which, as previously noted, equates to a gross density of 1.0 dwelling units per acre and a net density of 1.7 dwelling units per acre. (Pet. Ex. 21 at 55).

12. Subsequent to the City Commission's approval of the 2005 PUD, the Petitioners' predecessor filed an application for preliminary subdivision plan approval for the Parent Tract. (Id. at 83). The preliminary subdivision plan was for the development of 120 units on the Parent Tract. (Pet. Ex. 21B).

13. On June 22, 2006, the City's Planning Commission held a public hearing on the proposed preliminary subdivision plan. (Pet. Ex. 21 at 82-83). The City's Planning Staff recommended approval of the proposed preliminary subdivision plan. (Id. at 83). By a vote of 6-to-0, the City's Planning Commission approved the proposed preliminary subdivision plan ("2006 PSP"). (Id.).

14. The Planning Commission's approval of the 2006 PSP is memorialized in a letter from the City's former Planning and Zoning Manager to the project engineer dated July 17, 2006. (Id. at 66). The approval letter does not specify any expiration date for the 2006 PSP. (Id.; T. 156). Additionally, as attested to by the Petitioners' planning expert and the City's Planning Director at the evidentiary hearing in this matter, Section 25-443 of the City's LDC, which governs preliminary subdivision plans, does not impose an expiration date for approved plans. (T. 21, 174; Pet. Ex. 2 at § 25-443).

15. On December 18, 2006, the City Commission held a public hearing on a proposed large-scale comprehensive plan amendment to change the future land use designation of the Parent Tract from Lake County "Urban Expansion" and Lake County "Suburban" to City "Estate Residential" and "Conservation." (Pet. Ex. 21 at 94-95). The City's Planning Staff recommended approval of the proposed comprehensive plan amendment. (Id. at 91). By a vote of 4-to-0, with no public comment in opposition, the City Commission approved the proposed plan amendment. (Id. at 95). The City Commission's approval of the plan amendment is memorialized in Ordinance No. 06-149 ("2006 Plan Amendment"). (Id. at 86-90). The 2006 Plan Amendment does not contain any language restricting the density on the Parent Tract lower than the allowable density in the Estate Residential future land use category – i.e., up to four (4) dwelling units per acre. (T. 152).

16. Notwithstanding the above-referenced approvals and presumably because of the housing market crash in 2008, the Petitioners' predecessor did not construct the development authorized by the 2005 PUD and the 2006 PSP on the Parent Tract. (T. 19). The Petitioners acquired the Parent Tract subsequent to the City's approval of the 2005 PUD, 2006 PSP, and 2006 Plan Amendment.

D. Sunnyside Task Force Study Report

17. In 2003, the City Commission adopted Resolution No. 6983 directing the City's Planning Staff to "begin a study of the development patterns in the Sunnyside area and formulate a plan to guide future annexation and development in the area." (Pet. Ex. 21A at 3). In so doing, the City Commission authorized the formation of a "Task Force" to prepare a study with "recommendations on appropriate levels of density, infrastructure, and transportation design for the Sunnyside area." (Id.). The parties do not dispute that the Petitioners' Property is located within the Sunnyside Study Area.

18. With respect to the issue of density, the Sunnyside Task Force Study Report recommended the following density levels within the Sunnyside Study Area: High (8 du/ac), Medium (3 du/ac), Low (1 du/ac), and Very Low (3 ac/du). (Id. at 6). Pursuant to Figure 4 (Recommended Density Levels) in the Sunnyside Task Force Study Report, the Parent Tract is split between the "Low" and "Very Low" recommended density levels. (Id.; T. 138). The northern portion of the Parent Tract – roughly 60 acres – is located in the "Low (1 du/ac)" recommended density level, and the southern portion – roughly 60 acres – is located in the "Very Low (3 ac/du)" recommended density level. (T. 138). According to the City's Planning Director, if the Sunnyside Task Force Study Report were applied to the Parent Tract, it would authorize a maximum of eighty (80) dwelling units. (T. 138).

19. The Sunnyside Task Force Study Report stated that the recommendations therein would be forwarded to both the Leesburg City Commission and the Lake County Board of County Commissioners for their consideration. (Pet. Ex. 21A at 10).

20. On June 28, 2004, the City Commission approved Resolution No. 7158, thereby purporting to accept the recommendations of the Sunnyside Task Force Study Report and directing City Staff to implement those recommendations in considering any proposed annexation or proposed development within the study area. (Pet. Ex. 22). In so doing, Resolution No. 7158 provided that “development within the study area, over which the City of Leesburg has control, will proceed in accordance with the recommendations set forth in the Sunnyside Task Force Study Report, unless otherwise approved by the City Commission.” (Id.).

21. Since the adoption of Resolution No. 7158, it is undisputed that the City has not adopted or incorporated any of the density level recommendations from the Sunnyside Task Force Study Report into the City’s Comprehensive Plan or the City’s LDC. (T. 39-40, 139, 177). In other words, the City has never formally codified the recommendations of the Sunnyside Task Force Study Report. (T. 115). Additionally, there is no notation or asterisk on the City’s Future Land Use Map indicating that properties within the Sunnyside Study Area are subject to density limitations other than those prescribed for the assigned future land use category. (T. 24-25).

22. Unlike the City, Lake County specifically adopted guidelines into the Lake County Comprehensive Plan pursuant to the Sunnyside Task Force Study Report. (T. 41; Pet. Ex. 17 at 61-62). To establish a density reducing gradient of residential development from U.S. 441 to Lake Harris, Lake County’s Comprehensive Plan authorizes the following future land use categories in the Sunnyside Study Area: Urban Low Density (4 du/ac), Urban Medium Density (7 du/ac), Urban High Density (min. 4 du/ac, max. 12 du/ac), and Rural Transition (1 du/5 ac, 1 du/3 ac, and 1 du/1 ac). (Id. at 20-21, 62; T. 41-42).

E. **The Sunnyside PUD**

23. In 2018, the Petitioners retained Greg Beliveau, AICP, of LPG Urban & Regional Planners, Inc., to assist with development entitlements for the Property. (T. 16). During the application process, the City’s Planning Staff advised Mr. Beliveau that the 2005 PUD had expired pursuant to Section 6.F of the Sunnyside Landing Planned Unit Development Conditions (“2005 PD Conditions”). (T. 25).

24. Section 6.F of the 2005 PD Conditions states in its entirety:

Implementation of the project shall substantially commence within 24 months of approval of this Planned Unit Development. In the event, [sic] the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their [sic] next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to RE-1 (Estate Density Residential) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

(Pet. Ex. 23 at § 6.F).

25. According to the City’s Planning Director, the City interpreted the above-quoted language to mean that an approved PUD automatically expired after twenty-four (24) months if the project had not substantially commenced – which the City’s Planning Director indicated the City viewed as “turning dirt and spending a significant amount of money” or “beginning physical construction.” (T. 179). On cross-examination, however, the City’s Planning Director admitted that there is no language in Section 6.F of the 2005 PD Conditions stating that the PUD would automatically expire after twenty-four (24) months if physical construction had not started. (T. 149, 179). The City’s Planning Director further admitted that the City never took any of the steps specified in Section 6.F of the 2005 PD Conditions to formally rescind or terminate the 2005 PUD.

(T. 149-50). Moreover, when asked by the City's counsel on redirect whether the predecessor owner "was ever noticed of the expiration of the PUD itself," the City's Planning Director stated, "No, I do not think they were ever noticed – I don't think they were ever noticed of any expiration." (T. 184). The City Planner also admitted that he had "no evidence" that the 2006 PSP ever expired. (T. 156).

26. The Petitioners' planning expert and the City's Planning Director both confirmed during the evidentiary hearing that the Parent Tract has continued to be designated PUD on the City's Zoning Map. (T. 22, 137). However, when asked whether the Petitioners "could walk into the building department today and pull a building permit on this property" the City's Planning Director stated, "No, sir." (T. 153). Rather, to do any development on the Parent Tract, the City's Planning Director indicated that the Petitioners would need to obtain a new PUD approval. (Id.).

27. Based upon the City's position that the 2005 PUD had expired and a new development application was needed, the Petitioners filed an application for approval of a new PUD in 2019 – i.e., the Sunnyside PUD. (T. 27). In conjunction with the application for the Sunnyside PUD, the Petitioners also filed applications to annex the Additional Tract and to change the future land use designation of the Additional Tract from Lake County "Rural" to City of Leesburg "Estate Residential." (Pet. Ex. 5A at 1-2, 9-10). The initial 2019 submittal for the Sunnyside PUD proposed more than 200 units but was subsequently reduced to 159 units on 139 acres – equating to a density of 1.14 dwelling units per acre. (T. 28). The City's Planning Staff reviewed the 2019 Sunnyside PUD submittal and recommend approval of the same, concluding the proposal was consistent with the City's Comprehensive Plan and the City's LDC. (Id.).

28. During the review of the 2019 Sunnyside PUD submittal, the applicability of the Sunnyside Task Force Study Report to the project was raised. (T. 29). On this point, the City's

late attorney – Fred Morrison – advised the City’s Planning Commission at its meeting on August 13, 2020, that, “although the study was adopted in 2004, it is not considered binding on future City Commissions.” (Pet. Ex. 25 at 5). Similarly, when the City Commission considered the 2019 Sunnyside PUD submittal at its meeting on December 21, 2020, attorney Morrison advised the City Commission that “[t]his Commission has the authority notwithstanding the Task Force report to approve this if that is the desire of the Commission.” (Pet. Ex. 26 at 15). Ultimately, the City Commission took no formal action on the 2019 Sunnyside PUD submittal. (T. 34).

29. Thereafter, the Petitioners resubmitted for the Sunnyside PUD in 2021. (T. 43-44). Like the 2019 submittal, the 2021 Sunnyside PUD submittal proposed 159 units on 139 acres – equating to a density of 1.14 dwelling units per acre. (T. 45; Pet. Ex. 5B). The City’s Planning Staff recommend approval of the 2021 Sunnyside PUD, concluding the revised proposal was consistent with the City’s Comprehensive Plan and the City’s LDC and compatible with the surrounding area and land uses. (T. 45; Pet. Ex. 5A at 31). The City’s Planning Staff also recommended approval of the proposed annexation and land use change for the Additional Tract. (Pet. Ex. 5A at 1, 13). At no time did the City’s Planning Staff recommend denial upon or otherwise indicate that the proposed Sunnyside PUD was inconsistent with the Sunnyside Task Force Study Report. (T. 143, 147, 162).

30. On March 28, 2022, the City Commission held a public hearing on the 2021 Sunnyside PUD submittal. (Pet. Ex. 19). Notwithstanding the City Planning Staff’s recommendation of approval and the absence of any testimony or evidence in opposition, the City Commission, by a vote of 3-to-1, denied the proposed annexation and land use change of the Additional Tract at the outset of the March 28 public hearing. (Id. at 6-7). As result thereof, the

Additional Tract was removed from the proposed Sunnyside PUD and the number of units was reduced to 155 units on 120 acres – equating to a density of 1.29 units per acre. (T. 112).

31. At the conclusion of the March 28 meeting, the City Commission voted 2-to-2 on the motion to approve the proposed Sunnyside PUD with 155 units on the Parent Tract. (Id.; Pet. Ex. 19 at 22). The acting City Attorney advised the City Commission that “a tie vote is an effective denial.” (Id.).

32. On April 26, 2022, the Petitioners timely filed their Request for Relief with the City. Pursuant to the Dispute Resolution Act, a mediation conference was held on August 16, 2022, between the Petitioners and the City with the undersigned Special Magistrate acting as a mediator to discuss potential negotiated settlement solutions to the issues in this matter. A mediated settlement, however, was not reached. Accordingly, pursuant to the Dispute Resolution Act, the undersigned Special Magistrate conducted the required evidentiary hearing in this matter on July 19, 2023, to gather the information “necessary to understanding” the facts and law applicable to this matter and to be able to develop this Report and Recommendation.²

ANALYSIS AND CONCLUSIONS OF LAW

In their Request for Relief, the Petitioners assert that the City Commission’s denial of the Sunnyside PUD was unreasonable and unfairly burdens the use of the Parent Tract. The evidence and testimony introduced during the public hearing focused on three primary issues: (1) traffic concerns on Sunnyside Drive; (2) compatibility; and (3) the Sunnyside Task Force Study Report. Each of these issues is addressed separately below.

² The City Commission’s denial of the annexation and future land use change of the Additional Tract does not constitute a “development order” for purposes of the Dispute Resolution Act, and, thus, is not part of this Report and Recommendation. *See* § 70.51(2)(a), Fla. Stat. (2022).

A. **Purpose And Scope Of The Dispute Resolution Act**

The Dispute Resolution Act requires that a special magistrate make the following determination:

[T]he special magistrate shall consider the facts and circumstances set forth in the request for relief and any responses and any other information produced at the hearing in order to determine whether the action by the governmental entity or entities is unreasonable or unfairly burdens the real property.

§ 70.51(17)(b), Fla. Stat. (2022) (emphasis supplied).

The terms “action by the governmental entity,” “unreasonable,” and “unfairly burdens the real property” are not defined in the Dispute Resolution Act. The Dispute Resolution Act intends for a special magistrate to weigh and balance all relevant facts and law involving the action by the governmental entity and the land use at issue and make a decision based upon an “unreasonable” or “unfairly burdens the real property” standard.

This weighing and balancing approach is indicated by the broad array of “circumstances” the Dispute Resolution Act permits a special magistrate to consider pursuant to Section 70.51(18)(a)-(h), Florida Statutes, in making the determination of whether the governmental entity’s action was “unreasonable” or “unfairly burdens” the real property at issue. In this regard, it is important to emphasize that while the facts presented and conclusions reached in the hearings that preceded the special magistrate proceeding may be relevant for a special magistrate to review, the special magistrate proceeding is a de novo process to consider the wide array of matters detailed in the Dispute Resolution Act.

Ultimately, the underlying purpose of the Dispute Resolution Act is to determine whether an owner should be permitted to make use of its property subject to such conditions and limitations which would minimize intrusion or impact upon adjoining or nearby properties – which, in essence, would ensure the compatibility of the proposed use with the surrounding land uses. To that end, Section 70.51(17), Florida Statutes, states:

The object of the hearing is to focus attention on the impact of the governmental action giving rise to the request for relief and to explore alternatives to the development order or enforcement action and other regulatory efforts by the governmental entities in order to recommend relief, when appropriate, to the owner.

(Emphasis supplied).

Lastly, the Florida Legislature has specifically instructed that the Dispute Resolution Act “shall be liberally construed to effect fully its obvious purposes and intent, and governmental entities shall direct all available resources and authorities to effect fully the obvious purposes and intent of this section in resolving disputes.” See *id.* at § 70.51(29). Accordingly, the Special Magistrate interprets and applies the Dispute Resolution Act with that legislative directive in mind. See *Nettles v. State*, 850 So. 2d 487, 493 (Fla. 2003) (noting that legislative intent is the “polestar that guides the Court’s inquiry”).

B. Alternatives To The Sunnyside PUD

At the evidentiary hearing, the Petitioners’ planning expert discussed the Sunnyside Landing Concept Plan dated January 21, 2022, that was submitted as part of the 2021 Sunnyside PUD submittal that the City Commission ultimately denied. (T. 49; Pet. Ex. 5B). The Petitioners, however, also introduced a revised conceptual plan for the proposed Sunnyside PUD during the evidentiary hearing (“Revised Sunnyside PUD Concept Plan”). (T. 69-71; Pet. Ex. 11).

The Revised Sunnyside PUD Concept Plan is appropriate for consideration in this special magistrate proceeding. The Dispute Resolution Act encourages such revisions to an original development proposal and provides that, in determining whether a development order is unreasonable or unfairly burdens the use of the property, a special magistrate may consider “alternative development orders or enforcement action conditions that would achieve the public purpose and allow for reduced restrictions on the use of the property.” See § 70.51(18)(f), Fla. Stat. (2022). In other words, given the land use regulatory concerns of the City and other interested persons, is there some alternative to the original development plan proposed by the Petitioners that satisfies those concerns?

Briefly summarized, the Revised Sunnyside PUD Concept Plan does the following: (1) removes the Additional Tract from the Sunnyside PUD; (2) reduces the number of dwelling units to 150; and (3) increases perimeter buffers and distances to the nearest existing residential uses. (T. 69-75; Pet. Exs. 11, 24). The overall density pursuant to the Revised Sunnyside PUD Concept Plan is 1.25 dwelling units per acre. (T. 71-72).

C. **Traffic Concerns Regarding Sunnyside Drive**

First, to the extent the City Commission’s denial of the Sunnyside PUD was premised upon traffic concerns or the condition of Sunnyside Drive, the Petitioners maintain that such determination was unreasonable or unfairly burdens the use of the Parent Tract. The Petitioners’ argument is well taken based upon the evidence and testimony presented during the evidentiary hearing.

As part of the Sunnyside PUD application, it is undisputed that the Petitioners submitted a traffic impact study which evaluated the impacts of the proposed development on the surrounding

roadway network, including Sunnyside Drive. (T. 58-60; Pet. Ex. 6C). The traffic impact study, which was based upon a development program of 219 single-family dwelling units, concluded that “the studied roads will have sufficient capacity to accommodate background growth and project traffic in the future condition.” (Pet. Ex. 6C at 1, 12). During the PUD review process, the Petitioners also submitted updated 2021 traffic counts utilizing a revised development program of 159 single-family dwelling units. (T. 59-60; Pet. Ex. 5C at 19-20). The updated 2021 traffic data also showed no deficiencies on the roadway network, including Sunnyside Drive. (T. 60).

The Petitioners’ traffic impact study was reviewed by the City as well as Lake County and the Lake-Sumter Metropolitan Planning Organization. (T. 117). Significantly, neither the City nor the other reviewing entities raised any issue with the Petitioners’ traffic impact study. (Id.).

During the evidentiary hearing, the City’s counsel asked the Petitioners’ planning expert whether the Petitioners’ traffic impact study analyzed the number of accidents on roadways, including Sunnyside Drive. (T. 102-03). According to the Petitioners’ planning expert, traffic engineers are not required to analyze accidents in a traffic impact study. (T. 117). However, even if that were not the case, the City introduced no evidence or testimony during the special magistrate hearing to substantiate any alleged accident history on the surrounding roadway network that would somehow be relevant to this case. It is well settled that speculation and conjecture do not constitute competent substantial evidence pursuant to Florida law. See *Dep’t of Highway Safety & Motor Vehicles v. Trimble*, 821 So. 2d 1084, 1087 (Fla. 1st DCA 2002) (“Surmise, conjecture or speculation have been held not to be substantial evidence” and “findings must be based on something more than mere probabilities, guesses, whims, or caprices.”).

Lastly, the Petitioners offered unrefuted evidence during the evidentiary hearing regarding the current road ratings of Sunnyside Drive. (T.61-67; Pet. Exs. 27, 27A). Such evidence

establishes that Sunnyside Drive is a county road and is designated as a “urban collector,” not a “local road.” (T. 62-63). Further, such evidence establishes that almost all segments of Sunnyside Drive have a sufficient pavement rating. (T. 63). The only segment of Sunnyside Drive that currently does not have a sufficient pavement rating is the segment that fronts the proposed Sunnyside PUD. (T. 64). It is undisputed, however, that the Petitioners would be required to repave this segment of Sunnyside Drive as a condition of the proposed PUD, thereby eliminating such pavement deficiency. (T. 64, 118). In fact, the City’s Planning Director confirmed on cross-examination that the Petitioners would be required to repave this portion of Sunnyside Drive as part of the proposed PUD and, as such, Sunnyside Drive would be adequate to support the anticipated traffic from the proposed development. (T. 145).

In sum, the unrefuted testimony and evidence introduced at the evidentiary hearing, including from the City’s Planning Director, establish that Sunnyside Drive has sufficient capacity to accommodate the anticipated traffic from the Sunnyside PUD and that all segments of Sunnyside Drive will have a sufficient pavement rating following the development of the Sunnyside PUD, as conditioned. Accordingly, to the extent the City Commission’s denial of the Sunnyside PUD was based upon traffic concerns or the perceived condition of Sunnyside Drive, such denial is “unreasonable” or “unfairly burdens” the Petitioners’ use of the Parent Tract pursuant to the Dispute Resolution Act.

D. **Compatibility With the Surrounding Area**

Next, to the extent the City Commission’s denial of the Sunnyside PUD was premised upon “compatibility” concerns with the surrounding area, the Petitioners maintain that such determination was unreasonable or unfairly burdens the use of the Parent Tract. The Petitioners’

argument is well taken based upon the evidence and testimony presented during the evidentiary hearing.

The term “compatibility” is not defined in the City’s Comprehensive Plan or the City’s LDC. Rather, as attested to by the Petitioners’ planning expert, such term is defined in Section 163.3164(9), Florida Statutes, as follows:

“Compatibility” means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

(Pet. Ex. 10D; T. 81). By definition, “compatibility” does not require that a proposed development result in no negative impacts upon another use. Rather, a project can have some negative impact on another use and still be compatible.

With respect to compatibility, FLU Policy 1.6.5 of the City’s Comprehensive Plan states:

Compatibility. Compatibility with surrounding established neighborhoods shall be considered during the Comprehensive Plan amendment process. This compatibility will include consideration of surrounding housing types, neighborhood stability, transitional uses and scheduled infrastructure improvements, including those planned improvements stated in the city’s 10-Year Water Supply Facilities Work Plan.

(Pet. Ex. 3 at I-46) (emphasis supplied).

As previously discussed, pursuant to the 2006 Plan Amendment, the City changed the future land use designation of the Parent Tract from Lake County “Urban Expansion” and Lake County “Suburban” to City “Estate Residential” and “Conservation.” (Pet. Ex. 21 at 86-90). The

City's Estate Residential future land use designation allows "up to 4 units per gross acre." (Pet. Ex. 3 at I-34). Thus, pursuant to FLU 1.6.5, the City presumably determined that development of "up to 4 units per gross acre" on the Parent Tract is "compatible" with the surrounding area in adopting the 2006 Plan Amendment. (Pet. Ex. 3 at I-46).

Even assuming the City had not already determined that a density of "up to 4 units per gross acre" on the Parent Tract is compatible with the surrounding area, the unrefuted expert testimony establishes that the Sunnyside PUD is compatible with the surrounding area. In this regard, the Petitioners' planning expert testified that he had reviewed the Sunnyside PUD, which involved 159 units, and it was his opinion that the Sunnyside PUD was consistent with the City's Comprehensive Plan and the City's LDC. (T. 28). The Petitioners' planning expert also reiterated that the Sunnyside PUD and the proposed densities were consistent and compatible with existing development in the Sunnyside area.³ (T. 68-69; Pet. Ex. 5C at 24-34).

³ On cross-examination, the City's counsel asked whether the existing, surrounding residential developments that the Petitioners' planning expert examined were located in the City or Lake County. (T. 93-94). The Petitioners' planning expert acknowledged that such developments were in Lake County. (T. 93-94). However, when asked, "[a]s a land use planner in evaluating compatibility, do you just ignore existing developments based on their jurisdictional boundaries?," the Petitioners' planning expert responded:

No, I do not. They exist where they exist, and you can't ignore what jurisdiction they're in because they're existing in proximity to the project. You can't draw a line that says, okay, if these projects are in one jurisdiction, they exist; and if they exist on another jurisdiction, they don't exist. You can't. They exist in – in fact, that's where they are. And, you know, their existence and the type of the development that exists, they're there. That's – that's a fact. They don't disappear. They exist, and the type of developments that exists are facts. . . ."

(T. 119).

It is also undisputed that the City's Planning Staff reviewed the Sunnyside PUD for compatibility and concluded that "[t]he proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts" and "is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6" – i.e., "Land Use Compatibility." (T. 47-49; Pet. Ex. 5A at 58; Pet. Ex. 3 at I-45). Moreover, on cross-examination during the evidentiary hearing, the City's Planning Director confirmed that the Sunnyside PUD with 159 units is "compatible" with the surrounding area.

In so doing, the City's Planning Director confirmed that in his opinion "[t]he parcel is suitable for the proposed use" and that "[t]he proposed use will not alter the character of the surrounding area." (T. 145-46). Further, when asked whether he had concluded that the proposal is compatible with the surrounding area, the City's Planning Director confirmed he had:

Q. [I]s it correct to say that you had concluded that the proposal was compatible with the surrounding area?

B. Yes, it is.

Q. And that would be at 159 units?

A. Yes.

(T. 161) (emphasis supplied). The City's Planning Director further acknowledged on cross-examination, "As a professional planner, I viewed [the Sunnyside PUD] as a project that is consistent with the City of Leesburg comp plan and land development regulations" and reaffirmed that he had applied the City's "adopted criteria." (T. 162, 180).

Simply put, no evidence or testimony was introduced during the evidentiary hearing that would support a finding that the Sunnyside PUD would create a legitimate compatibility concern regarding any surrounding land uses. Further, as the Petitioners' planning expert detailed during his testimony, the Revised Sunnyside PUD Concept Plan increases perimeter buffers and distances to the nearest existing residential uses, thereby further enhancing compatibility with the surrounding area. (T. 70-77, 80; Pet. Ex. 24).

In this regard, the Petitioners' planning expert explained how the Revised Sunnyside PUD Concept Plan reconfigured or removed lots in order to have the same or fewer residential lots next to properties with existing residential homes than the approved 2006 PSP. (T. 78-79). For example, along the western side of the northern cul-de-sac, the Revised Sunnyside PUD Concept Plan has four (4) lots – the same number as the approved 2006 PSP. (T. 78). Along the northern boundary, the Revised Sunnyside PUD Concept Plan has four (4) lots, whereas the approved 2006 PSP had five (5) lots. (T. 79). Lastly, along the southern boundary, the Revised Sunnyside PUD Concept Plan has four (4) lots, whereas the approved 2006 PSP had six (6) lots. (Id.). Thus, from a strict compatibility standpoint, the Revised Sunnyside PUD Concept Plan is not only an improvement over the 2021 Sunnyside PUD submittal with 159 units – which the City's Planning Staff deemed compatible with the surrounding area – but it is an improvement over the 2006 PSP that the City approved.

In sum, the unrefuted testimony and evidence introduced at the evidentiary hearing, including from the City's Planning Director, establishes that the Sunnyside PUD is compatible with the surrounding area and uses. Accordingly, to the extent the City Commission's denial of the Sunnyside PUD was based upon compatibility concerns, such denial is "unreasonable" or "unfairly burdens" the Petitioners' use of the Parent Tract pursuant to the Dispute Resolution Act.

E. **The Sunnyside Task Force Study Report**

Lastly, to the extent the City Commission's denial of the Sunnyside PUD was premised upon the Sunnyside Task Force Study Report, the Petitioners maintain that such determination was unreasonable or unfairly burdens the use of the Parent Tract. The Petitioners' argument is well taken based upon the testimony and evidence introduced during the evidentiary hearing, as well as the City's prior land use and zoning approvals for the Parent Tract. Further, as discussed below, the Petitioners' argument is supported by well-established Florida law.

First and foremost, the testimony and historical evidence introduced during the evidentiary hearing establish that the City did not apply the Sunnyside Task Force Study Report to the Parent Tract in approving the 2005 PUD and the 2006 PSP. Indeed, the Petitioners' planning expert and the City's Planning Director both testified that the approved 2005 PUD did not comply with the Sunnyside Task Force Study Report. (T. 112-13, 137). Significantly, the City Commission approved the 2005 PUD in December 2005 more than a year and a half after the City Commission's adoption of Resolution No. 7158, which purported to "accept" the recommendations of the Sunnyside Task Force Study Report. (Pet. Exs. 22 and 23).

Likewise, as previously discussed, the City adopted a future land use map amendment in December 2006 – more than two and a half years after the City Commission's adoption of Resolution No. 7158 – changing the future land use classification of the Parent Tract to Estate Residential, which allows up to four (4) units per acre. (T. 39; Pet. Ex. 21 at 86-90). Notably, the 2006 Plan Amendment contains no language restricting the density on the Parent Tract below the maximum allowable density in the Estate Residential future land use category or otherwise subjecting the Parent Tract to the Sunnyside Study Task Force Report. (T. 152; Pet. Ex. 21 at 86-87).

Additionally, the historical evidence introduced during the evidentiary hearing reflects that the Sunnyside Study Task Force Report was never intended to restrict the density of the Parent Tract below the amount of density otherwise allowed in June 2004. For example, during the Planning Commission on the 2005 PUD, the City's former Director of Planning – Laura McElhanon – explained that “the density in place at the time the Sunnyside report was approved are still valid.” (Pet. Ex. 21 at 33; T. 157-60). At the time of the Sunnyside Task Force Study Report, it is undisputed that the Parent Tract had a future land use designation of Lake County “Urban Expansion” on the northern half, which authorized four (4) dwelling units per acre, and Lake County “Suburban” on the southern half, which allowed up to three (3) dwelling units per acre if certain so-called “timeliness” requirements were met. (T. 42-43, 157-58; Pet. Ex. 21 at 33-34; Pet. Ex. 21A at 5). Thus, it is irrefutable that the “density in place at the time the Sunnyside report was approved” greatly exceeded the density level recommendations in the Sunnyside Task Force Study Report. Indeed, both the Petitioners’ planning expert and the City’s Planning Director agreed that the density in place on the Parent Tract when the Sunnyside Task Force Study Report was accepted would allow more than the 150 dwelling units proposed on the Revised Sunnyside PUD Concept Plan – which equates to only 1.25 dwelling units per acre. (T. 43, 72, 161).

Based upon the above-referenced testimony and historical evidence, the Special Magistrate finds that the density level recommendations in the Sunnyside Task Force Study Report were never intended to govern or limit the density of the Parent Tract. Consistent with this finding, it bears noting that the City’s Planning Staff never recommended denial of the Sunnyside PUD based upon the Sunnyside Task Force Study Report during more than two (2) years and multiple reviews of the project. (T. 143, 147). Moreover, when asked by the City’s counsel during the evidentiary

hearing if he believed the City's Planning Staff made a mistake in recommending approval of the Sunnyside PUD, the City's Planning Director replied, "No." (T. 168).

Second, even assuming the Sunnyside Task Force Study Report was intended to apply to development of the Parent Tract, it would be unlawful to apply them because the density level limitations recommended therein are not codified in the City's Comprehensive Plan or the City's LDC, or otherwise delineated on the City's Future Land Use Map. By statute, a local government's comprehensive plan is required to include a future land use element "designating proposed future general distribution, location, and extent of the uses of land for residential uses" and specifying the "general range of density or intensity of use . . . in each existing land use category." See § 163.3177(6)(a), Fla. Stat. (2022). Further, "[t]he proposed distribution, location, and extent of the various categories of land use shall be shown on a land use map or map series which shall be supplemented by goals, policies, and measurable objectives." See *id.* at § 163.3177(6)(a)1. Additionally, by statute, "each county and each municipality shall adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan." See § 163.3202(1), Fla. Stat. (2022).

In the instant case, it is undisputed that the City has not adopted or incorporated any of the density level recommendations from the Sunnyside Task Force Study Report into the City's Comprehensive Plan or the City's LDC. (T. 39-40, 115, 139, 177). Likewise, nothing on the City's Future Land Use Map indicates that property within the Sunnyside Study Area, including the Parent Tract, is subject to any density limitations other than those established for the assigned future land use category. (T. 24-25). The absence of such formal adoption begs the question of how property owners, like the Petitioners, would know or have notice that the density level

recommendations from the Sunnyside Task Force Study Report would or could apply to their property.

Rather than formally codifying the recommendations of the Sunnyside Task Force Study Report, the City purported to accept the recommendations by virtue of Resolution No. 7158. A “resolution,” however, is “an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body.” See § 166.041(1)(b), Fla. Stat. (2022). An “ordinance,” by contrast, is “an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.” See *id.* at § 166.041(1)(a).

In broad terms, “an ordinance differs from a resolution in that the latter is often nonbinding in nature.” See Patrick John McGinley, *Florida Municipal Law and Practice* § 3.3 (West 2023 ed.). Moreover, “[a] resolution cannot be substituted for and have the force and effect of an ordinance, nor can a resolution supply initial authority which is required to be vested by ordinance.” *Wallace v. Leahy*, 496 So. 2d 970, 971 (Fla. 3d DCA 1986). In this regard, it bears emphasizing that a comprehensive plan, comprehensive plan amendments, and land development regulations are required to be adopted by ordinance. See, e.g., § 163.3187(11)(a), Fla. Stat. (2022) (“The adoption of a comprehensive plan or plan amendment shall be by ordinance.”).

Given the undisputed fact that the City has never formally codified the recommendations of the Sunnyside Task Force Study Report into the City’s Comprehensive Plan or the City’s LDC, the density level limitations set forth therein are not legally binding and do not apply to the Parent Tract. Rather, the Parent Tract is governed by the maximum allowable density in the Estate Residential future land use category assigned to the property – i.e., “up to four (4) units per acre.”

(Pet. Ex. 3 at I-34). On this point, it deserves emphasis that the late City Attorney similarly opined during the City's review of the Sunnyside PUD that, "although the study was adopted in 2004, it is not considered binding on future City Commissions." (Pet. Ex. 5C at 23).

Third, even assuming the Sunnyside Task Force Study Report was applicable to the Parent Tract or could somehow be viewed as binding, the City Commission's reliance upon the Sunnyside Task Force Study Report as grounds to deny the Sunnyside PUD would be improper under Florida law. Accordingly, on this additional basis, the Special Magistrate concludes that the Sunnyside Task Force Study Report does not govern the use and development of the Parent Tract.

As discussed at the evidentiary hearing, Resolution No. 7158 reads, in pertinent part, that "all further development within the study area, over which the City of Leesburg has control, will proceed in accordance with the recommendations set forth in the Sunnyside Task Force Study Report, unless otherwise approved by the City Commission." (Pet. Ex. 22) (emphasis supplied). Both the Petitioners' planning expert and the City's Planning Director agreed that there are no objective criteria in Resolution No. 7158 for when the Sunnyside Task Force Study Report would or would not apply. (T. 127, 139-40). In fact, when asked on cross-examination "how would a private property owner know what the city commission is going to do?," the City's Planning Director candidly admitted, "They wouldn't." (T. 147). Rather, based upon his conversations with the late City Attorney, the City's Planning Director stated, "it's the city commission's decision to use it or not use it." (T. 176; see also T. 146).

As observed in *City of Homestead v. Schild*, 227 So. 2d 540, 543 (Fla. 3d DCA 1969), "the law of Florida is committed to the doctrine of the requirement that zoning ordinances . . . must be predicated upon legislative standards which can be applied to all cases, rather than to the theory of granting an administrative board or even a legislative body the power to arbitrarily decide each

case entirely within the discretion of the members of the administrative board of legislative body.” See *id.* at 543; see also *Delta Truck Brokers, Inc. v. King*, 142 So. 2d 273, 275 (Fla. 1962) (noting that a zoning code, like other legislation, “cannot delegate to an administrative agency, even one clothed with certain quasi-judicial powers, the unbridled discretion to adjudicate private rights”).

Rather, for regulations which provide decisional authority to pass constitutional muster, they must have objective criteria that the governmental entity must follow when making a decision. See *N. Bay Village v. Blackwell*, 88 So. 2d 524, 526 (Fla. 1956) (“An ordinance whereby the city council delegates to itself the arbitrary and unfettered authority to decide where and how a particular structure shall be built or where located without at the same time setting up reasonable standards which would be applicable alike to all property owners similarly conditioned, cannot be permitted to stand as a valid municipal enactment.”); *City of Miami v. Save Brickell Ave., Inc.*, 426 So.2d 1100, 1104 (Fla. 3d DCA 1983) (“[I]f definite standards are not included in the ordinance, it must be deemed unconstitutional as an invalid delegation of legislative power to an administrative board.”). Consistent with the above-cited authority, Florida courts have steadfastly held that “[a]ny standards, criteria or requirements which are subject to whimsical or capricious application or unbridled discretion will not meet the test of constitutionality.” See *ABC Liquors, Inc. v. City of Ocala*, 366 So. 2d 146, 149 (Fla. 1st DCA 1979).

Here, it is indisputable that Resolution No. 7158 contains no objective criteria or standards to govern when the Sunnyside Task Force Study Report would or would not apply to a particular parcel of land. Rather, the decision of whether the Sunnyside Task Force Study Report will or will not apply to a particular parcel of land is left entirely to the unfettered discretion of the City Commission. Pursuant to Florida law, however, “[t]he granting or withholding of a permit . . . should not depend on the whim or caprice of the permitting authority.” See *Effie, Inc. v. City of*

Ocala, 438 So. 2d 506, 508 (Fla. 5th DCA 1983); see also *Kash N' Karry Food Stores, Inc. v. City of Temple Terrace*, 19 Fla. L. Weekly Supp. 425, 428 (Fla. 13th Cir. Ct. 2012) (“A case by case decision based on the various council members’ view of what constitutes a best use” violates the essential requirements of law and “subjects the application to a whimsical or capricious review which ‘will not meet the test of constitutionality.’”).

To the extent Resolution No. 7158 grants the City Commission unbridled discretion to decide on a case-by-case without any objective criteria whether or not to apply the recommendations of the Sunnyside Task Force Study Report to a particular parcel, the Resolution is contrary to established law and ineffectual. See *Effie, Inc.*, 438 So. 2d at 510 (“Clearly, the opportunity for the exercise of unbridled discretion is present here, and whether so exercised or not, renders the ordinance unconstitutional.”). Simply put, an applicant “has a right to know what the requirements are that he must comply with in order to implement the permitted use,” otherwise “councilmen can act upon whim, caprice or in response to pressures which do not permit of ascertainment or correction.” See *id.* at 509.

Finally, the Special Magistrate also considers the Petitioners’ reasonable expectation when they acquired the Parent Tract to be able to develop the property in accordance with its assigned future land use designation which allows “up to four (4) units per acre.” (Pet. Ex. 3 at I-34). As previously discussed, the unrefuted evidence introduced during the evidentiary hearing establishes that the City did not apply the Sunnyside Task Force Study Report to the Parent Tract when it approved the 2005 PUD or the 2006 PSP. Additionally, the record is devoid of any credible evidence that the 2005 PUD and the 2006 PSP were ever lawfully rescinded or that the City ever provided notice to the Petitioners’ predecessor that such development approvals were deemed “expired.” Moreover, PUDs are not static approvals and are frequently amended based upon

changes in market preferences, new ownership, or increases in the costs of construction. (T. 82-83). Given the significant increase in the costs of construction in recent years and the fact that the developer of the Sunnyside PUD would be required to extend central water and sewer lines to service the Parent Tract as a condition of the PUD, it is not surprising that the Petitioners would seek to modify the prior development approvals to increase the number of units to help offset this cost and make the project more financially viable.⁴

In sum, for the reasons detailed above, the Sunnyside Task Force Study Report does not govern the development of the Parent Tract or otherwise reduce the maximum allowable density on such property. Accordingly, to the extent the City Commission's denial of the Sunnyside PUD was premised upon the Sunnyside Task Force Study Report, such denial is "unreasonable" or "unfairly burdens" the Petitioners' use of the Parent Tract pursuant to the Dispute Resolution Act.

CONCLUSION & RECOMMENDATION

A. Standard For Recommendation

A special magistrate is charged by Section 70.51(19)(b), Florida Statutes (2023) with making a recommendation to the Petitioners and the City. As in the matters to consider, a special magistrate is given broad authority to craft that recommendation:

If the special magistrate finds that the development order or enforcement action, or the development order or enforcement action in combination with the actions or regulations of other governmental entities, is unreasonable or unfairly burdens use of the owner's property, the special magistrate, with the owner's consent to proceed, may recommend one or more alternatives that protect the

⁴ Even the Sunnyside Task Force Study Report acknowledges that, "once density levels drop to less than three (3) units per acre, the cost of extending water and wastewater lines becomes a financial burden." (Pet. Ex. 21A at 7).

public interest served by the development order or enforcement action and regulations at issue but allow for reduced restraints on the use of the owner's real property, including, but not limited to:

1. An adjustment of land development or permit standards or other provisions controlling the development or use of land.
2. Increases or modifications in the density, intensity, or use of areas of development.
3. The transfer of development rights.
4. Land swaps or exchanges.
5. Mitigation, including payments in lieu of onsite mitigation.
6. Location on the least sensitive portion of the property.
7. Conditioning the amount of development or use permitted.
8. A requirement that issues be addressed on a more comprehensive basis than a single proposed use or development.
9. Issuance of the development order, a variance, special exception, or other extraordinary relief, including withdrawal of the enforcement action.
10. Purchase of the real property, or an interest therein, by an appropriate governmental entity.

§ 70.51(19)(b), Fla. Stat. (2023) (emphasis supplied).

B. Recommendation

1. Based on the totality of the facts and law applicable to this special magistrate proceeding as discussed in this SM Recommendation, the Special Magistrate respectfully recommends that:

A. The City approve the Sunnyside PUD consistent with the Revised Sunnyside PUD Concept Plan that the Petitioners introduced during the evidentiary hearing and subject to all conditions in the prior Staff Report for the Sunnyside PUD. The Revised Sunnyside PUD Concept Plan, which reduces the number of lots to 150, removes the Additional Tract, increases the size of certain open space areas or buffers adjacent to the nearest properties with existing residential

homes, and increases the distances of homes within the Sunnyside PUD from the nearest existing residential homes in the area, is compatible with the surrounding area land uses and complies with the City's Comprehensive Plan and the City's LDC.

B. The City implement, as has Lake County, the portions of the Sunnyside Task Force Study Report that it wants to have applied to future developments by adopting comprehensive plan amendments and land development regulations, as appropriate.

I want to thank the attorneys in this matter as well as City staff for their presentations and cooperation throughout this special magistrate proceeding and the mediation that preceded it. Both sides presented their case in a professional and ethical manner and given the totality of this case, especially the undisputed facts, both sides presented the best possible case for their respective sides.

This Special Magistrate Recommendation was entered and provided to the attorneys for Petitioners and the City by electronic mail on this 15th day of January 2024.

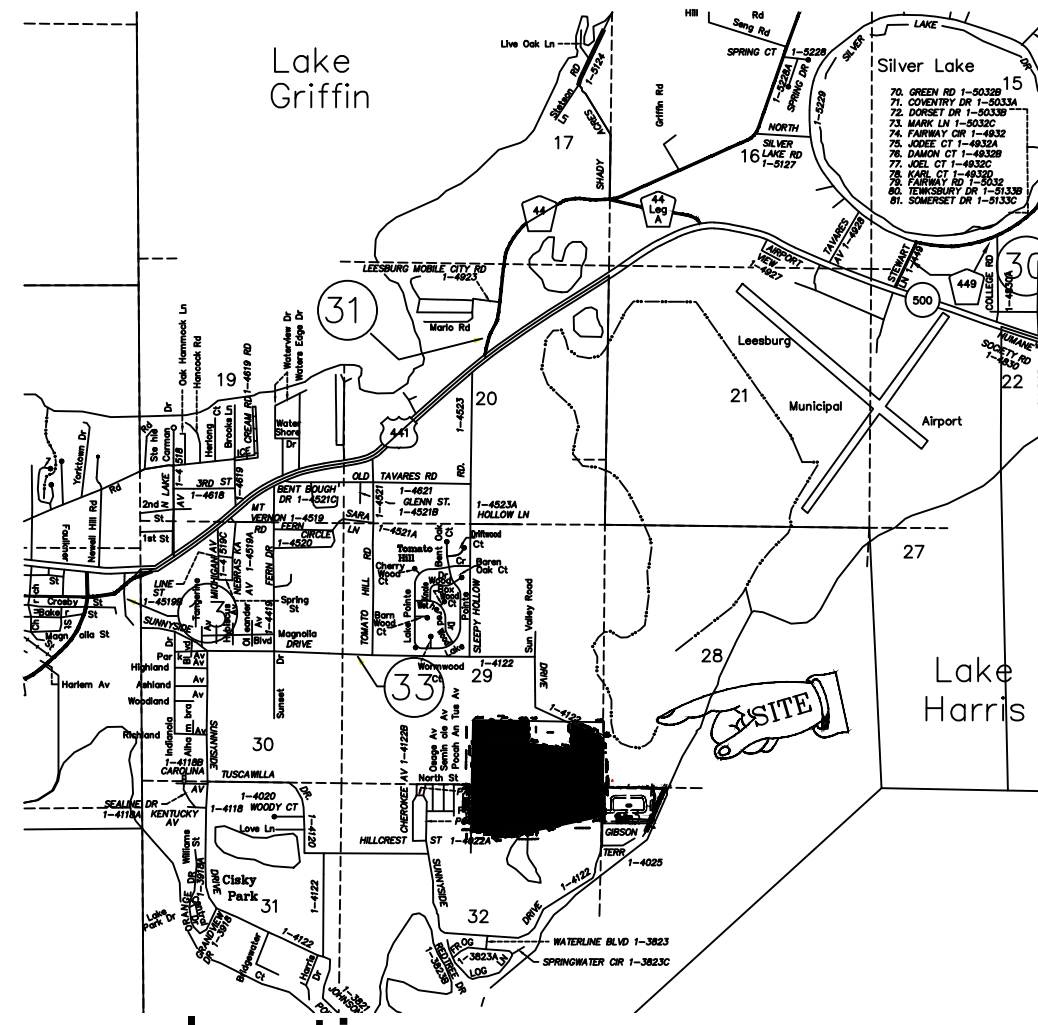
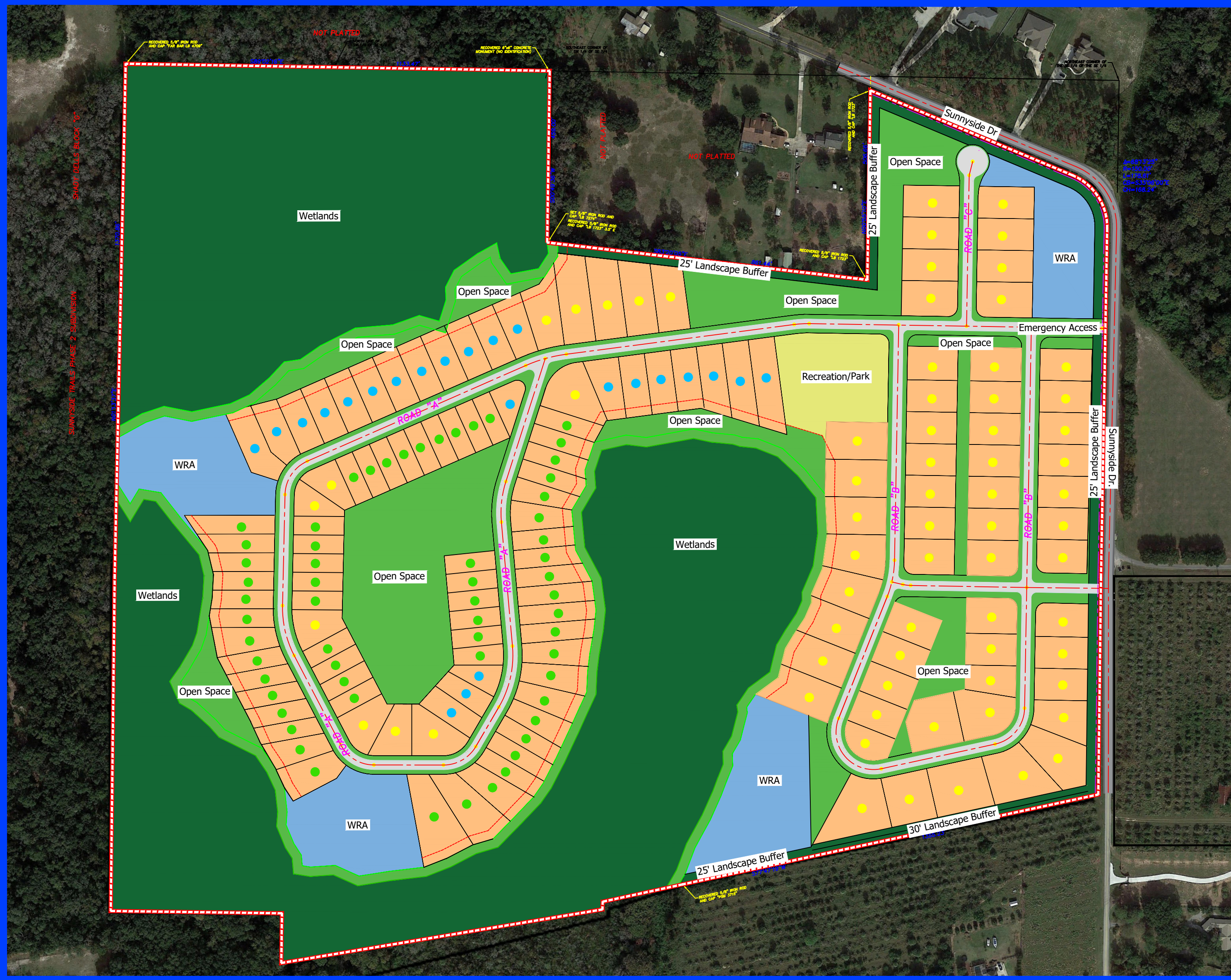
Carlos Alvarez
CARLOS ALVAREZ, ESQUIRE
SPECIAL MAGISTRATE
309 Belmont Road
Tallahassee, Florida 32301
Telephone: (850) 567-7223
Email: alvarezmediations@gmail.com
Florida Bar No. 205214
Sup. Ct. Cert. No. 10435CR

For Petitioners:

S. Brent Spain, Esquire
David A. Theriaque, Esquire
Theriaque & Spain
1809 Edgewater Drive
Orlando, Florida 32804
sbs@theriaquelaw.com
dat@theriaquelaw.com

For Respondent:

Stephanie Brionez, Esquire
Mark Brionez, Esquire
Brionez + Brionez, P.A.
Post Office Box 985
322 W. Burleigh Blvd.
Tavares, Florida 32778
Stephb@bblawfl.com
Markb@bblawfl.com



location map
no scale

RECEIVED February 29, 2024 (11:30 AM Revision)
City of Leesburg
Sunnyside Mediation
Special Magistrate's Recommendations
REVISED Concept Plan

LEGAL DESCRIPTION: (FROM TITLE COMMITMENT)

BEGINNING AT A POINT 220 YARDS WEST AND 153 YARDS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE SOUTH 177 YARDS, THENCE WEST 220 YARDS, THENCE NORTH 30 YARDS, THENCE WEST 64 1/2 YARDS, THENCE NORTH 147 YARDS, THENCE EAST 284 1/2 YARDS TO POINT OF BEGINNING.

BEGINNING 1660 FEET WEST AND 422 3/4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 897.76 FEET TO THE NORTH BOUNDARY OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, THENCE WEST 660 FEET, THENCE SOUTH 36.75' EAST 1117 FEET TO POINT OF BEGINNING.

BEGINNING 7 1/2 CHAINS NORTH OF SAID SECTION 29, RUN THENCE NORTH 37.50 FEET, THENCE WEST 220 YARDS, THENCE SOUTH 37.50 FEET, THENCE EAST 220 YARDS TO THE POINT OF BEGINNING.

BEGIN ON EASTERN BOUNDARY OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, AT A POINT 10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF, RUN SOUTH 2 CHAINS MORE OR LESS TO POINT HALF WAY BETWEEN 2 ROWS OF ORANGE TREES, THENCE WEST BETWEEN SAID ROWS OF ORANGE TREES TO CHAINS, NORTH 12 CHAINS, THENCE SOUTH OF EAST TO A STAKE 16 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH TO POINT OF BEGINNING.

BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 860 FEET, THENCE SOUTH 495 FEET, THENCE SOUTH 89' AND 08' E. 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S 400.8 FT, WEST 1320 FT, SOUTH 488.4 FT, SOUTH 75 DEG 50 MIN W 889.7 FT, NORTH 115.7 FT, WEST 482 FT, NORTH TO THE NORTHWEST CORNER OF THE NE 1/4 EAST 2640 FT TO THE POB, AND, FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SOUTH ALONG THE EAST LINE 400.8 FT, WEST 1320 FT TO WEST LINE OF THE NE 1/4 OF NE 1/4, SOUTH ALONG SAID WEST LINE OF THE NE 1/4 OF THE NE 1/4 A DISTANCE OF 488.4 FT FOR POB, RUN S 75-50-0 W 885 FT TO PT A, RETURN TO THE POB, RUN SOUTH TO A POINT 894.4 FT SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4, CONTINUE SOUTH 0-43-01 W 20.78 FT, S 76-23-48 W 880.64 FT, NORTH TO POINT A.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES; ALSO THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST 1/4 (SE 1/4) OF SAID SECTION 29, LESS THE LAND CONVEYED TO R. J. GARDNER BY DEED RECORDED AT PAGE 149 IN DEED BOOK 11, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SUMTER COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO J. J. GARDNER BY DEED RECORDED IN DEED BOOK 8, PAGE 139 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO ERNEST KINZE BY DEED RECORDED AT PAGE 275 OF DEED BOOK 14, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA;

ALSO LESS: BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET, THENCE SOUTH 89'08" EAST 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO THE POINT OF BEGINNING. THIS SAME PIECE OF PROPERTY IS ALSO DESCRIBED AS: S BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS.

ALSO THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 29 LESS: BEGIN AT A POINT ON THE EAST LINE OF SW 1/4 OF THE SE 1/4 420 FEET NORTH OF THE SE CORNER OF SAID SW 1/4 OF THE SE 1/4 RUN THENCE NORTH 900 FEET TO THE NE CORNER OF SW 1/4 OF SE 1/4, THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF SE 1/4 857.5 FEET, THENCE SOUTHEASTERLY TO A POINT 183.5 FEET WEST AND 897.75 FEET SOUTH OF THE NE CORNER OF SW 1/4 OF SE 1/4 THENCE SOUTH 2.25 FEET THENCE EAST TO POINT OF BEGINNING.

ALL LANDS IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE S 00 DEGREES 01'15" W, ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 574.70 FEET TO A NAIL AND CAP ON A PROJECTION OF A ROW OF CITRUS TREES FOR THE POINT OF BEGINNING THENCE S 77°39'09" W ALONG SAID PROJECTION AND THE ROW OF CITRUS TREES, THENCE 1162.02 FEET TO A IRON ROD ON THE EDGE OF SWAMP, THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 32 THAT IS 894.40 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NE 1/4 OF THE NE 1/4, SAID POINT ALSO BEING THE TERMINUS OF THE DESCRIPTION LINE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (A COMPILATION OF THE ABOVE DESCRIBED PARCELS AS WRITTEN BY SURVEYOR.)

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, ALSO BEING THE NORTHEAST CORNER OF SECTION 32; THENCE RUN S89°55'30" W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 32, 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY, FOR THE POINT OF BEGINNING; THENCE RUN S00°43'05" W ALONG SAID WEST RIGHT OF WAY LINE, 580.16 FEET TO A CONCRETE MONUMENT MARKED "PSM 3715" ON A PROJECTION OF A ROW OF CITRUS TREES; THENCE RUN S77°47'19" W ALONG SAID PROJECTION, 1355.23 FEET, THENCE RUN S02°05'35" W, 20.78 FEET; THENCE RUN S80°31'58" W, 870.15 FEET; THENCE RUN N00°46'47" E, 132.85 FEET; THENCE RUN N89°13'13" W, 457.71 FEET TO THE MONUMENT WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32; THENCE RUN N00°40'34" E ALONG SAID MONUMENT WEST LINE, 895.11 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 THENCE RUN N01°13'37" E ALONG THE MONUMENT WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29, 1370.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S89°02'16" E ALONG THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1133.47 FEET TO A CONCRETE MONUMENT; THENCE RUN S00°49'36" W, 458.00 FEET; THENCE RUN S83°20'05" E, 861.44 FEET; THENCE RUN N03°05'10" E, 506.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY; THENCE RUN S67°12'42" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 586.83 FEET TO A CURVE ON THE WEST RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 68°13'25", A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 178.61 FEET, A CHORD BEARING OF S33°06'00" E AND A CHORD DISTANCE OF 168.24 FEET; THENCE RUN S01°00'43" W ALONG SAID WEST RIGHT OF WAY LINE, 934.51 FEET TO THE POINT OF BEGINNING.

Notes

Total Project Acreage: 120 Acres± (5,227,200 sq ft±)
Existing Zoning: City of Leesburg PUD, Lake County A
Proposed Zoning: City of Leesburg PUD
Adjacent Zoning: North - Lake County R-1
South - Lake County R-1
East - Lake County R-1
West - City of Leesburg R1-A

Existing Future Land Use: Estate Residential and LC Rural
Proposed Future Land Use: Estate Residential
Proposed Use: 150 single family residential lots

Gross density 1.25 DU/AC
Flood Zone: As noted on survey
Wetlands: 41.9 acres
Soils as noted
Sewer and water service from the City of Leesburg, re-use water service when it becomes available.

Landscape buffers as required
City of Leesburg Electric
All Easements will be maintained by the POA
Stormwater management will be through a system of swales and dry retention ponds.

Maximum allowable building height 35'

Buffers:
North - 25'
South - 25'
East - 25'
West - 25'

Utilities, police, water, sewer and fire protection will be provided by City of Leesburg.
Stormwater management will be through a system of swales, wet and dry bottom retention ponds as required.

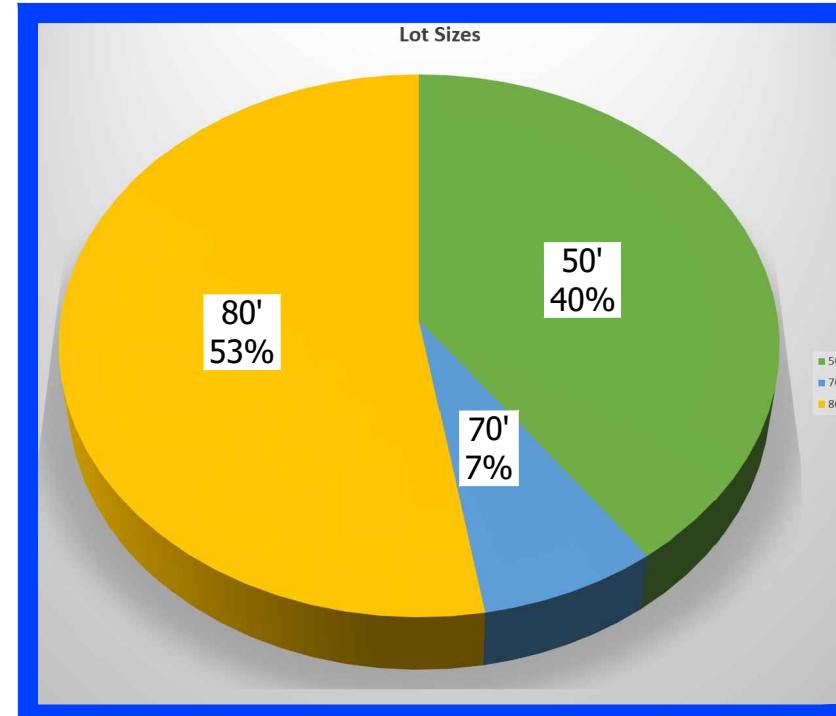
Landscaping and buffers to meet City of Leesburg Ordinance 11-89

Existing vegetation to be utilized in landscape buffers

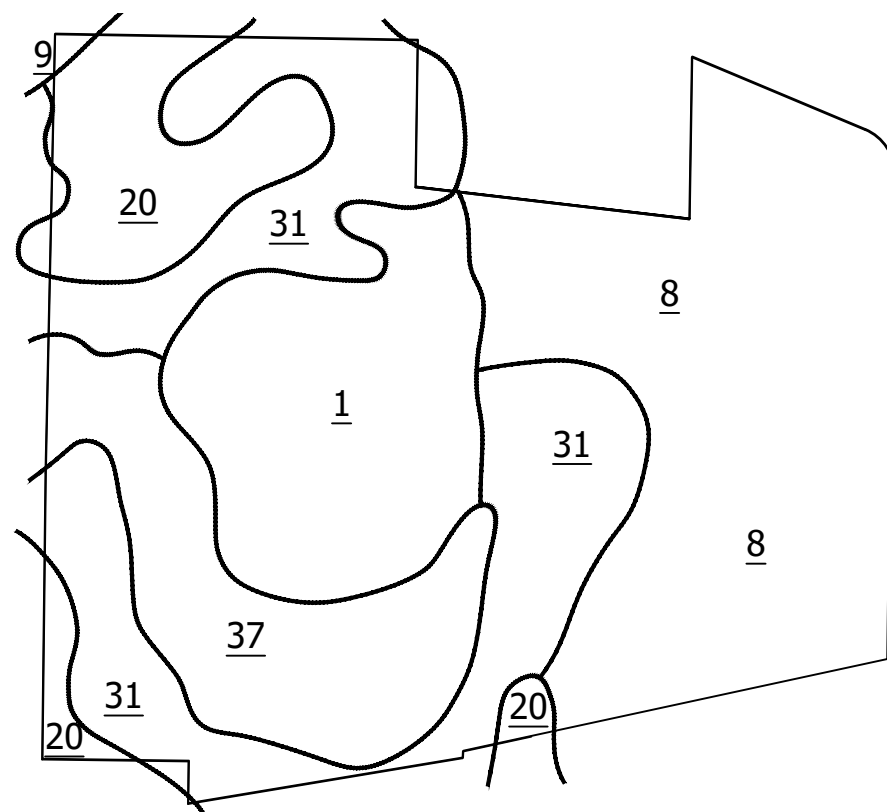
Wherever possible
Minimum living area 1,500 sf
This plan is conceptual in nature and is subject to change due to engineering and other influences.

Soils:

1
8
9
20
31
37
44
99
Sparr Sand, 0 to 5% slopes
Candler sand, 0 to 5% slopes
Candler sand, 5 to 12% slopes
Immokalee sand
Ocoee mucky peat
Elizay sand
Swamp water

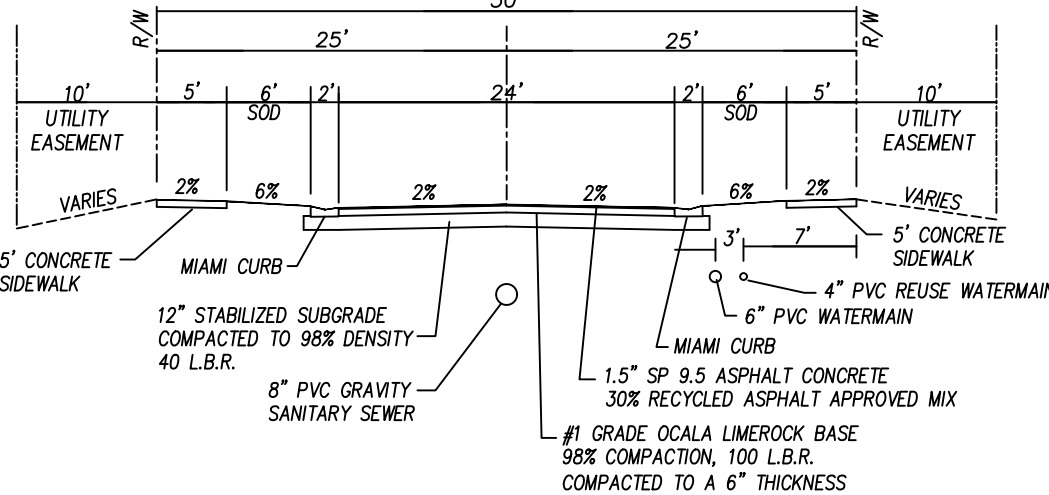


Uplands: 80 ac
Wetlands: 40 ac
Recreation: 1.64
Buffers: 6.28
WRA: 7.78
Other Open Space: 6.88
Total Open Space: 62.58
Total Acreage: 120+/- Acres

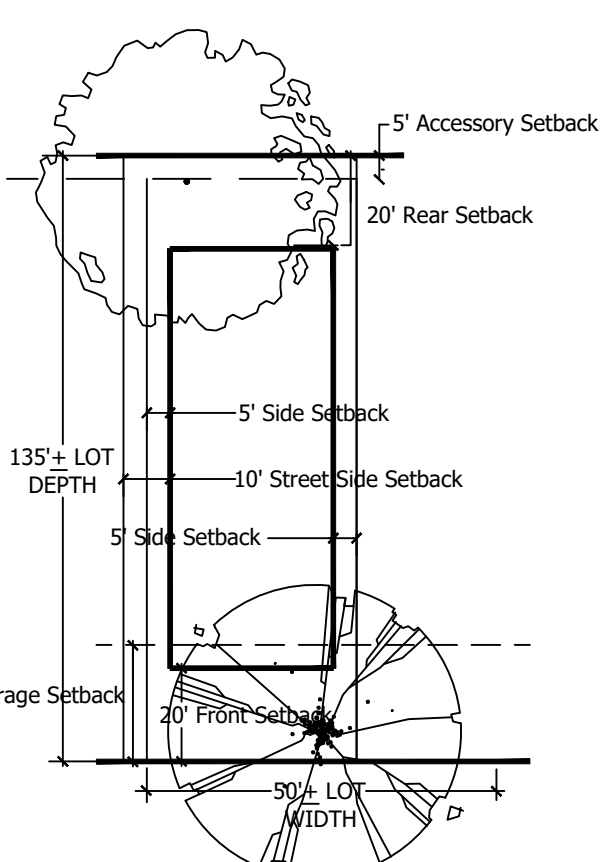


general soils map

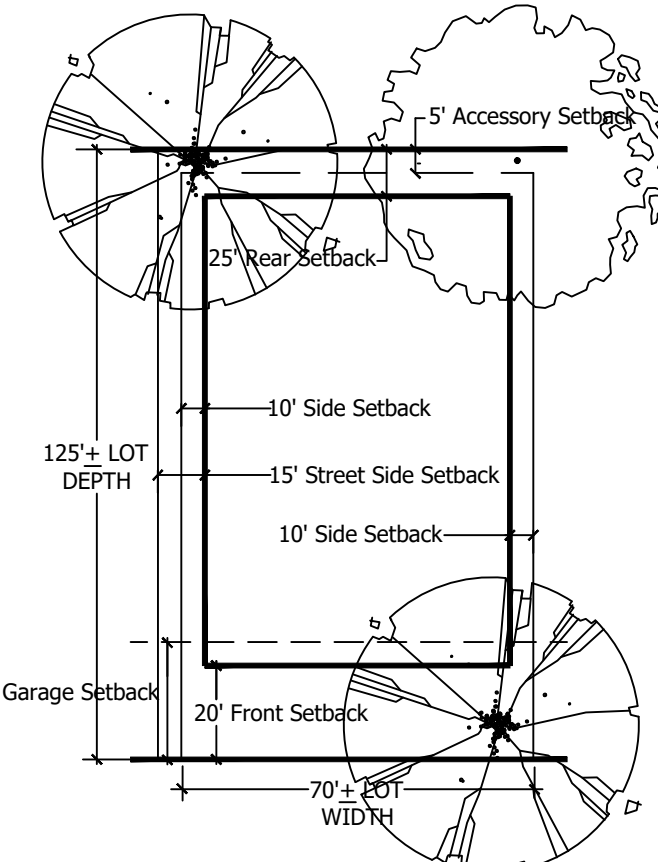
no scale



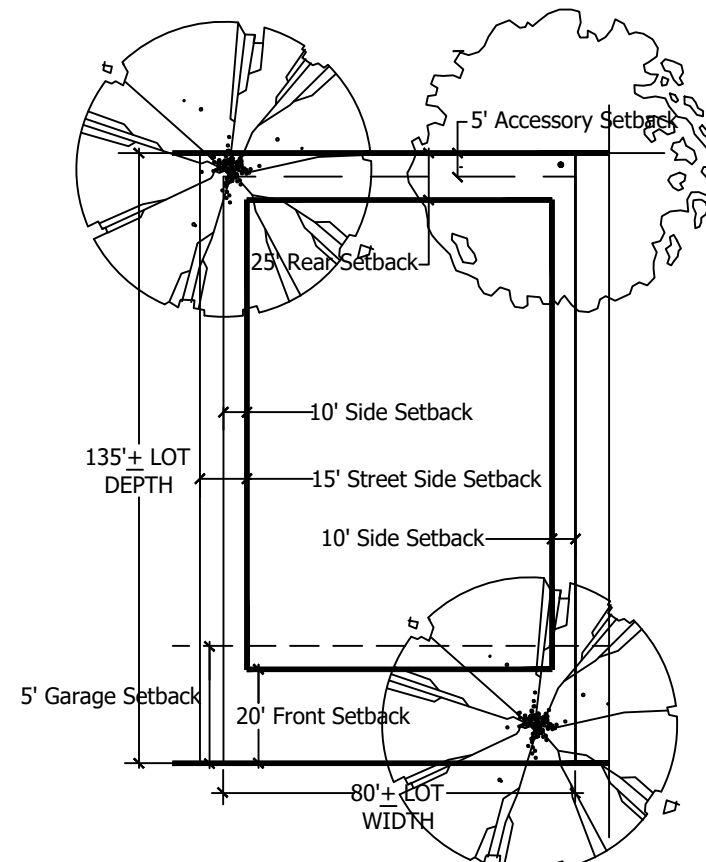
TYPICAL ROADWAY SECTION



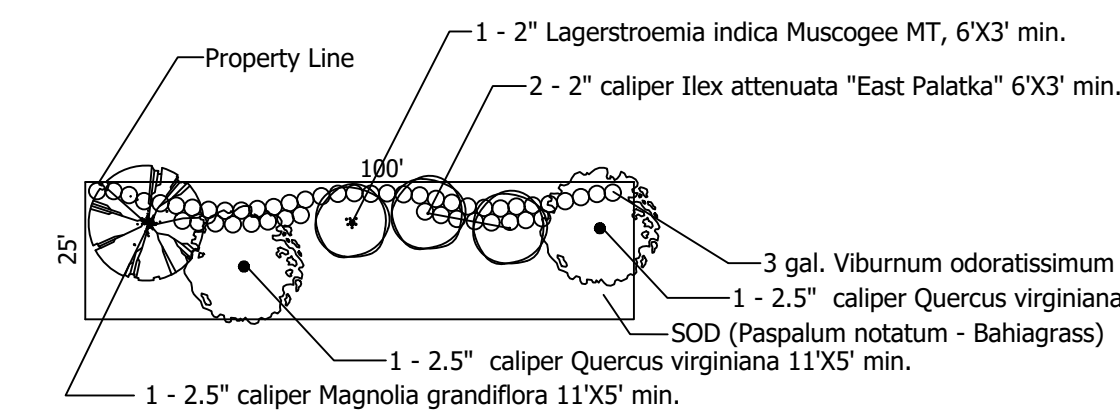
TYPICAL 50' SINGLE FAMILY LOT
6,750 SQ FT±



TYPICAL 70' SINGLE FAMILY LOT
8,750 SQ FT±

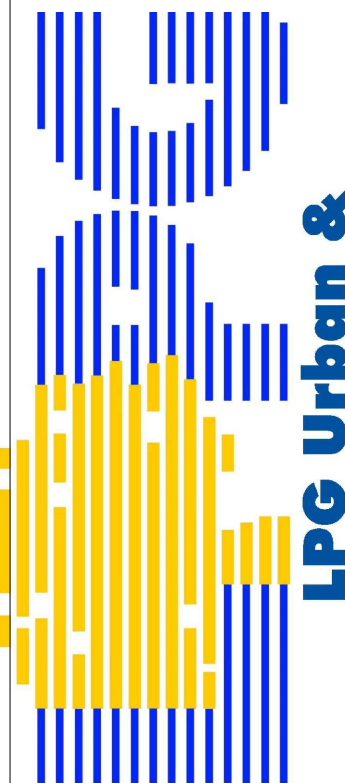


TYPICAL 80' SINGLE FAMILY LOT
10,800 SQ FT±



Buffer detail is to illustrate plant material quantity and specifications only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system
Illustrated buffer does not reflect credited existing plant material

100 Feet of
Typical 25' Landscape Buffer
not to scale



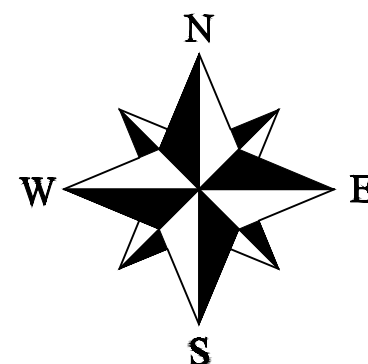
LPG Urban &
Regional Planners, LLC.
1162 Camp Avenue Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 385-4824

July 20th, 2023

Sunnyside Landing

Conceptual Plan

Leesburg, FL



Scale: 1:150

Owner:
Cenizo Ventures, LLC and
Sunnyside Lake Land Holding, LLC
Dr. Eric Coe
114 Sleepy Hollow Road
Leesburg, Florida 34748

Agent:
LPG Urban and Regional Planners, LLC.
Mike Rankin
1162 Camp Avenue
Mount Dora, Florida, 34757
(352) 385-1940

Previous Cases: 068-1-062305/Ord. 05-124/PUD 19-222
Current Case PUD 21-78

EXHIBIT A
SUNNYSIDE LANDING
PLANNED UNIT DEVELOPMENT CONDITIONS
August 19, 2021

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Cenizo Ventures, LLC and Sunnyside Lake Land Holding, LLC**, (Greg Beliveau, LPG, Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of ~~464~~ 150 single family residential units on approximately ~~137.35~~ 120.549 +/- acres, generally located ~~on east and west of Sunnyside Drive~~ 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. In any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Cenizo Ventures, LLC and Sunnyside Lake Land Holding, LLC**, (Greg Beliveau, LPG, Petitioner), "Permittee" to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit C, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately ~~439~~ 120.549 +/- acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses
2. Condominium units
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. **DEVELOPMENT STANDARDS**

A. The project shall contain a maximum of ~~464~~ 150 single family residential units, at a gross density not to exceed 1.25 units per acre on the approximately ~~439~~ 120.549 +/- acre site, as shown on **Exhibit B, Master Development Plan**.

B. Lot sizes shall be varied, to include 50, 70- and 80-foot widths on the west side of Sunnyside Drive, as shown on the attached **Exhibit B, Master Development Plan**. ~~All lots east of Sunnyside Drive shall be a minimum of 43,560 square feet.~~ with a minimum size of 43,560 square feet.

C. All lots west of, and immediately adjacent to Sunnyside Drive, shall be a minimum of 80 feet wide.

D. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

E. The minimum lot development standards shall be:

1. For 50-foot lots:

- a. 50 foot lots shall be located on the interior of the subdivision or in areas that are adjacent to Conservation/Open Space as shown on the Conceptual Master Plan, Exhibit B. These lots shall not be located anywhere which is directly adjacent to the required 25-foot landscape buffer as required in Section 6, *Landscape & Buffer Requirements* this document, or in areas directly adjacent to existing single-family residential development
 - b. Minimum house size: 1,600 square feet.
 - c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,500 square feet.
 - e. Minimum width 50 feet
 - f. Minimum depth 125 feet
 - g. Minimum building setbacks:
Front – 25 feet setback to the garage, 20 feet setback to the residence
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet; and
Porch – 20 feet (porch must be a minimum width of 6 feet).
2. For 70-foot lots:
- a. 70 foot lots shall be located on the interior of the subdivision or in areas that are adjacent to Conservation/Open Space as shown on the Conceptual Master Plan, Exhibit B. They shall not be located anywhere which is directly adjacent to the required 25-foot landscape buffer as required in Section 6, *Landscape & Buffer Requirements* of this document, or in areas directly adjacent to existing single-family residential development
 - b. Minimum house size: 1,800 square feet.
 - c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 8,750 square feet.
 - e. Minimum width 70 feet
 - f. Minimum depth 125 feet
 - g. Minimum building setbacks:
Front – 25 feet setback to the garage, 20 feet setback to the residence
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet; and
Porch – 20 feet (porch must be a minimum width of 6 feet).
3. For 80-foot lots:
- a. 80 foot lots shall be permitted anywhere within the subdivision, and shall be required on all lots immediately west of Sunnyside Drive.
 - b. Minimum house size: 2,000 square feet.

- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 8,000 square feet.
 - e. Minimum width 80 feet
 - f. Minimum depth 100 feet
 - g. Minimum building setbacks:
 Front – 25 feet setback to the garage, 20 feet setback to the residence
 Rear – 18 feet;
 Side – 7.5 feet;
 Corner Side – 15 feet.
 Porch – 20 feet (porch must be a minimum width of 6 feet).
3. For 140-foot lots:
- ~~a. 140-foot lots shall be permitted anywhere within the subdivision. For all property east of Sunnyside Drive, a maximum of four lots shall be permitted. The minimum lot size shall be one acre. The minimum house size on these lots shall be 2,600 square feet.~~
 - ~~b. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.~~
 - ~~c. Minimum lot size shall be 43,560 square feet.~~
 - ~~d. Minimum width 140 feet~~
 - ~~e. Minimum depth 400 feet~~
 - ~~f. Minimum building setbacks:
 Front – 30 feet;
 Rear – 18 feet;
 Side – 7.5 feet;
 Corner Side – 15 feet.
 Porch – 25 feet (porch must be a minimum width of 6 feet).~~
4. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - c. Maximum building height: two (2) stories or 35 feet.
 - d. 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.
 - e. 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.
 - f. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”

- g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.

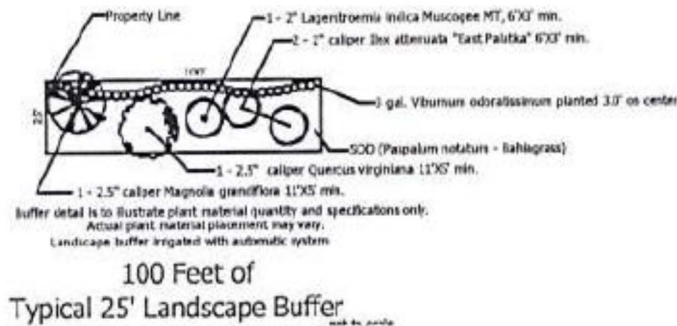
6. LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum twenty-five (25) foot buffer planted as shown in Figure A below, shall be provided along the east and west side of the Sunnyside Road boundary of the property, unless otherwise provided for within these standards.
- B. 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.
- C. 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



H.D. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- I.** **E.** The surveying of trees on the property shall be conducted as follows:
- 1) If existing on the property, 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) A survey of 100 feet by 100 feet plots, indicating all protected trees 4" DBH and larger, shall be surveyed for each distinct vegetative area, for use in replacement calculations.
 - 3) Site areas that are to preserve existing trees do not need to be included in the survey plots unless the trees are to be used in preservation/replacement requirements.
 - 4) The tree survey shall be completed by a licensed surveyor.
 - 5) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester.

7. SITE ACCESS AND SIGNAGE

- A.** To meet Lake County access management requirements the main vehicular access to the project site shall be provided by an access point from Sunnyside Road. This access point shall be a divided boulevard type entrance road with one lane in each direction. For the property on the west side of Sunnyside Road, a secondary emergency only access point shall be provided from Sunnyside Road. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to existing or planned sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
- 1) Adequate right of way along Sunnyside Road shall be required to ensure adequate roadway paving and access.
 - 2) Additional improvements on Sunnyside Road may be required to accommodate the increase in the additional trips the site will produce per Lake County requirements.
 - 3) 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.
 - 4) The conceptual plan exhibits, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B.** All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible

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

- C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and base of monument/entryway signs may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements 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 as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the

residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.

- G. Sidewalks shall be provided on both sides of the boulevard entrance road and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowners 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. Except as otherwise provided herein, ~~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. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- 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.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 0.75 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include two of the following recreation amenities such as BBQ grills, picnic tables, equipped play area, or a basketball court.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Credits for Active recreational activity space shall be calculated at a rate of 1.25 times the square feet provided in the concept plan for activities such as, but not limited to:
 - 1) Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2) Community swimming pool, including the deck area surrounding such pools.
 - 3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

Commented [LM1]: How is this calculated?

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowners association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review 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.

- C. The terms of this PUD (Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this PUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this PUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for

proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

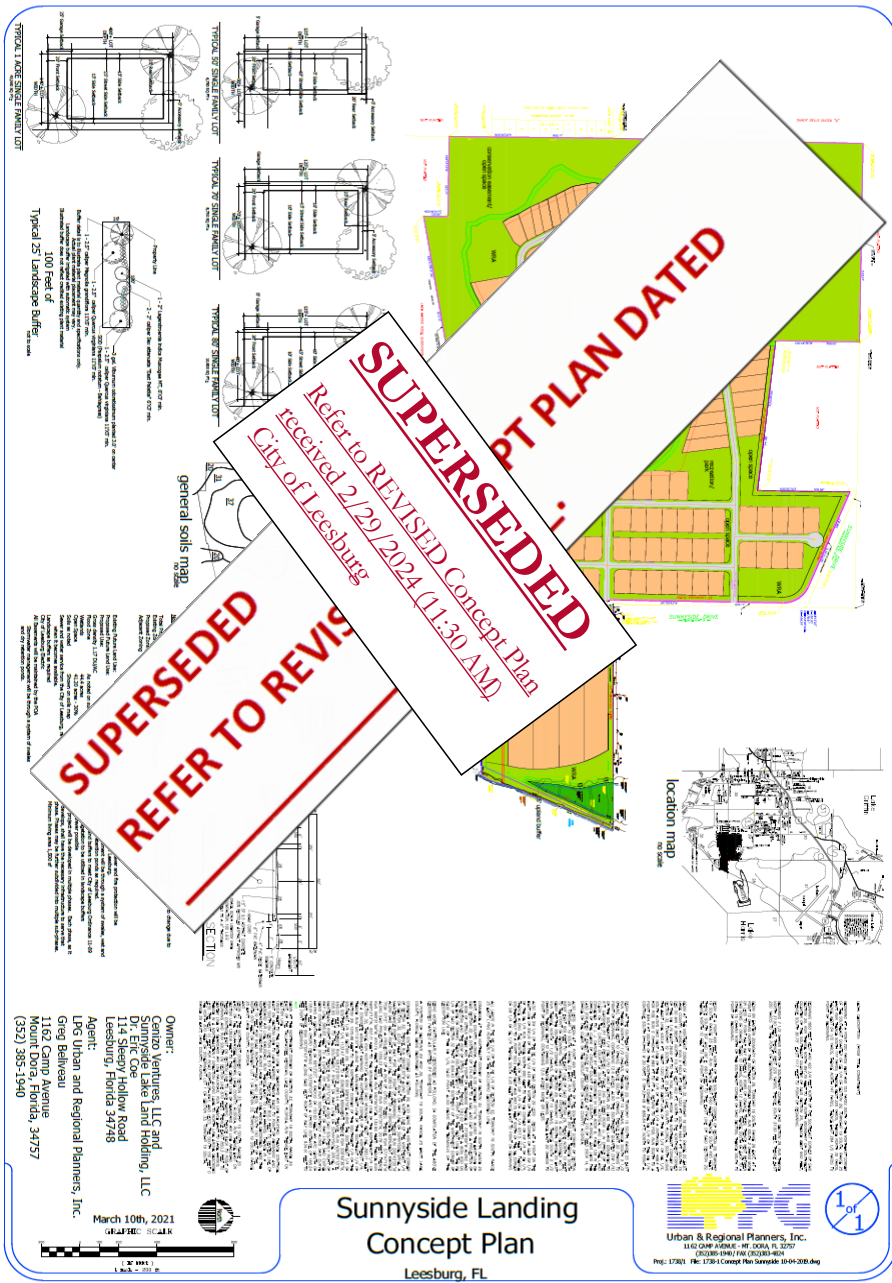
- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

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

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.



REVISED MASTER DEVELOPMENT PLAN
Special Magistrate's Recommendations of 1/15/2024
RECEIVED City of Leesburg 2/29/2024 (11:30 AM)

REVISÉD MASTER DEVELOPMENT PLAN

Special Magistrate's Recommendations of 1/15/2024

RECEIVED City of Leesburg 2/29/2024 (11:30 AM)

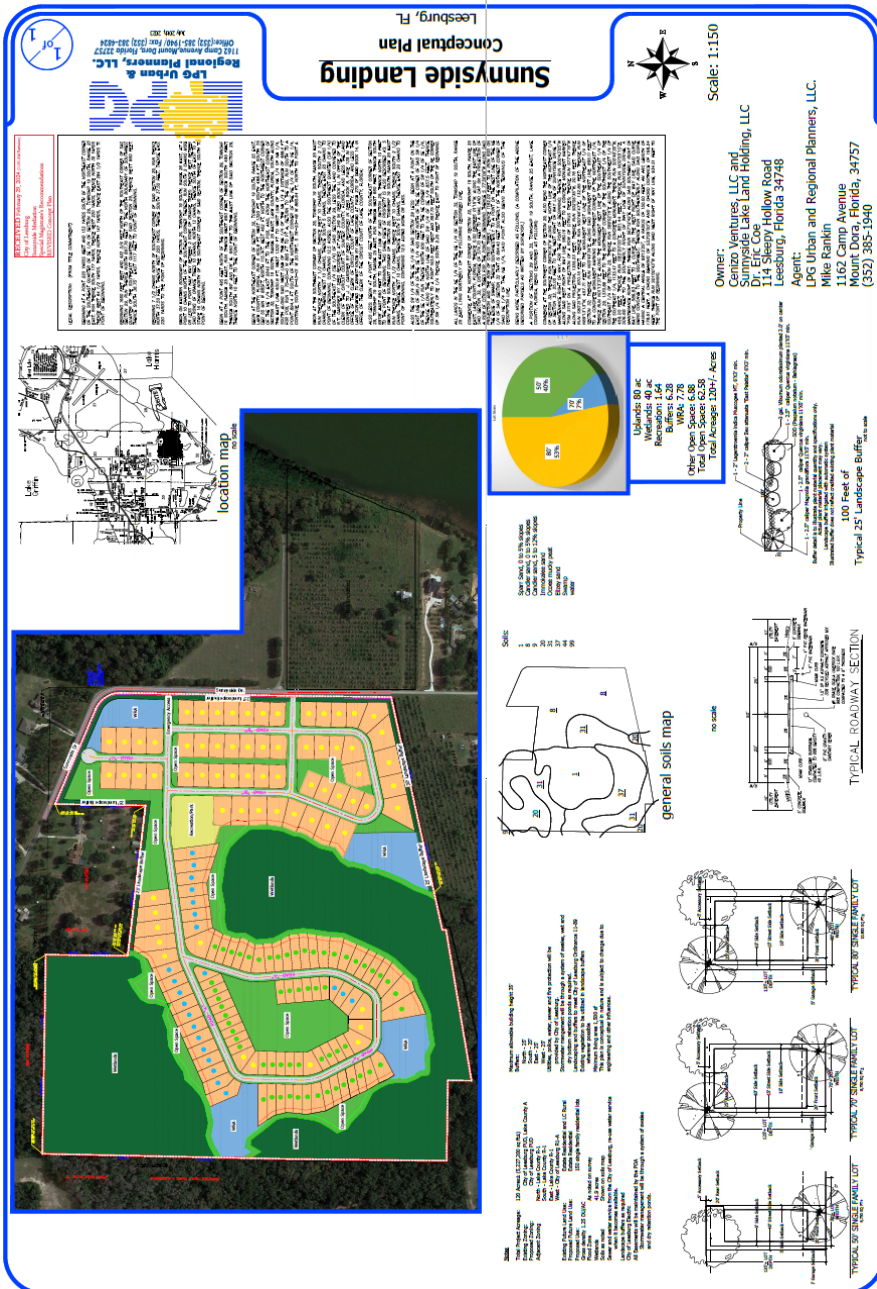


EXHIBIT B

LEGAL DESCRIPTION

Page 1 of 2

LEGAL DESCRIPTION: (FROM TITLE COMMITMENT)

BEGINNING AT A POINT 220 YARDS WEST AND 153 YARDS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE SOUTH 177 YARDS, THENCE WEST 220 YARDS, THENCE NORTH 30 YARDS, THENCE WEST 64 1/2 YARDS, THENCE NORTH 147 YARDS, THENCE EAST 284 1/2 YARDS TO POINT OF BEGINNING.

BEGINNING 1660 FEET WEST AND 422 3/4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 897.76 FEET TO THE NORTH BOUNDARY OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, THENCE WEST 660 FEET, THENCE SOUTH 36.75' EAST 1117 FEET TO POINT OF BEGINNING.

BEGINNING 7 1/2 CHAINS NORTH OF SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 37.50 FEET, THENCE WEST 220 YARDS, THENCE SOUTH 37.50 FEET, THENCE EAST 220 YARDS TO THE POINT OF BEGINNING.

BEGIN ON EASTERN BOUNDARY OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, AT A POINT 10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF, RUN SOUTH 2 CHAINS MORE OR LESS TO POINT HALF WAY BETWEEN 2 ROWS OF ORANGE TREES; THENCE WEST BETWEEN SAID ROWS OF ORANGE TREES 10 CHAINS, NORTH 12 CHAINS, THENCE SOUTH OF EAST TO A STAKE 16 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH TO POINT OF BEGINNING.

BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 495 FEET; THENCE SOUTH 89' AND 0" TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 488.4 FT, SOUTH 75 DEG 50 MIN W 885 FT, NORTH 10 CHAINS TO THE NORTHWEST CORNER OF THE NE 1/4 EAST 26 CHAINS TO THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SOUTH ALONG THE EAST LINE 400.8 FT, WEST 10 CHAINS TO THE NE 1/4 OF NE 1/4, SOUTH ALONG SAID WEST LINE 400.8 FT, WEST 10 CHAINS TO THE NE 1/4 OF NE 1/4, FOR POB, RUN S 75-50-0 W 885 FT, SOUTH 488.4 FT SOUTH OF THE NE 1/4 OF THE NE 1/4, CONTINUE SOUTH 0-43-01 W 20 CHAINS TO POINT A.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE NORTH 7 1/2 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS. LESS THE LAND CONVEYED TO R.T. GARDNER BY DEED RECORDED AT PAGE 139 OF DEED BOOK U, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SUMTER COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO J. J. GARDNER BY DEED RECORDED IN DEED BOOK 8, PAGE 139 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO ERNEST KINZIE BY DEED RECORDED AT PAGE 275 OF DEED BOOK 14, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA;

ALSO LESS: BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET, THENCE SOUTH 89'08" EAST 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO THE POINT OF BEGINNING. THIS SAME PIECE OF PROPERTY IS ALSO DESCRIBED AS: S BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS.

ALSO THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 29 LESS: BEGIN AT A POINT ON THE EAST LINE OF SW 1/4 OF THE SE 1/4 420 FEET NORTH OF THE SE CORNER OF SAID SW 1/4 OF THE SE 1/4 RUN THENCE NORTH 900 FEET TO THE NE CORNER OF SW 1/4 OF SE 1/4, THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF SE 1/4 857.5 FEET. THENCE SOUTHEASTERLY TO A POINT 193.5 FEET WEST AND 897.75 FEET SOUTH OF THE NE CORNER OF SW 1/4 OF SE 1/4 THENCE SOUTH 2.25 FEET THENCE EAST TO POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION

Page 2 of 2

ALL LANDS IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE S.00 DEGREES 01'15"W. ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 574.70 FEET TO A NAIL AND CAP ON A PROJECTION OF A ROW OF CITRUS TREES FOR THE POINT OF BEGINNING THENCE S 77°39'09"W ALONG SAID PROJECTION AND THE ROW OF CITRUS TREES, THENCE 1182.02 FEET TO A IRON ROD ON THE EDGE OF SWAMP, THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 32 THAT IS 884.60 FEET SOUTHERLY OF THE NORTHEAST CORNER SAID NE 1/4 OF THE NE 1/4, SAID POINT ALSO BEING THE TERMINUS OF THE DESCRIPTION LINE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; (A COMPILATION OF THE ABOVE DESCRIBED PARCELS AS WRITTEN BY SURVEYOR.)

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

SUPERSEDED
Refer to REVISED Legal
Description received 2/29/2022
City of Leesburg

AND

BEGIN AT THE NORTHWEST CORNER OF SEC. 19 SOUTH, RANGE 25
EAST, OF THE TALLAHASSEE MERIDIAN, LAKE
SECTION LINE
FLORIDA, RUN THENCE EAST ON

SECTION LINE
1263.8 FEET TO THE CENTER LINE OF SEABOARD AIR LINE RAILROAD; THENCE CONTINUE EAST ON SECTOR OF LAKE HARRIS; THENCE BACK TO POINT OF BEGINNING AND RUN SOUTH ON SECTION LINE 870 FEET; THENCE EAST 850.3 FEET TO CENTER LINE OF SEABOARD AIR LINE RAILROAD; RUN THENCE EAST TO LAKE HARRIS; THENCE IN A NORTHEASTERLY DIRECTION ALONG LAKE TO NORTH LINE ABOVE DESCRIBED; LESS THE WEST 10 FEET FOR ROAD RIGHT-OF-WAY, AND LESS; THE SOUTH 150 FEET OF THE NORTH 870 FEET OF GOVERNMENT LOT 1 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND BEGIN AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, OF THE TALLAHASSEE MERIDIAN, LAKE COUNTY, FLORIDA, RUN THENCE EAST ON SECTION LINE 1263.8 FEET TO THE CENTER LINE OF SEABOARD AIR LINE RAILROAD; THENCE CONTINUE EAST ON SECTION LINE TO LAKE HARRIS; THENCE BACK TO POINT OF BEGINNING AND RUN SOUTH ON SECTION LINE 870 FEET; THENCE EAST 850.3 FEET TO CENTER LINE OF SEABOARD AIR LINE RAILROAD; RUN THENCE EAST TO LAKE HARRIS; THENCE IN A NORTHEASTERLY DIRECTION ALONG LAKE TO CENTER LINE ABOVE DESCRIBED, LESS THE WEST 10 FEET FOR ROAD RIGHT-OF-WAY, AND LESS; THE SOUTH 150 FEET OF THE NORTH 870 FEET OF GOVERNMENT LOT 1 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT C

REVISED LEGAL DESCRIPTION

Special Magistrate's Recommendations of 1/15/2024

RECEIVED City of Leesburg 2/29/2024

LEGAL DESCRIPTION: (FROM TITLE COMMITMENT)

BEGINNING AT A POINT 220 YARDS WEST AND 153 YARDS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE SOUTH 177 YARDS, THENCE WEST 220 YARDS, THENCE NORTH 30 YARDS, THENCE WEST 64 1/2 YARDS, THENCE NORTH 147 YARDS, THENCE EAST 284 1/2 YARDS TO POINT OF BEGINNING.

BEGINNING 1660 FEET WEST AND 422 3/4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 897.76 FEET TO THE NORTH BOUNDARY OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, THENCE WEST 660 FEET, THENCE SOUTH 36.75° EAST 1117 FEET TO POINT OF BEGINNING.

BEGINNING 7 1/2 CHAINS NORTH OF SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 37.50 FEET, THENCE WEST 220 YARDS, THENCE SOUTH 37.50 FEET, THENCE EAST 220 YARDS TO THE POINT OF BEGINNING.

BEGIN ON EASTERN BOUNDARY OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, AT A POINT 10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF, RUN SOUTH 2 CHAINS MORE OR LESS TO POINT HALF WAY BETWEEN 2 ROWS OF ORANGE TREES; THENCE WEST BETWEEN SAID ROWS OF ORANGE TREES 10 CHAINS, NORTH 12 CHAINS, THENCE SOUTH OF EAST TO A STAKE 16 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH TO POINT OF BEGINNING.

BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 495 FEET;

THENCE SOUTH 89° AND 08' E. 660 FEET TO THE EAST LINE OF SAID SECTION 29,
THENCE NORTH 10 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LAKE COUNTY, FLORIDA, RUN S 400.8 FT, WEST 1320 FT, SOUTH 488.4 FT, SOUTH 75
DEG 50 MIN W 885FT, NORTH 115.7FT, WEST 462 FT, NORTH TO THE NORTHWEST CORNER
OF THE NE 1/4 EAST 2640 FT TO THE POB, AND, FROM THE NORTHEAST CORNER OF
SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SOUTH ALONG
THE EAST LINE 400.8 FT, WEST 1320 FT TO WEST LINE OF THE NE 1/4 OF NE 1/4,
SOUTH ALONG SAID WEST LINE OF THE NE 1/4 OF THE NE 1/4 A DISTANCE OF 488.4 FT
FOR POB, RUN S 75-50-0 W 885 FT TO PT A, RETURN TO THE POB, RUN SOUTH TO A
POINT 894.4 FT SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4,
CONTINUE SOUTH 0-43-01 W 20.78FT, S 76-23-48 W 880.64 FT, NORTH TO POINT A.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST
RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2
CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO
POINT OF BEGINNING, CONTAINING 12.5 ACRES; ALSO THE SOUTHWEST QUARTER (SW 1/4)
OF THE SOUTHEAST 1/4 (SE 1/4) OF SAID SECTION 29, LESS THE LAND CONVEYED TO
R.T. GARDNER BY DEED RECORDED AT PAGE 349 IN DEED BOOK U, IN OFFICE OF THE
CLERK OF THE CIRCUIT COURT OF SUMTER COUNTY, FLORIDA, AND LESS THE LAND
CONVEYED TO J. J. GARDNER BY DEED RECORDED IN DEED BOOK 8, PAGE 139 IN THE
OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, AND LESS THE
LAND CONVEYED TO ERNEST KINZIE BY DEED RECORDED AT PAGE 275 OF DEED BOOK 14, IN
OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA;

ALSO LESS: BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION
29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH
89°08' EAST 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET

TO THE POINT OF BEGINNING. THIS SAME PIECE OF PROPERTY IS ALSO DESCRIBED AS: S
BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST
RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 ½
CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO
POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS.

ALSO THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 29 LESS: BEGIN AT A POINT ON THE
EAST LINE OF SW1/4 OF THE SE 1/4 420 FEET NORTH OF THE SE CORNER OF SAID SW ¼
OF THE SE 1/4 RUN THENCE NORTH 900 FEET TO THE NE CORNER OF SW 1/4 OF SE 1/4,
THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF SE 1/4 857.5 FEET. THENCE
SOUTHEASTERLY TO A POINT 193.5 FEET WEST AND 897.75 FEET SOUTH OF THE NE CORNER
OF SW 1/4 OF SE 1/4 THENCE SOUTH 2.25 FEET THENCE EAST TO POINT OF BEGINNING.

ALL LANDS IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE
25 EAST LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25
EAST, LAKE COUNTY, FLORIDA, THENCE S.00 DEGREES 01'15"W. ALONG THE EAST LINE OF
SAID SECTION 32, A DISTANCE OF 574.70 FEET TO A NAIL AND CAP ON A PROJECTION OF
A ROW OF CITRUS TREES FOR THE POINT OF BEGINNING THENCE S 77°39'09"W ALONG SAID
PROJECTION AND THE ROW OF CITRUS TREES, THENCE 1162.02 FEET TO A IRON ROD ON
THE EDGE OF SWAMP, THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE NE
1/4 OF SAID SECTION 32 THAT IS 894.40 FEET SOUTHERLY OF THE NORTHWEST CORNER OF
SAID NE 1/4 OF THE NE 1/4, SAID POINT ALSO BEING THE TERMINUS OF THE
DESCRIPTION LINE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; (A COMPILATION OF THE ABOVE
DESCRIBED PARCELS AS WRITTEN BY SURVEYOR.)

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, ALSO BEING THE NORTHEAST CORNER OF SECTION 32; THENCE RUN S89°55'30"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 32, 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY, FOR THE POINT OF BEGINNING; THENCE RUN S00°43'05"W ALONG SAID WEST RIGHT OF WAY LINE, 580.16 FEET TO A CONCRETE MONUMENT MARKED "PSM 3715" ON A PROJECTION OF A ROW OF CITRUS TREES; THENCE RUN S77°47'19"W ALONG SAID PROJECTION, 1355.23 FEET; THENCE RUN S02°05'35"W, 20.78 FEET; THENCE RUN S80°31'58"W, 870.15 FEET; THENCE RUN N00°46'47"E, 132.85 FEET; THENCE RUN N89°13'13"W, 457.71 FEET TO THE MONUMENT WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32; THENCE RUN N00°40'34"E ALONG SAID MONUMENT WEST LINE, 895.11 FEET TO A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4; THENCE RUN N01°13'37"E ALONG THE MONUMENT WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29, 1370.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S89°02'16"E ALONG THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1133.47 FEET TO A CONCRETE MONUMENT; THENCE RUN S00°49'36"W, 459.00 FEET; THENCE RUN S83°20'05"E, 861.44 FEET; THENCE RUN N00°55'10"E, 506.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY; THENCE RUN S67°12'42"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 586.83 FEET TO A CURVE ON THE WEST RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 68°13'25", A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 178.61 FEET, A CHORD BEARING OF S33°06'00"E AND A CHORD DISTANCE OF 168.24 FEET; THENCE RUN S01°00'43"W ALONG SAID WEST RIGHT OF WAY LINE, 934.51 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
SUNNYSIDE LANDING
PLANNED UNIT DEVELOPMENT CONDITIONS
August 19, 2021

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Cenizo Ventures, LLC and Sunnyside Lake Land Holding, LLC**, (Greg Beliveau, LPG, Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of ~~464~~ 150 single family residential units on approximately ~~137.35~~ 120.519 +/- acres, generally located ~~on east and~~ west of Sunnyside Drive 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. In any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Cenizo Ventures, LLC and Sunnyside Lake Land Holding, LLC**, (Greg Beliveau, LPG, Petitioner), "Permittee" to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit C, Legal Description**.

3. LAND USE

The above-described property, containing approximately ~~439~~ 120.549 +/- acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses
2. Condominium units
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of ~~464~~ 150 single family residential units, at a gross density not to exceed 1.25 units per acre on the approximately ~~439~~ 120.549 +/- acre site, as shown on **Exhibit B, Master Development Plan**.

B. Lot sizes shall be varied, to include 50, 70- and 80-foot widths on the west side of Sunnyside Drive, as shown on the attached **Exhibit B, Master Development Plan**. ~~All lots east of Sunnys~~
~~with a minimum size of 43,560 squa~~

C. All lots west of, and immediately adjacent to Sunnyside Drive, shall be a minimum of 80 feet wide.

D. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

E. The minimum lot development standards shall be:

1. For 50-foot lots:

- a. 50 foot lots shall be located on the interior of the subdivision or in areas that are adjacent to Conservation/Open Space as shown on the Conceptual Master Plan, Exhibit B. These lots shall not be located anywhere which is directly adjacent to the required 25-foot landscape buffer as required in Section 6, *Landscape & Buffer Requirements* this document, or in areas directly adjacent to existing single-family residential development
- b. Minimum house size: 1,600 square feet.
- c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 6,500 square feet.
- e. Minimum width 50 feet
- f. Minimum depth 125 feet
- g. Minimum building setbacks:
Front – 25 feet setback to the garage, 20 feet setback to the residence
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet; and
Porch – 20 feet (porch must be a minimum width of 6 feet).

2. For 70-foot lots:

- a. 70 foot lots shall be located on the interior of the subdivision or in areas that are adjacent to Conservation/Open Space as shown on the Conceptual Master Plan, Exhibit B. They shall not be located anywhere which is directly adjacent to the required 25-foot landscape buffer as required in Section 6, *Landscape & Buffer Requirements* of this document, or in areas directly adjacent to existing single-family residential development
- b. Minimum house size: 1,800 square feet.
- c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 8,750 square feet.
- e. Minimum width 70 feet
- f. Minimum depth 125 feet
- g. Minimum building setbacks:
Front – 25 feet setback to the garage, 20 feet setback to the residence
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet; and
Porch – 20 feet (porch must be a minimum width of 6 feet).

3. For 80-foot lots:

- a. 80 foot lots shall be permitted anywhere within the subdivision, and shall be required on all lots immediately west of Sunnyside Drive.
- b. Minimum house size: 2,000 square feet.

- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 8,000 square feet.
- e. Minimum width 80 feet
- f. Minimum depth 100 feet
- g. Minimum building setbacks:
Front – 25 feet setback to the garage, 20 feet setback to the residence
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.
Porch – 20 feet (porch must be a minimum width of 6 feet).

3. For 140-foot lots:

- ~~a. 140-foot lots shall be permitted anywhere within the subdivision. For all property east of Sunnyside Drive, a maximum of four lots shall be permitted. The minimum lot size shall be one acre. The minimum house size on these lots shall be 2,600 square feet.~~
- ~~b. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.~~
- ~~c. Minimum lot size shall be 43,560 square feet.~~
- ~~d. Minimum width 140 feet~~
- ~~e. Minimum depth 400 feet~~
- ~~f. Minimum building setbacks:
Front – 30 feet;
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.
Porch – 25 feet (porch must be a minimum width of 6 feet).~~

4. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- c. Maximum building height: two (2) stories or 35 feet.
- d. 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.
- e. 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.
- f. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”

- g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single family units. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.

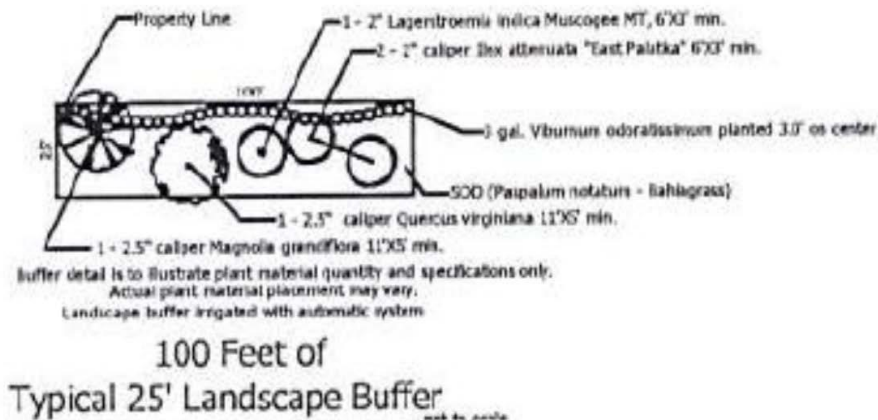
6. LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum twenty-five (25) foot buffer planted as shown in Figure A below, shall be provided along the east and west side of the Sunnyside Road boundary of the property, unless otherwise provided for within these standards.
- B. 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.
- C. 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



HD. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- E.** The surveying of trees on the property shall be conducted as follows:
- 1) If existing on the property, 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) A survey of 100 feet by 100 feet plots, indicating all protected trees 4" DBH and larger, shall be surveyed for each distinct vegetative area, for use in replacement calculations.
 - 3) Site areas that are to preserve existing trees do not need to be included in the survey plots unless the trees are to be used in preservation/replacement requirements.
 - 4) The tree survey shall be completed by a licensed surveyor.
 - 5) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester.

7. SITE ACCESS AND SIGNAGE

A. To meet Lake County access management requirements the main vehicular access to the project site shall be provided by an access point from Sunnyside Road. This access point shall be a divided boulevard type entrance road with one lane in each direction. For the property on the west side of Sunnyside Road, a secondary emergency only access point shall be provided from Sunnyside Road. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to existing or planned sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

- 1) Adequate right of way along Sunnyside Road shall be required to ensure adequate roadway paving and access.
- 2) Additional improvements on Sunnyside Road may be required to accommodate the increase in the additional trips the site will produce per Lake County requirements.
- 3) 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.
- 4) The conceptual plan exhibits, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

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

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

- C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and base of monument/entryway signs may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements 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 as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the

residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.

- G. Sidewalks shall be provided on both sides of the boulevard entrance road and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. **WETLANDS, FLOOD ZONES & WILDLIFE**

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowners 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. Except as otherwise provided herein, Hland 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. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- 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.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 0.75 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include two of the following recreation amenities such as BBQ grills, picnic tables, equipped play area, or a basketball court.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Credits for Active recreational activity space shall be calculated at a rate of 1.25 times the square feet provided in the concept plan [LM1] for activities such as, but not limited to:
 - 1) Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2) Community swimming pool, including the deck area surrounding such pools.
 - 3) Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4) Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowners association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review 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.

- C. The terms of this PUD (Planned Unit Development) zoning agreement shall be substantially implemented within one hundred twenty (120) months. If the terms of this agreement have not been substantially implemented within this time period, this PUD shall expire of its own accord, without further action by the City, and the City shall initiate the public hearing process to rezone the property to its prior classification, or if that classification is no longer available, the closest available zoning classification. In the interim, after this PUD expires but prior to completion of the rezoning to prior classification, no applications for the use of, or construction of improvements on, the property shall be accepted.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for

proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

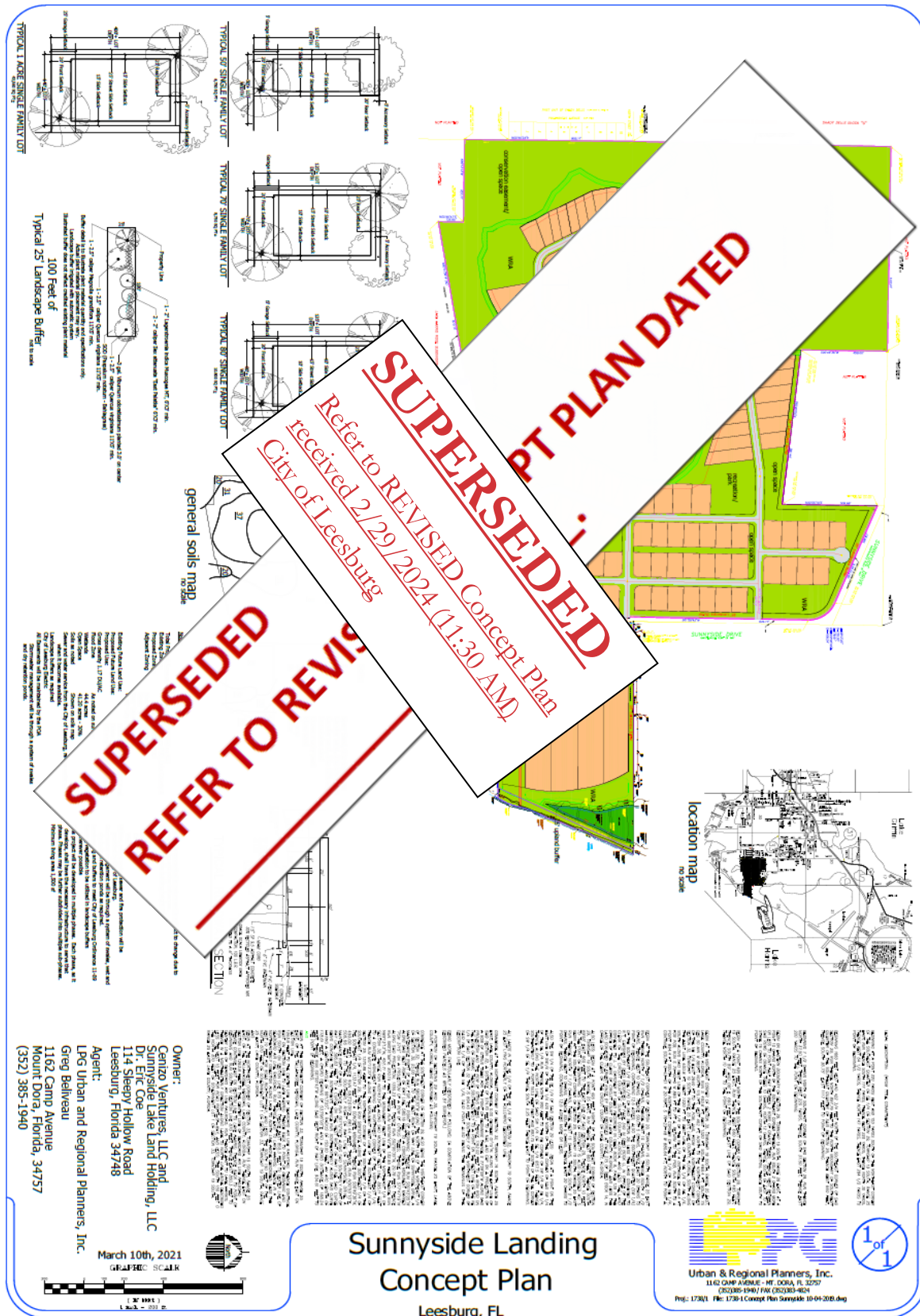
- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

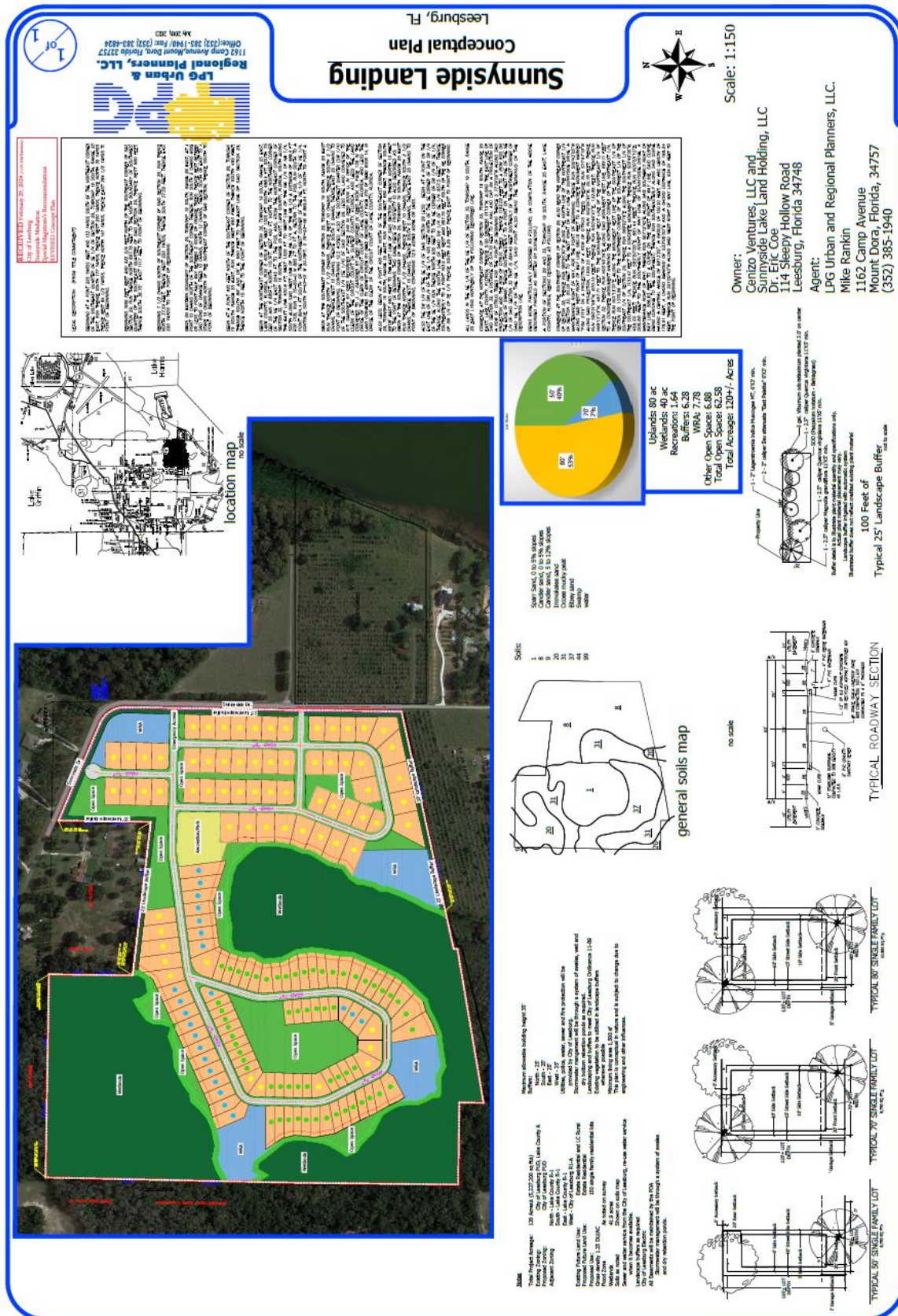
2) Commitment of Capacity

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

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.





LEGAL DESCRIPTION: (FROM TITLE COMMITMENT)

BEGINNING AT A POINT 220 YARDS WEST AND 153 YARDS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE SOUTH 177 YARDS, THENCE WEST 220 YARDS, THENCE NORTH 30 YARDS, THENCE WEST 64 1/2 YARDS, THENCE NORTH 147 YARDS, THENCE EAST 284 1/2 YARDS TO POINT OF BEGINNING.

BEGINNING 1660 FEET WEST AND 422 3/4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 897.76 FEET TO THE NORTH BOUNDARY OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, THENCE WEST 660 FEET, THENCE SOUTH 36.75' EAST 1117 FEET TO POINT OF BEGINNING.

BEGINNING 7 1/2 CHAINS NORTH OF SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE NORTH 37.50 FEET, THENCE WEST 220 YARDS, THENCE SOUTH 37.50 FEET, THENCE EAST 220 YARDS TO THE POINT OF BEGINNING.

BEGIN ON EASTERN BOUNDARY OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, AT A POINT 10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF, RUN SOUTH 2 CHAINS MORE OR LESS TO POINT HALF WAY BETWEEN 2 ROWS OF ORANGE TREES; THENCE WEST BETWEEN SAID ROWS OF ORANGE TREES 10 CHAINS, NORTH 12 CHAINS, THENCE SOUTH OF EAST TO A STAKE 16 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH TO POINT OF BEGINNING.

BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 495 FEET; THENCE SOUTH 89° AND 08' WEST 10 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 488.4 FT, SOUTH 75 DEG 50 MIN W 885 FT, NORTH TO THE NORTHWEST CORNER OF THE NE 1/4 EAST 26 CHAINS TO THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SOUTH ALONG THE EAST LINE 400.8 FT, WEST 10 CHAINS TO THE NE 1/4 OF NE 1/4, SOUTH ALONG SAID WEST LINE A DISTANCE OF 488.4 FT TO THE POB, RUN SOUTH TO A POINT 894.4 FT SOUTH OF THE POB, RUN SOUTH TO A POINT 1/4 OF THE NE 1/4, CONTINUE SOUTH 0-43-01 W 20.1 CHAINS TO POINT A.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS THE LAND CONVEYED TO R.T. GARDNER BY DEED RECORDED AT PAGE 139 OF DEED BOOK U, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SUMTER COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO J. J. GARDNER BY DEED RECORDED IN DEED BOOK 8, PAGE 139 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, AND LESS THE LAND CONVEYED TO ERNEST KINZIE BY DEED RECORDED AT PAGE 275 OF DEED BOOK 14, IN OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA;

ALSO LESS: BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 89°08' EAST 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET TO THE POINT OF BEGINNING. THIS SAME PIECE OF PROPERTY IS ALSO DESCRIBED AS: S BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS.

ALSO THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 29 LESS: BEGIN AT A POINT ON THE EAST LINE OF SW 1/4 OF THE SE 1/4 420 FEET NORTH OF THE SE CORNER OF SAID SW 1/4 OF THE SE 1/4 RUN THENCE NORTH 900 FEET TO THE NE CORNER OF SW 1/4 OF SE 1/4, THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF SE 1/4 857.5 FEET. THENCE SOUTHEASTERLY TO A POINT 193.5 FEET WEST AND 897.75 FEET SOUTH OF THE NE CORNER OF SW 1/4 OF SE 1/4 THENCE SOUTH 2.25 FEET THENCE EAST TO POINT OF BEGINNING.

LEGAL DESCRIPTION

Page 2 of 2

ALL LANDS IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE S.00 DEGREES 01'15"W. ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 574.70 FEET TO A NAIL AND CAP ON A PROJECTION OF A ROW OF CITRUS TREES FOR THE POINT OF BEGINNING THENCE S 77°39'09"W ALONG SAID PROJECTION AND THE ROW OF CITRUS TREES, THENCE 1162.02 FEET TO A IRON ROD ON THE EDGE OF SWAMP, THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 32 THAT IS 894.40 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NE 1/4 OF THE NE 1/4, SAID POINT ALSO BEING THE TERMINUS OF THE DESCRIPTION LINE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; (A COMPILATION OF THE ABOVE DESCRIBED PARCELS AS WRITTEN BY SURVEYOR.)

A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

SUPERSEDED

Refer to REVISED Legal Description received 2/29/2021

City of Leesburg

AND

BEGIN AT THE NORTHWEST CORNER OF SECTION 19 SOUTH, RANGE 25
EAST, OF THE TALLAHASSEE MERIDIAN, LAKE FLORIDA, RUN THENCE EAST ON
SECTION LINE

1263.8 FEET TO THE CENTER LINE OF SEABOARD AIR LINE RAILROAD; THENCE CONTINUE EAST ON SECTION LINE TO LAKE HARRIS; THENCE BACK TO POINT OF BEGINNING AND RUN SOUTH ON SECTION LINE 870 FEET; THENCE EAST 850.3 FEET TO CENTER LINE OF SEABOARD AIR LINE RAILROAD; RUN THENCE EAST TO LAKE HARRIS; THENCE IN A NORTHEASTERLY DIRECTION ALONG LAKE TO NORTH LINE ABOVE DESCRIBED; LESS THE WEST 10 FEET FOR ROAD RIGHT-OF-WAY, AND LESS; THE SOUTH 150 FEET OF THE NORTH 870 FEET OF GOVERNMENT LOT 1 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

BEGIN AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, OF THE TALLAHASSEE MERIDIAN, LAKE COUNTY, FLORIDA, RUN THENCE EAST ON SECTION LINE 1263.8 FEET TO THE CENTER LINE OF SEABOARD AIR LINE RAILROAD; THENCE CONTINUE EAST ON SECTION LINE TO LAKE HARRIS; THENCE BACK TO POINT OF BEGINNING AND RUN SOUTH ON SECTION LINE 870 FEET; THENCE EAST 850.3 FEET TO CENTER LINE OF SEABOARD AIR LINE RAILROAD; RUN THENCE EAST TO LAKE HARRIS; THENCE IN A NORTHEASTERLY DIRECTION ALONG LAKE TO NORTH LINE ABOVE DESCRIBED LESS THE WEST 10 FEET FOR ROAD RIGHT-OF-WAY, AND LESS; THE SOUTH 150 FEET OF THE NORTH 870 FEET OF GOVERNMENT LOT 1 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION: (FROM TITLE COMMITMENT)

BEGINNING AT A POINT 220 YARDS WEST AND 153 YARDS SOUTH OF THE NORTHEAST CORNER
OF THE SOUTHEAST QUARTER OF SE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25
EAST, RUN THENCE SOUTH 177 YARDS, THENCE WEST 220 YARDS, THENCE NORTH 30 YARDS,
THENCE WEST 64 1/2 YARDS, THENCE NORTH 147 YARDS, THENCE EAST 284 1/2 YARDS TO
POINT OF BEGINNING.

BEGINNING 1660 FEET WEST AND 422 3/4 FEET NORTH OF THE SOUTHEAST CORNER OF SAID
SECTION 29, RUN THENCE NORTH 897.76 FEET TO THE NORTH BOUNDARY OF SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, THENCE WEST 660 FEET,
THENCE SOUTH 36.75° EAST 1117 FEET TO POINT OF BEGINNING.

BEGINNING 7 1/2 CHAINS NORTH OF SOUTHEAST CORNER OF SAID SECTION 29, RUN THENCE
NORTH 37.50 FEET, THENCE WEST 220 YARDS, THENCE SOUTH 37.50 FEET, THENCE EAST
220 YARDS TO THE POINT OF BEGINNING.

BEGIN ON EASTERN BOUNDARY OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, AT A
POINT 10 CHAINS NORTH OF THE SOUTHEAST CORNER THEREOF, RUN SOUTH 2 CHAINS MORE
OR LESS TO POINT HALF WAY BETWEEN 2 ROWS OF ORANGE TREES; THENCE WEST BETWEEN
SAID ROWS OF ORANGE TREES 10 CHAINS, NORTH 12 CHAINS, THENCE SOUTH OF EAST TO A
STAKE 16 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH TO
POINT OF BEGINNING.

BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP
19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH 495 FEET;

THENCE SOUTH 89° AND 08' E. 660 FEET TO THE EAST LINE OF SAID SECTION 29,
THENCE NORTH 10 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LAKE COUNTY, FLORIDA, RUN S 400.8 FT, WEST 1320 FT, SOUTH 488.4 FT, SOUTH 75
DEG 50 MIN W 885FT, NORTH 115.7FT, WEST 462 FT, NORTH TO THE NORTHWEST CORNER
OF THE NE 1/4 EAST 2640 FT TO THE POB, AND, FROM THE NORTHEAST CORNER OF
SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, SOUTH ALONG
THE EAST LINE 400.8 FT, WEST 1320 FT TO WEST LINE OF THE NE 1/4 OF NE 1/4,
SOUTH ALONG SAID WEST LINE OF THE NE 1/4 OF THE NE 1/4 A DISTANCE OF 488.4 FT
FOR POB, RUN S 75-50-0 W 885 FT TO PT A, RETURN TO THE POB, RUN SOUTH TO A
POINT 894.4 FT SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4,
CONTINUE SOUTH 0-43-01 W 20.78FT, S 76-23-48 W 880.64 FT, NORTH TO POINT A.

BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST
RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2
CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO
POINT OF BEGINNING, CONTAINING 12.5 ACRES; ALSO THE SOUTHWEST QUARTER (SW 1/4)
OF THE SOUTHEAST 1/4 (SE 1/4) OF SAID SECTION 29, LESS THE LAND CONVEYED TO
R.T. GARDNER BY DEED RECORDED AT PAGE 349 IN DEED BOOK U, IN OFFICE OF THE
CLERK OF THE CIRCUIT COURT OF SUMTER COUNTY, FLORIDA, AND LESS THE LAND
CONVEYED TO J. J. GARDNER BY DEED RECORDED IN DEED BOOK 8, PAGE 139 IN THE
OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, AND LESS THE
LAND CONVEYED TO ERNEST KINZIE BY DEED RECORDED AT PAGE 275 OF DEED BOOK 14, IN
OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA;

ALSO LESS: BEGIN AT A POINT 495 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION
29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN THENCE WEST 660 FEET; THENCE SOUTH
89°08' EAST 660 FEET TO THE EAST LINE OF SAID SECTION 29, THENCE NORTH 10 FEET

TO THE POINT OF BEGINNING. THIS SAME PIECE OF PROPERTY IS ALSO DESCRIBED AS: S
BEGIN AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST
RUN THENCE NORTH 7 1/2 CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 2 1/2
CHAINS, THENCE WEST 10 CHAINS, THENCE SOUTH 5 CHAINS, THENCE EAST 20 CHAINS TO
POINT OF BEGINNING, CONTAINING 12.5 ACRES MORE OR LESS.

ALSO THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 29 LESS: BEGIN AT A POINT ON THE
EAST LINE OF SW1/4 OF THE SE 1/4 420 FEET NORTH OF THE SE CORNER OF SAID SW 1/4
OF THE SE 1/4 RUN THENCE NORTH 900 FEET TO THE NE CORNER OF SW 1/4 OF SE 1/4,
THENCE ALONG THE NORTH LINE OF SAID SW 1/4 OF SE 1/4 857.5 FEET. THENCE
SOUTHEASTERLY TO A POINT 193.5 FEET WEST AND 897.75 FEET SOUTH OF THE NE CORNER
OF SW 1/4 OF SE 1/4 THENCE SOUTH 2.25 FEET THENCE EAST TO POINT OF BEGINNING.

ALL LANDS IN THE NE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE
25 EAST LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

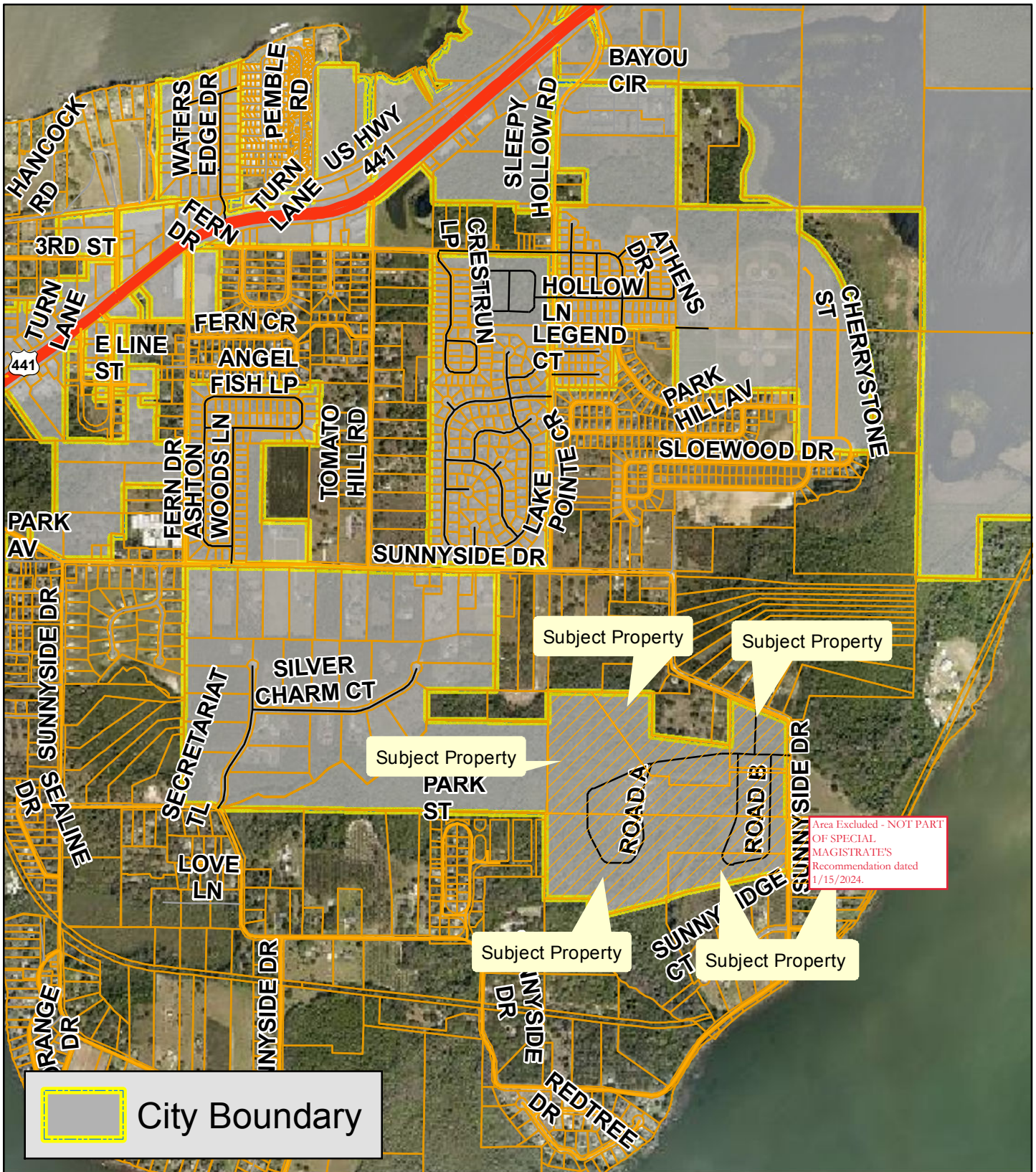
COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 25
EAST, LAKE COUNTY, FLORIDA, THENCE 5.00 DEGREES 01'15"W. ALONG THE EAST LINE OF
SAID SECTION 32, A DISTANCE OF 574.70 FEET TO A NAIL AND CAP ON A PROJECTION OF
A ROW OF CITRUS TREES FOR THE POINT OF BEGINNING THENCE S 77°39'09"W ALONG SAID
PROJECTION AND THE ROW OF CITRUS TREES, THENCE 1162.02 FEET TO A IRON ROD ON
THE EDGE OF SWAMP, THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE NE
1/4 OF SAID SECTION 32 THAT IS 894.40 FEET SOUTHERLY OF THE NORTHWEST CORNER OF
SAID NE 1/4 OF THE NE 1/4, SAID POINT ALSO BEING THE TERMINUS OF THE
DESCRIPTION LINE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; (A COMPILATION OF THE ABOVE
DESCRIBED PARCELS AS WRITTEN BY SURVEYOR.)

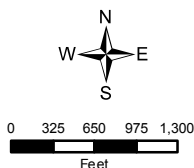
A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, ALSO BEING THE NORTHEAST CORNER OF SECTION 32; THENCE RUN S89°55'30"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 32, 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY, FOR THE POINT OF BEGINNING; THENCE RUN S00°43'05"W ALONG SAID WEST RIGHT OF WAY LINE, 580.16 FEET TO A CONCRETE MONUMENT MARKED "PSM 3715" ON A PROJECTION OF A ROW OF CITRUS TREES; THENCE RUN S77°47'19"W ALONG SAID PROJECTION, 1355.23 FEET; THENCE RUN S02°05'35"W, 20.78 FEET; THENCE RUN S80°31'58"W, 870.15 FEET; THENCE RUN N00°46'47"E, 132.85 FEET; THENCE RUN N89°13'13"W, 457.71 FEET TO THE MONUMENT WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32; THENCE RUN N00°40'34"E ALONG SAID MONUMENT WEST LINE, 895.11 FEET TO A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4; THENCE RUN N01°13'37"E ALONG THE MONUMENT WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29, 1370.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S89°02'16"E ALONG THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1133.47 FEET TO A CONCRETE MONUMENT; THENCE RUN S00°49'36"W, 459.00 FEET; THENCE RUN S83°20'05"E, 861.44 FEET; THENCE RUN N00°55'10"E, 506.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SUNNYSIDE DRIVE, A MAINTENANCE RIGHT OF WAY; THENCE RUN S67°12'42"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 586.83 FEET TO A CURVE ON THE WEST RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 68°13'25", A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 178.61 FEET, A CHORD BEARING OF S33°06'00"E AND A CHORD DISTANCE OF 168.24 FEET; THENCE RUN S01°00'43"W ALONG SAID WEST RIGHT OF WAY LINE, 934.51 FEET TO THE POINT OF BEGINNING.

City Boundary



**Planning
& Zoning
Division**



PUD-19-222

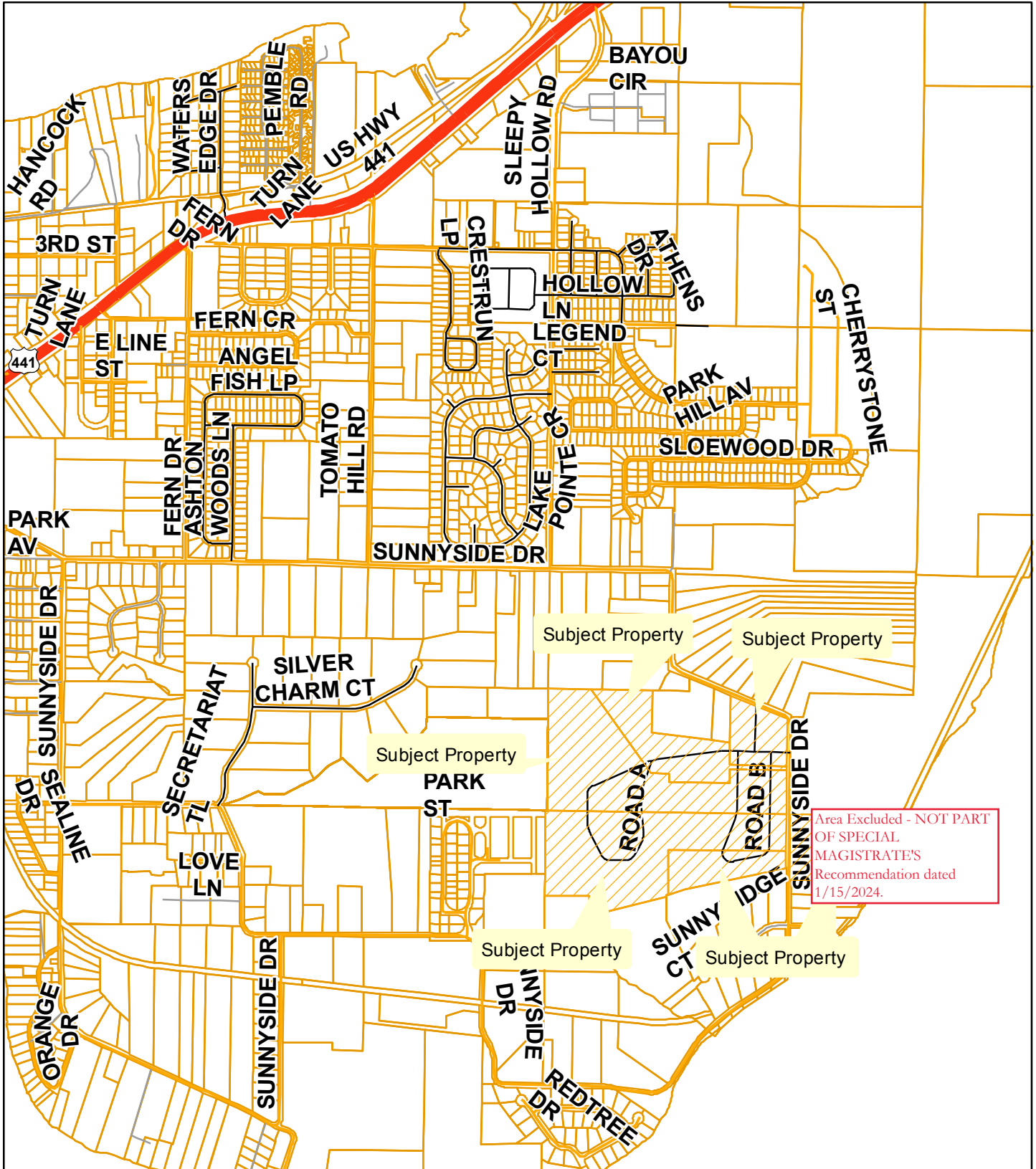
Sunnyside Lake Land Holding, LLC

AK#'s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

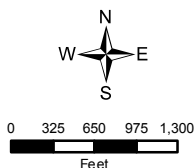
Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

Locator



**Planning
& Zoning
Division**



PUD-19-222

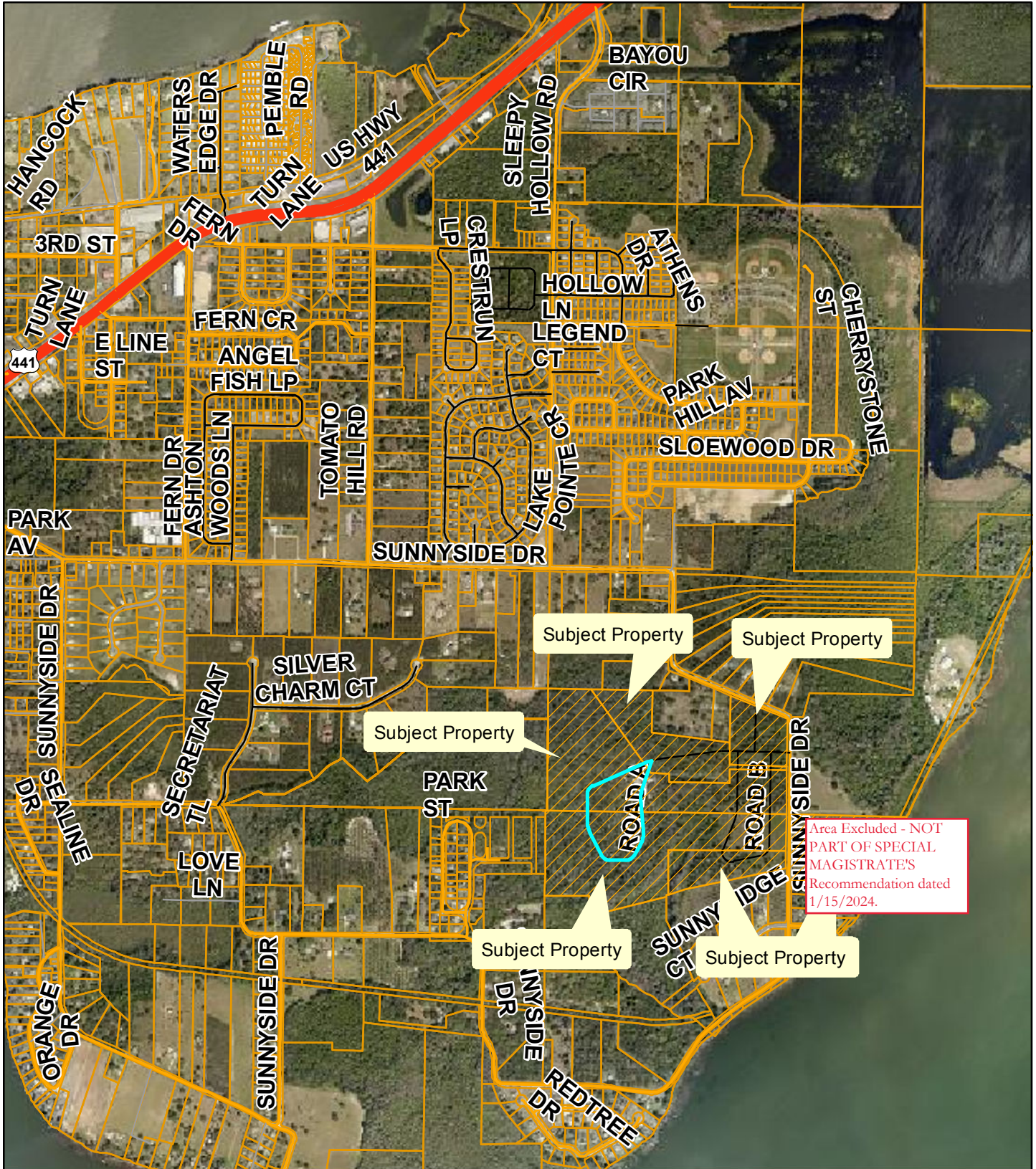
Sunnyside Lake Land Holding, LLC

AK#s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

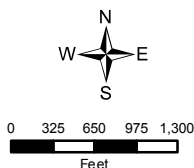
Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

Aerial



**Planning
& Zoning
Division**



PUD-19-222

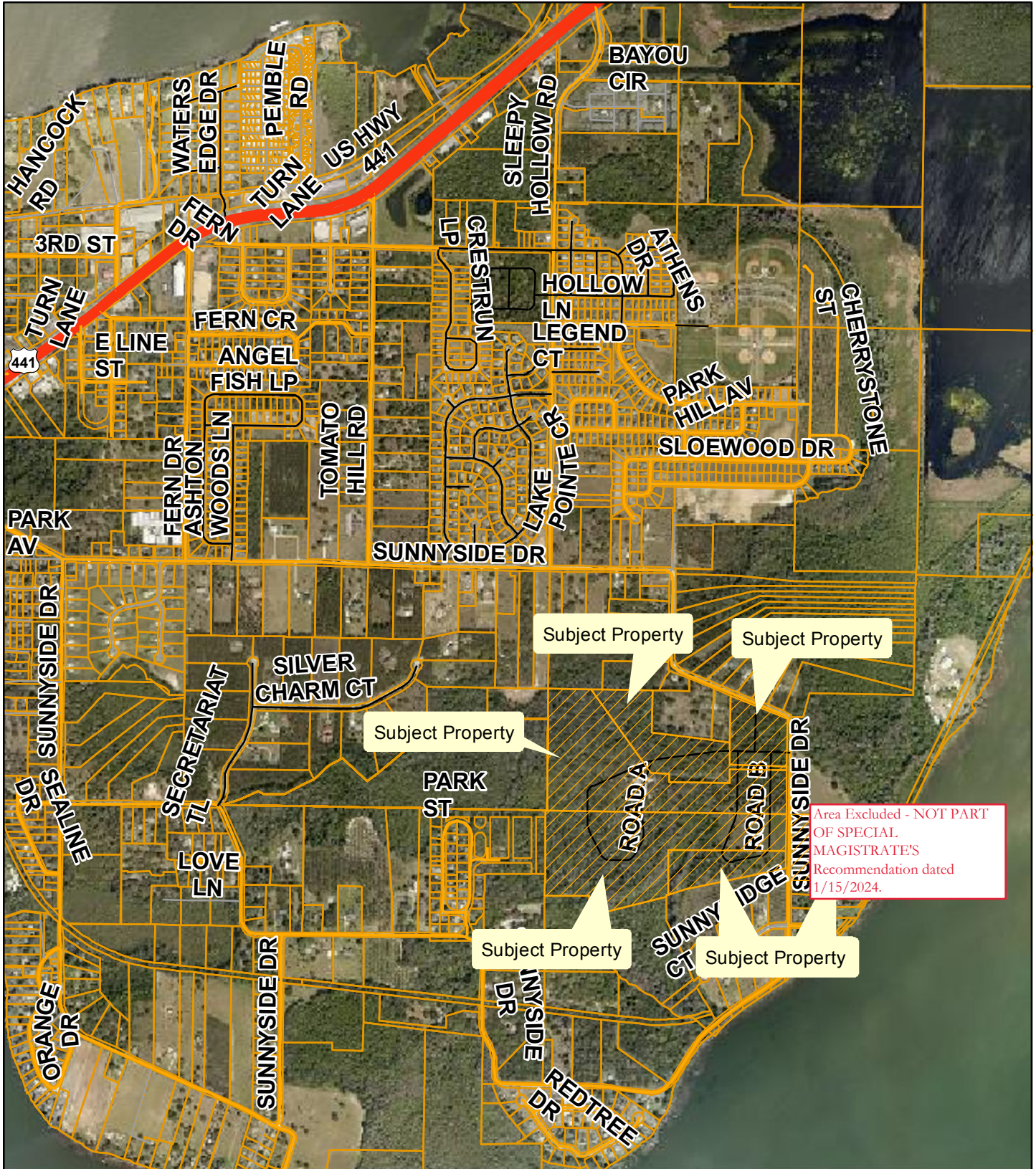
Sunnyside Lake Land Holding, LLC

AK#s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

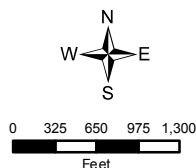
Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

Aerial



**Planning
& Zoning
Division**



PUD-19-222

Sunnyside Lake Land Holding, LLC

AK#s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

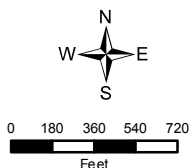
Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

Zoning



**Planning
& Zoning
Division**



PUD-19-222

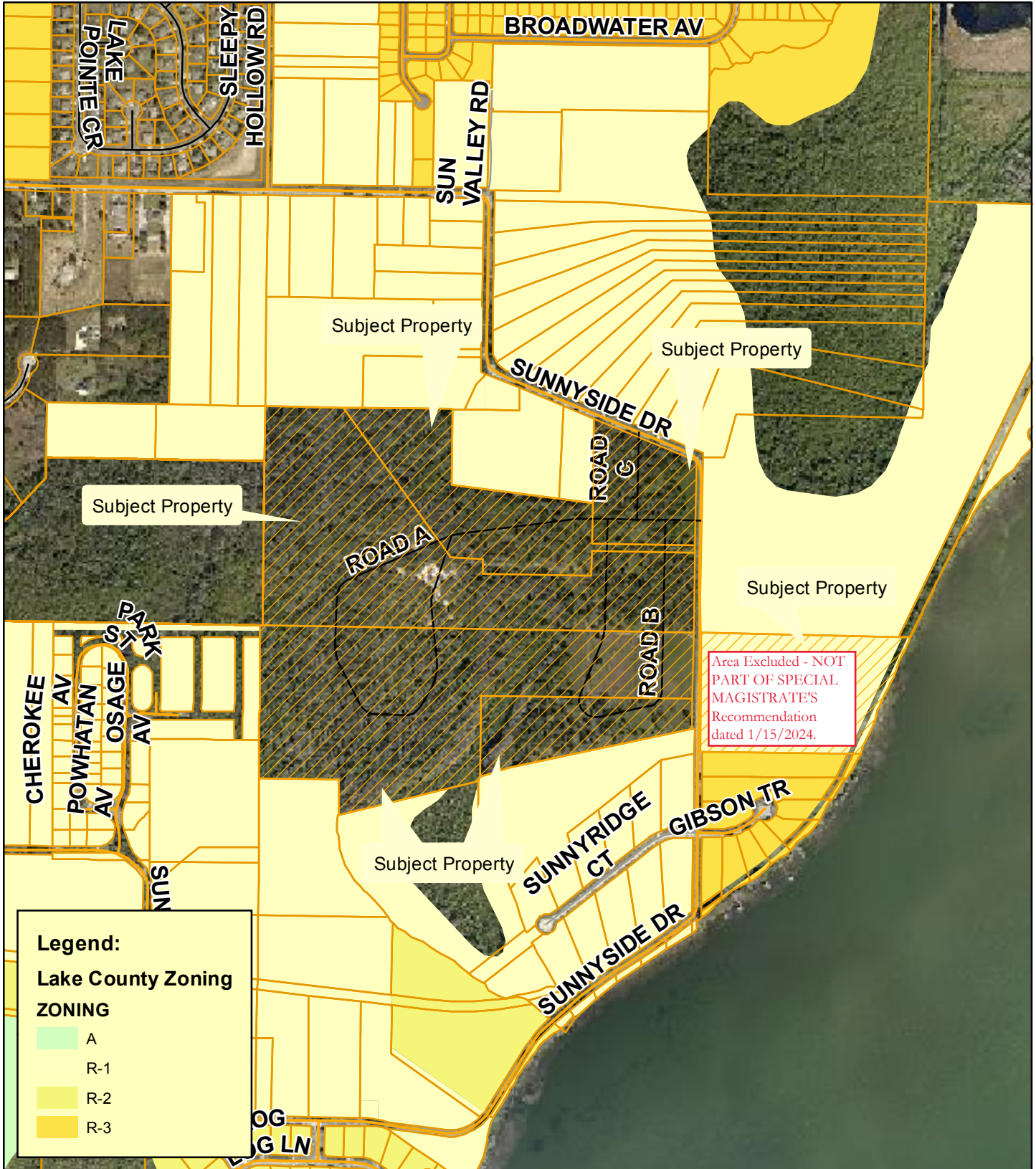
Sunnyside Lake Land Holding, LLC

AK#'s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

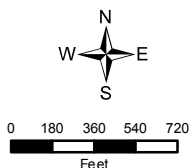
Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

Lake County Zoning



**Planning
& Zoning
Division**



PUD-19-222

Sunnyside Lake Land Holding, LLC

AK#'s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

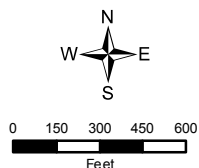
Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

Surrounding Land Uses



**Planning
& Zoning
Division**



PUD-19-222

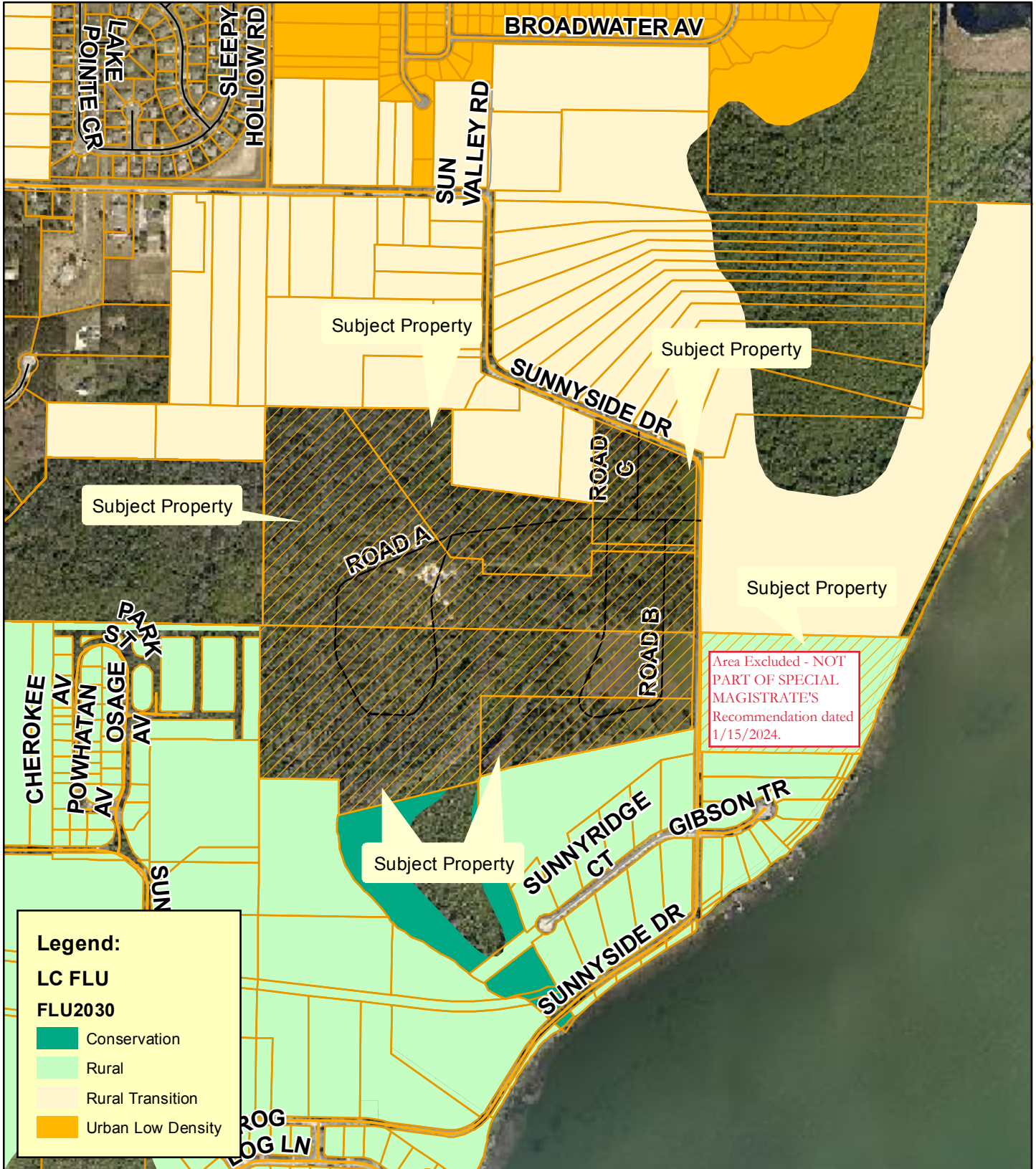
Sunnyside Lake Land Holding, LLC

AK#s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

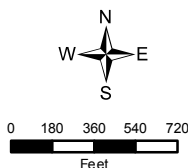
Sections 29, 32, ~~33~~, Township 19 South, Range 25 East

October 8, 2019

Lake County Future Land Use



**Planning
& Zoning
Division**



PUD-19-222

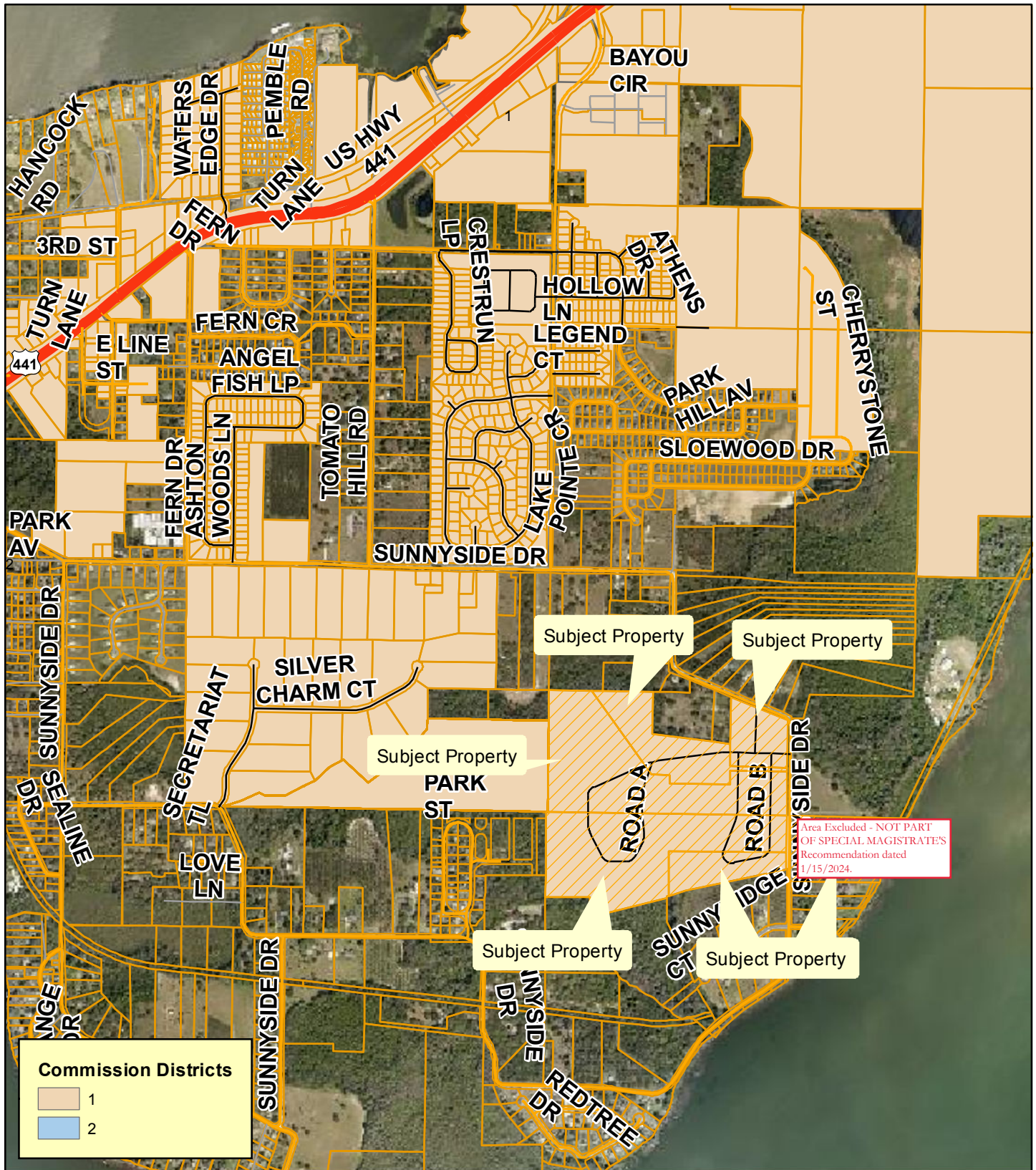
Sunnyside Lake Land Holding, LLC

AK#'s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

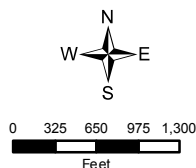
Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

Commission Districts



**Planning
& Zoning
Division**



PUD-19-222

Sunnyside Lake Land Holding, LLC

AK#'s: 1207100, 1207118, 1207185, 1207789, 1207819, 1704006

Sections 29, 32, 33, Township 19 South, Range 25 East

October 8, 2019

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: April 22, 2024

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending and restating Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, and as further amended by Ordinance No. 20-14; providing a short title, providing findings and intent; granting certain non-exclusive Franchises to Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, Okeehumkee Water Conservation Authority, LLC, and their successors and assigns (Each a Franchise, and sometimes collectively referred to herein as the "Franchisees"); a Franchise period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchises shall operate; providing for conflict and severability; and providing an effective date.

Staff Recommendation:

Conduct the first reading of the ordinance and set a public hearing and second reading for May 13, 2024.

Analysis:

When the City and Villages Land Development company partnered to develop the Villages of West Lake, an agreement was reached whereby certain municipal services would be provided by the Villages or subsidiaries thereof. The municipal services that would be provided by the Villages were water, sewer, and reuse. In exchange for allowing the Villages to provide these services, the City would receive a 5% franchise fee on total sales. This ordinance formally adopts the agreement to the existing and new service areas of the Villages (Secret Promise). The Commission should approve this ordinance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

This is a future revenue item.

ORDINANCE NO. ~~20-1424-~~

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE ~~No~~NO. 2018-2, AS AMENDED BY ORDINANCE NO. 2018-35, AND AS FURTHER AMENDED BY ORDINANCE NO. 20-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO ~~TRI-COUNTY SANITATION, LLC, SOUTH SUMTER~~GIBSON PLACE UTILITY COMPANY, LLC, ~~AND SOUTHEAST WILDWOOD~~GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE “FRANCHISEES”); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company (“VLC” ~~or~~”) and its affiliate The Villages Development Company, LLC, a Florida limited liability company (“VDC”)(VLC and VDC are referred to herein jointly as “Owner”) ~~has significant~~each own land located in the City of Leesburg (~~“Leesburg Property”~~); and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the “City”) ~~previously granted a non-exclusive water-use franchise to, wastewater, irrigation, reclaimed water, and solid waste collection and disposal franchises to the following affiliates of Owner: South Sumter Utility Company, LLC (“SSUC”)SSU), Southeast Wildwood Water Conservation Authority, LLC (“SEWWCA”), and Tri-County Sanitation, LLC (“Tri-County”), all pursuant to Ordinance No. 2018-2, as amended by Ordinance 2018-35, and further amended by Ordinance No. 20-14; and~~

~~**WHEREAS**, VLC has affiliates that also provide services for wastewater, irrigation, reclaimed water and solid waste collection and disposal~~**WHEREAS**, SSU and SEWWCA have since sold substantially all of their utility system assets to Wildwood Utility Dependent District, a dependent district of City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16 as amended by Ordinance No. 02021-44, duly adopted by the Wildwood City Commission on March 22, 2021 and August 23, 2021, respectively (“WUDD”), and in connection therewith, the City granted to WUDD a

non-exclusive franchise to operate those same utility systems within certain portions of the Leesburg Property (defined below); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property, and in connection with that development, Owner's affiliates will provide services for water, wastewater, irrigation, and reclaimed water, and these affiliates have established a consistent track record of quality and efficient services; and

WHEREAS, The City~~Owner~~ has requested that the City grant to those affiliates, and VLC desire to combine all the City wishes to grant to those affiliates, non-exclusive franchises ~~into~~in one ordinance for easier administration and consistency in order to serve ~~property inside the City of the~~ Leesburg ~~that is developed by VLC~~Property; and

WHEREAS, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City also wishes to grant a non-exclusive solid waste collection and disposal franchise to Tri-County by separate Ordinance, on or about the same date as this Ordinance.

WHEREAS, it is in the best interest of the City to provide non-exclusive franchises to SSUC, Tri-County Sanitation~~Owner's affiliates, Gibson Place Utility Company, LLC ("Tri-County") and Southeast Wildwood, Gibson Place~~ Water Conservation Authority, LLC ("SEWWCA") as, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, all to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Water Franchisee Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(~~1a~~) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(~~2~~) ~~VLC is the owner of~~(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve water, wastewater, irrigation, and reclaimed water utilities to that certain real property located in the City of Leesburg being more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Leesburg Property").

(~~3~~) ~~VLC~~(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(~~4d~~) The Leesburg Property is currently located within the City's exclusive water, wastewater, irrigation and reclaimed water ~~and solid waste collection and disposal~~ service area.

(5e) The City Commission has considered a request submitted by the proposed Franchisees, which are ~~Tri-County Sanitation, LLC, South Sumter~~Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and ~~Southeast Wildwood~~Okeehumkee Water Conservation Authority, LLC, to provide potable water, wastewater, irrigation and reclaimed water ~~and solid waste collection and disposal~~ to serve the Leesburg Property.

(7f) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(8g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee(s) are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee(s) to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee(s)" shall mean ~~South Sumter Utility Company, LLC, Tri-County Sanitation, LLC and Southeast Wildwood Water Conservation Authority, LLC, each a Florida~~Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this Amended and Restated Villages ARD Water Franchisee Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in Exhibit "A" attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from

time to time for development as part of the Villages ARD ~~Planned~~ Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(f) The term “Operating Revenues” for each Franchisee shall mean all user fees collected by Franchisee(s) from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other nonuser fees or charges derived from the operation of the services of such Franchisee.

(g) The term “Systems” shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City’s Charter, relevant special acts, and Chapter 166, Florida Statutes.

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as “Systems”). The ~~Franchises~~Franchisees shall only self-serve within the Territory unless mutually agreeable by both parties. The foregoing rights granted the Franchisees shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once ~~the Franchisee~~this Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to ~~South Sumter~~Gibson Place Utility Company, LLC.** The Franchise being granted to ~~South Sumter~~Gibson Place Utility Company, LLC, is to construct, operate and maintain a Potable Water ~~Treatment and~~ Distribution System and a Wastewater Collection, ~~Treatment,~~ and ~~Transmission~~Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, ~~the~~ Franchisee is authorized to:

- 1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- 2) Provide potable water distribution lines and related facilities ~~for the distribution and transmission of water to customers.~~

~~(b) — Operation and maintenance costs of the water treatment, distribution and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for these types of investor owned utilities.~~

For the Wastewater System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(b) Franchise Granted to Blue Goose Utility Company, LLC. The Franchise being granted to Blue Goose Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- 1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- 2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(c) Franchise Granted to Okeehumkee Utility Company, LLC. The Franchise being granted to Okeehumkee Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- 1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- 2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the ~~City~~ wastewater treatment facilities; and.

2) — Operation and maintenance costs of the ~~water and~~ wastewater ~~collection, and transmission systems~~ shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for ~~these types of~~ investor owned utilities.

(bd) Franchise Granted to ~~Southeast Wildwood~~Gibson Place Water Conservation Authority, LLC. For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of ~~Southeast Wildwood~~Gibson Place Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such ~~Irrigation Water~~irrigation water may be derived from ~~storm water, reclaimed wastewater~~stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition

to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(e) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Blue Goose Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for ~~Investor Owned Utilities~~investor owned utilities.

(ef) **Franchise Granted to ~~Tri-County Sanitation~~Okeehumkee Water Conservation Authority, LLC.** For ~~solid waste collection~~irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal, ~~Tri-County Sanitation~~of reclaimed water shall be the responsibility of Okeehumkee Water Conservation Authority, LLC, which is granted the franchise, pursuant to the ~~provision~~terms of this Ordinance. ~~The Franchisee shall be responsible for curbside recycling and yard waste services~~

Irrigation System shall mean all improvements, facilities, and “Solid Wastesystems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and Garbage Collection Services”. “Solid Wastemaintenance costs of the irrigation and Garbage Collection Services” shall include garbage, refuse, white goods, or other discarded material including solid and semi-solid material resulting from domestic, industrial, commercial, mining, agricultural or government operations. The reclaimed water system shall be the sole responsibility of Franchisee shall pay to the City a franchise fee as provided and are considered applicable costs to be included in this Ordinancerates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

SECTION 8. INDEMNIFICATION; INSURANCE.

(1a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(2b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

- a.1) Comprehensive General Liability bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.
- b.2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.
- c.3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/ or other agency and/ or entity with jurisdiction to regulate and/ or promulgate rules regarding Franchisee's operations.

SECTION 10. PAYMENTS TO THE CITY.

(1a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisee's annual gross Operating Revenues, as defined in Section 3.f., taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. No Franchisee is permitted to incorporate any franchise fee into its other rates for service.

(2b) The Franchisee(s) shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee(s) within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(3c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/ or imposed during the term of this Franchise Agreement.

(4d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross ~~revenues~~Operating Revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(1a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission (~~("FPSC")~~) to the extent regulated by FPSC, or if not governed by the FPSC, then as ~~approved by the City. The rates and fees of each Franchise in place at the adoption of the Franchise Ordinance shall be the initial rates of the Franchise~~permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(2)

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule not governed by the FPSC. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing.

(3c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee(s); (ii) any assignment of Franchisee's (or Franchisees') franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Leesburg Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisee(s) shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee(s).

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against that Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchisee.

In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee, then Franchisee shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee by reason of the City's default of its obligations under this Ordinance, provided in no event shall Franchisees be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate that Franchisee's Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Amended and Restated Villages ARD Water Franchisee Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory. Upon the addition of any property to ~~thethis~~ this Amended and Restated Villages ARD Water Franchisee Ordinance, the term of the franchise shall be thirty (30) years from the date of approval by the City of such addition by amendment hereto to incorporate such lands herein.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As to the City: City of Leesburg
Attn: Al Minner
City Manager
501 W. Meadow St.
Leesburg, FL 34749

With Copy to: ~~McLin Burnsed~~ Stone & Gerken, P.A.
Attn: ~~Fred Morrison~~ William Grant Watson, Esq.
~~1000 W. Main St.~~
~~Leesburg~~ 4850 N. Highway 19A
~~Mount Dora, FL 32757~~

As Franchisees: ~~Tri-County Sanitation, LLC~~
Attn: ~~Kelsea Morse Manly~~
~~Gibson Place~~ 3619 Kiessel Road
~~The Villages, FL 32163~~

~~South Sumter~~ Utility Company, LLC
Attn: ~~Kelsea Morse Manly~~ Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

~~Southeast Wildwood~~ Gibson Place Water Conservation
Authority, LLC

Attn: ~~Kelsea Morse Manly~~ Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Utility Company, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Water Conservation Authority, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Utility Company, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Water Conservation Authority, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

With Copy to:

~~The Villages Land~~ Gibson Place Utility Company, LLC
Attn: Brian D. Hudson, Esq. Legal Department
3619 Kiessel Road
The Villages, FL 32163

Gibson Place Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee unless legally required to be accomplished by amendment to this Ordinance.

SECTION 23. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 24. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law.

[Signature Pages Follow]

DONE AND ORDAINED this 24th day of ~~February 2020~~, 2024 by the City Commission of the City of Leesburg, Florida.

**CITY COMMISSION
CITY OF LEESBURG, FLORIDA**

Mayor

_____, James A. Burry, Jr.,

ATTEST: _____

_____, J. Andi Purvis, City Clerk

Approved as to form:

~~Fred A. Morrison~~William Grant Watson, City Attorney

WITNESSES: BY: SOUTH SUMTER GIBSON PLACE
UTILITY COMPANY, LLC, a Florida limited liability

Print Name: _____ BY: _____
TVL Company, LLC, a Florida limited liability
company:

Print Name: _____ BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____

Print Name: _____

Print Name: _____

Title: _____

Manager

WITNESSES:

~~BY: TRI-COUNTY SANITATION~~
~~PLACE WATER CONSERVATION~~
~~AUTHORITY, LLC,~~
a Florida limited liability company

Print Name: _____ BY: VDC Manager, LLC,
_____ BY: TVL Company, LLC, a
Florida limited liability company,
_____ company, its
Manager

By: _____

Print Name: _____
Print Name: _____
Title: _____ Manager

WITNESSES:

BLUE GOOSE UTILITY COMPANY, LLC,
a Delaware limited liability company

Print Name: _____ BY: VDC Manager, LLC,
_____ a Florida limited liability company,
_____ its Manager

By: _____
Print Name: _____
Print Name: _____
Title: Manager

WITNESSES: BLUE GOOSE WATER CONSERVATION
AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
Print Name: a Florida limited liability company,
its Manager

By: _____
Print Name: _____
Title: Manager

WITNESSES: OKEEHUMKEE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
Print Name: a Florida limited liability company,
its Manager

By: _____
Print Name: _____
Title: Manager

WITNESSES: OKEEHUMKEE WATER CONSERVATION
AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
Print Name: a Florida limited liability company,
its Manager

By: _____
Print Name: _____
Title: Manager

Exhibit “A”

Leesburg Property and Franchise Territory

ORDINANCE NO. 24

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 2018-2, AS AMENDED BY ORDINANCE NO. 2018-35, AND AS FURTHER AMENDED BY ORDINANCE NO. 20-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO GIBSON PLACE UTILITY COMPANY, LLC, GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE “FRANCHISEES”); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company (“VLC”) and its affiliate The Villages Development Company, LLC, a Florida limited liability company (“VDC”)(VLC and VDC are referred to herein jointly as “Owner”) each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the “City”) previously granted non-exclusive water, wastewater, irrigation, reclaimed water, and solid waste collection and disposal franchises to the following affiliates of Owner: South Sumter Utility Company, LLC (“SSU”), Southeast Wildwood Water Conservation Authority, LLC (“SEWWCA”), and Tri-County Sanitation, LLC (“Tri-County”), all pursuant to Ordinance No. 2018-2, as amended by Ordinance 2018-35, and further amended by Ordinance No. 20-14; and

WHEREAS, SSU and SEWWCA have since sold substantially all of their utility system assets to Wildwood Utility Dependent District, a dependent district of City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16 as amended by Ordinance No. 02021-44, duly adopted by the Wildwood City Commission on March 22, 2021 and August 23, 2021, respectively (“WUDD”), and in connection therewith, the City granted to WUDD a non-exclusive franchise to operate those same utility systems within certain portions of the Leesburg Property (defined below); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property, and in connection with that development, Owner's affiliates will provide services for water, wastewater, irrigation, and reclaimed water, and these affiliates have established a consistent track record of quality and efficient services; and

WHEREAS, Owner has requested that the City grant to those affiliates, and the City wishes to grant to those affiliates, non-exclusive franchises in one ordinance for easier administration and consistency in order to serve the Leesburg Property; and

WHEREAS, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City also wishes to grant a non-exclusive solid waste collection and disposal franchise to Tri-County by separate Ordinance, on or about the same date as this Ordinance.

WHEREAS, it is in the best interest of the City to provide non-exclusive franchises to Owner's affiliates, Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, all to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Water Franchisee Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve water, wastewater, irrigation, and reclaimed water utilities to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive water, wastewater, irrigation and reclaimed water service area.

(e) The City Commission has considered a request submitted by the proposed Franchisees, which are Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility

Company, LLC, and Okeehumkee Water Conservation Authority, LLC, to provide potable water, wastewater, irrigation and reclaimed water to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee(s) are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee(s) to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee(s)" shall mean Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this Amended and Restated Villages ARD Water Franchisee Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisee(s) from the sale of such services provided by that Franchisee to Customers within and

throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other nonuser fees or charges derived from the operation of the services of such Franchisee.

(g) The term “Systems” shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City’s Charter, relevant special acts, and Chapter 166, Florida Statutes.

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as “Systems”). The Franchisees shall only self-serve within the Territory unless mutually agreeable by both parties. The foregoing rights granted the Franchisees shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- 1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- 2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(b) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- 1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- 2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(c) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- 1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- 2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(d) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Gibson Place Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(e) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Blue Goose Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(f) **Franchise Granted to Okeehumkee Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Okeehumkee Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

- 1) Comprehensive General Liability bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.
- 2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.
- 3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present

any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/ or other agency and/ or entity with jurisdiction to regulate and/ or promulgate rules regarding Franchisee's operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisee's annual gross Operating Revenues, as defined in Section 3.f., taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. No Franchisee is permitted to incorporate any franchise fee into its other rates for service.

(b) The Franchisee(s) shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee(s) within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/ or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross Operating Revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should

have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission ("FPSC") to the extent regulated by FPSC, or if not governed by the FPSC, then as permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule not governed by the FPSC. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing.

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee(s); (ii) any assignment of Franchisee's (or Franchisees') franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Leesburg Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisee(s) shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee(s).

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against that Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchisee.

In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee, then Franchisee shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee by reason of the City's default of its obligations under this Ordinance, provided in no event shall Franchisees be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate that Franchisee's Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Amended and Restated Villages ARD Water Franchisee Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory. Upon the addition of any property to this Amended and Restated Villages ARD Water Franchisee Ordinance, the term of the franchise shall be thirty (30) years from the date of approval by the City of such addition by amendment hereto to incorporate such lands herein.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by

facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As to the City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow St. Leesburg, FL 34749
With Copy to:	Stone & Gerken, P.A. Attn: William Grant Watson, Esq. 4850 N. Highway 19A Mount Dora, FL 32757
As Franchisees:	Gibson Place Utility Company, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163 Gibson Place Water Conservation Authority, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163 Blue Goose Utility Company, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163 Blue Goose Water Conservation Authority, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163 Okeehumkee Utility Company, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163 Okeehumkee Water Conservation Authority, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163
With Copy to:	Gibson Place Utility Company, LLC Attn: Legal Department 3619 Kiessel Road The Villages, FL 32163 Gibson Place Water Conservation Authority, LLC Attn: Legal Department 3619 Kiessel Road The Villages, FL 32163

Blue Goose Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee unless legally required to be accomplished by amendment to this Ordinance.

SECTION 23. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 24. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law.

[Signature Pages Follow]

DONE AND ORDAINED this ____ day of _____, 2024 by the City Commission of the City of Leesburg, Florida.

**CITY COMMISSION
CITY OF LEESBURG, FLORIDA**

James A. Burry, Jr., Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

WITNESSES:

Print Name:_____

Print Name:_____

GIBSON PLACE UTILITY COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

Print Name:_____

Print Name:_____

**GIBSON PLACE WATER CONSERVATION
AUTHORITY, LLC,**
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

Print Name:_____

Print Name:_____

BLUE GOOSE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

Print Name:_____

Print Name:_____

**BLUE GOOSE WATER CONSERVATION
AUTHORITY, LLC,**
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

Print Name:_____

Print Name:_____

OKEEHUMKEE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

Print Name:_____

Print Name:_____

**OKEEHUMKEE WATER CONSERVATION
AUTHORITY, LLC,**
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

Exhibit “A”

Leesburg Property and Franchise Territory

The Villages®

Exhibit A

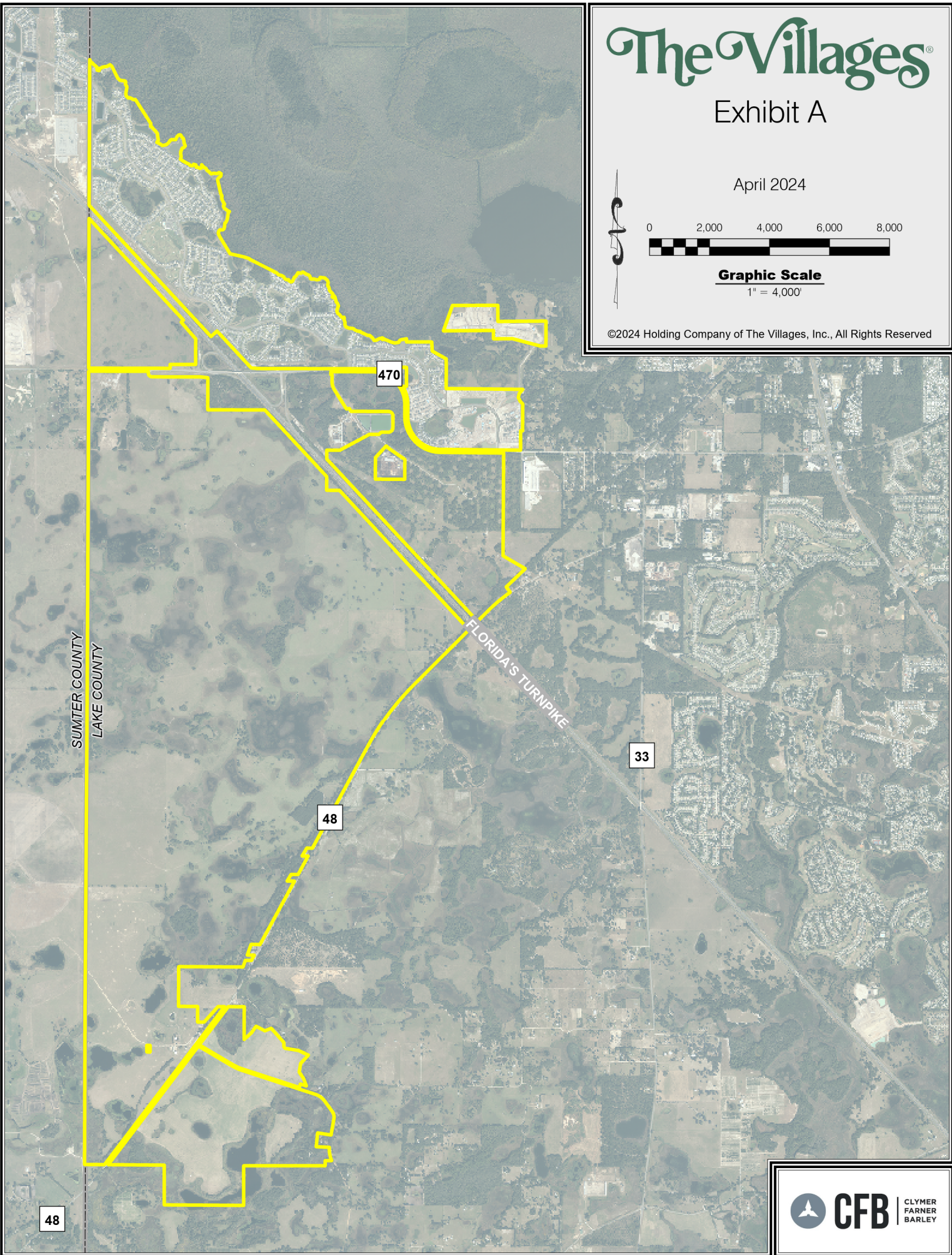
April 2024



Graphic Scale

1" = 4,000'

©2024 Holding Company of The Villages, Inc., All Rights Reserved



CFB

CLYMER
FARNER
BARLEY

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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

AND:

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

LESS

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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

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

AND:

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

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

AND:

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

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

AND:

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

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

AND:

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

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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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

AND:

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

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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

AND:

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, 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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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.

TOGETHER WITH:

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):

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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.

BEING 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. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

AND:

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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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.

AND:

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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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 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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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.

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38"

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: April 22, 2024

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, providing a short title; providing findings and intent; granting a non-exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns ("Franchisee"); a franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchise shall operate; providing for conflict and severability; and providing an effective date.

Staff Recommendation:

Conduct first reading of the ordinance and set second reading and public hearing for May 13, 2024.

Analysis:

When the City and Villages Land Development company partnered to develop the Villages of West Lake, an agreement was reached whereby certain municipal services would be provided by the Villages or subsidiaries thereof. In addition to allowing water, sewer, and reuse to be conducted by the Villages (the previous item), solid waste services were also "franshices" and Tri-County Sanitation is the provider. In simal fashion to the previous ordinance, solid waste is separated and the City will receive a 5% franchise fee on total sales. This ordinance formally adopts the agreement to the existing and new service areas of the Villages (Secret Promise). The Commission should approve this ordinance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

This is a future revenue item.

ORDINANCE NO. 24-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted a non-exclusive solid waste collection and disposal franchise to Owner's affiliate, Tri-County Sanitation, LLC ("Tri-County"), pursuant to Ordinance No. 20-14 (the "Prior Ordinance"); and

WHEREAS, the Prior Ordinance also granted non-exclusive franchises to Owner's other affiliates for water, wastewater, irrigation, and reclaimed water; and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Tri-County has provided, and will continue to provide solid waste collection and disposal services to customers within the Leesburg Property, and has established a consistent track record of quality and efficient services; and

WHEREAS, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City is, on or about the same date as this Ordinance, amending and restating the Prior Ordinance to limit it to water, wastewater, irrigation, and reclaimed water services; and

WHEREAS, Owner has requested that the City grant, and the City wishes to grant a non-exclusive franchise specifically for solid waste collection and disposal to Tri-County to serve the Leesburg Property by this separate Ordinance, all for easier administration and consistency; and

WHEREAS, it is in the best interest of the City to provide a non-exclusive franchise to Owner's affiliate, Tri-County, all to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the “Villages ARD Solid Waste Franchise Ordinance.”

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve solid waste collection and disposal services to that certain real property located in the City of Leesburg being more particularly described on Exhibit “A” attached hereto and incorporated herein (the “Leesburg Property”).

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the “Villages ARD Development”).

(d) The Leesburg Property is currently located within the City’s exclusive solid waste collection and disposal area.

(e) The City Commission has considered a request submitted by the proposed Franchisee to provide solid waste collection and disposal services to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisee are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City’s taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term “City” shall mean the City of Leesburg, Florida.

(b) The term “Curbside Recycling and Yard Waste Services” may include yard trash, clean debris, and recycling materials.

(c) The term “Customers” shall mean and include any and all organizations, firms, entities or persons who may desire or require Solid Waste Collection Services within the Franchise Territory.

(d) The term “Franchisee” shall mean Tri-County Sanitation, LLC, a Florida limited liability company, including employees, servants, partners, principals, and agents, or any entity who is assigned the franchise rights of Tri-County Sanitation, LLC, in accordance with this Ordinance.

(e) The term “Franchise” or “Franchise Agreement” shall mean this Villages ARD Solid Waste Franchise Ordinance, as passed and adopted by the City and accepted by the Franchisee.

(f) The term “Franchise Territory” shall mean the following: (i) the area of the City more particularly described in **Exhibit “A”**, attached hereto and incorporated herein, together with such other areas within the City incorporated within the community generally known as “The Villages” and “Middleton”, as described in various The Villages of Southern Oaks Development Agreements entered into between the City and Franchisee’s affiliate, The Villages Land Company, LLC, and/or The Villages Development Company, LLC, and (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City subject to this agreement. As such additional areas within the City are included within “The Villages” and “Middleton”, the City Commission and the Franchisee shall enter into an amendment to this Ordinance by amending the Franchise Territory to include the additional portion of the City brought within “The Villages” and “Middleton”.

(g) The term “Operating Revenues” shall mean all user fees collected by Franchisee from the Solid Waste Collection Services by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits or other non-user fees or charges not derived from the operation of the solid waste collection activities.

(h) The term “Solid Waste and Garbage Collection Service” may include garbage, refuse, white goods, or other discarded material, including solid or semisolid material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) The term “Solid Waste Collection Services” shall mean the Curbside Recycling and Yard Waste Services and Solid Waste and Garbage Collection Service.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City’s Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to the Franchisee the exclusive right, privilege, and franchise to operate the Solid Waste Collection Services within the Franchise Territory.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Franchise becomes final, it shall be deemed both a contract and legislative act as provided under Florida law. This Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of this Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws

of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide.

SECTION 7. INDEMNIFICATION; INSURANCE.

(a) Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Franchisee, or its subcontractor, shall procure and maintain, for the duration of this Franchise, insurance for the Solid Waste Collection Services of the types and limits specified below:

- 1) The Franchisee, or its subcontractor, shall not commence work under this Franchise Agreement until Franchisee has obtained all insurance required under and such insurance coverage has been approved by the City, nor shall the Franchisee allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall be issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.
- 2) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at the Franchisee's own expense, Workers' Compensation Insurance for all his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Franchisee shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Franchisee. In case any class of employees engaged in hazardous work under this Franchise Agreement are not protected under the Workers' Compensation Statute, the Franchisee shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.
- 3) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at its own expense, such public liability and property damage insurance, with the City being named as an additional insured, as shall protect the Franchisee and any subcontractor or sub-subcontractor performing work covered by this Franchise Agreement, from claims for property damage, which may arise from operations under this Franchise Agreement, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone

directly employed by the Franchisee, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

- i. Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an “occurrence” basis insuring the Franchisee and any other interests, including but not limited to any associated or subsidiary companies involved in the work, with limits of \$5,000,000 per occurrence and in the aggregate.
 - ii. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Franchisee or in any way connected with the work which is the subject of this Franchise Agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$2,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000.
- 4) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisee shall have the right to present any information that it deems relevant to the City Commission’s determination regarding the same.

SECTION 8. SERVICE STANDARDS. Franchisee shall maintain and operate its Solid Waste Collection Services and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee’s operations.

SECTION 9. PAYMENTS TO THE CITY.

(a) Since the City is responsible for the cost of billing, accounting, and bad debt expense on all other solid waste collection franchise agreements of the City, and the Franchisee pursuant to this Franchise Agreement shall perform all such billing, collection, accounting, and assume liability for bad debt expense, a lower Franchise rate is both fair and justifiable. In consideration for the granting of this Franchise, the Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of Franchisee’s annual gross Operating Revenues taken in and received by it for providing all aspects of Solid Waste Collection Services to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving Solid Waste Collection Services as a line item on its retail bills. The Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisee shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) The Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 10. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of this Franchise to examine, at all reasonable business hours, all of Franchisee's plans, contracts, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to Franchisee's service within the City. The City may audit the financial records of the Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, the Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 11. RATES. All rates and fees charged by Franchisee to both commercial and residential Customers of Solid Waste Collection Services prior to the Effective Date of this Franchise are hereby approved, and Franchisee may continue to charge such rates and fees. Increases to such rates and fees in accordance with the limitations contained herein shall not require further City approval.

(a) Residential Rates. Franchisee may charge to residential Customers of Solid Waste Collection Services rates and fees that consist of a Collection Fee, a Disposal Fee, and a Fuel Fee.

- 1) Collection Fee. On October 1, 2024, the Collection Fee for residential accounts shall equal \$23.00 per month. On October 1, 2025, and on every anniversary of that date throughout the term of this Franchise (each, a "Fee Adjustment Date"), the Collection Fee may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index for All Urban Consumers, Not Seasonally Adjusted, or the Employment Cost Index for Total Compensation, All Civilian Workers, Not Seasonally Adjusted, each as published by the U.S. Department of

Labor, or any combination thereof, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

- 2) Disposal Fee. Franchise may charge to residential accounts as a Disposal Fee, only the amount that Franchisee actually pays to a non-affiliated, third-party solid waste subcontractor (a “Subcontractor”) for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee’s costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee’s actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee’s and Subcontractor’s third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.
- 3) Fuel Fee. Franchise may charge to residential accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee’s costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee’s actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee’s and Subcontractor’s third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(b) Commercial Rates. Commercial customer rates shall similarly consist of a Collection Fee, a Disposal Fee, and a Fuel Fee. On October 1, 2024, the solid waste rates for commercial accounts shall be as set forth in the attached **Exhibit “B”**.

- 1) Collection Fee. On October 1, 2025, and on every Fee Adjustment Date occurring thereafter, the Collection Fee for commercial accounts may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index, Urban Wage Earners and Clerical Workers, United States, South Urban, not Seasonally Adjusted, as published by the U.S. Department of Labor, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.
- 2) Disposal Fee. Franchise may charge to commercial accounts as a Disposal Fee, only the amount that Franchisee actually pays to a Subcontractor for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee’s costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee’s actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee’s and Subcontractor’s third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.
- 3) Fuel Fee. Franchise may charge to commercial accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of

Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(c) In addition to permitted rate increases as set forth above, if performance of Solid Waste Collection Services is made unreasonably impractical, unreasonably difficult, or excessively costly as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, governmental action, pandemic or other occurrences, beyond Franchisee's and its Subcontractor's reasonable control, and Franchisee's Subcontractor passes additional costs through to Franchisee, Franchisee may further pass those increased costs along to Customers. Franchisee shall endeavor in good faith to limit any such increases to only those necessary to make Subcontractor whole, and only to the period during which such unforeseen occurrences persist.

(d) Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of Solid Waste Collection Services.

SECTION 12. TRANSFER OR ENCUMBRANCE OF FRANCHISE. Franchisee may not assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee; (ii) any assignment of Franchisee's franchise rights to the Community Development District that has been created pursuant to Section 190, Florida Statutes or a Special District created pursuant to Section 189, Florida Statutes, for the Property; and (iii) any collateral assignment of Franchisee's franchise rights to any lender as part of any financing placed on all or part of the Property, provided that any change in ownership resulting from a collateral assignment to a lender shall not become absolute until approved by the City, as evidenced by an ordinance. Franchisee shall be released from all obligations set forth in this ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee.

SECTION 13. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by Franchisee with respect to its obligations under this ordinance, the City shall provide written notice of such default to Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against Franchisee for specific performance of its obligations under this ordinance; (ii) to file an action against Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise.

SECTION 14. TERM OF FRANCHISE. This Franchise and the rights herein granted shall take effect after final passage of this ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 15 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 15 below. As additional areas are brought within the Franchise Territory, the amendment to this Franchise Agreement shall extend the term of the Franchise to thirty (30) years from the effective date of each such amendment.

SECTION 15. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 16. SEVERABILITY. Should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 17. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida.

SECTION 18. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As To City: City of Leesburg
 Attn: Al Minner
 City Manager
 501 W. Meadow Street
 Leesburg, FL 34749

With Copy to: Stone & Gerken, P.A.
 Attn: William Grant Watson, Esq.
 4850 N. Highway 19A
 Mount Dora, FL 32757

As To Franchisee: Tri-County Sanitation, LLC
 Attn: Robert L. Chandler IV
 3619 Kiessel Road
 The Villages, FL 32163

With Copy to: Tri-County Sanitation, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 19. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 20. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 21. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 22. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 23. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 14 and 15 hereinabove.

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF LEESBURG, FLORIDA**

James A. Burry, Jr., Mayor

ATTEST: _____
J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

WITNESSES:

Print Name:_____

Print Name:_____

TRI-COUNTY SANITATION, LLC,
a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory

Exhibit “B”

Solid Waste Rates for Commercial Accounts

The Villages®

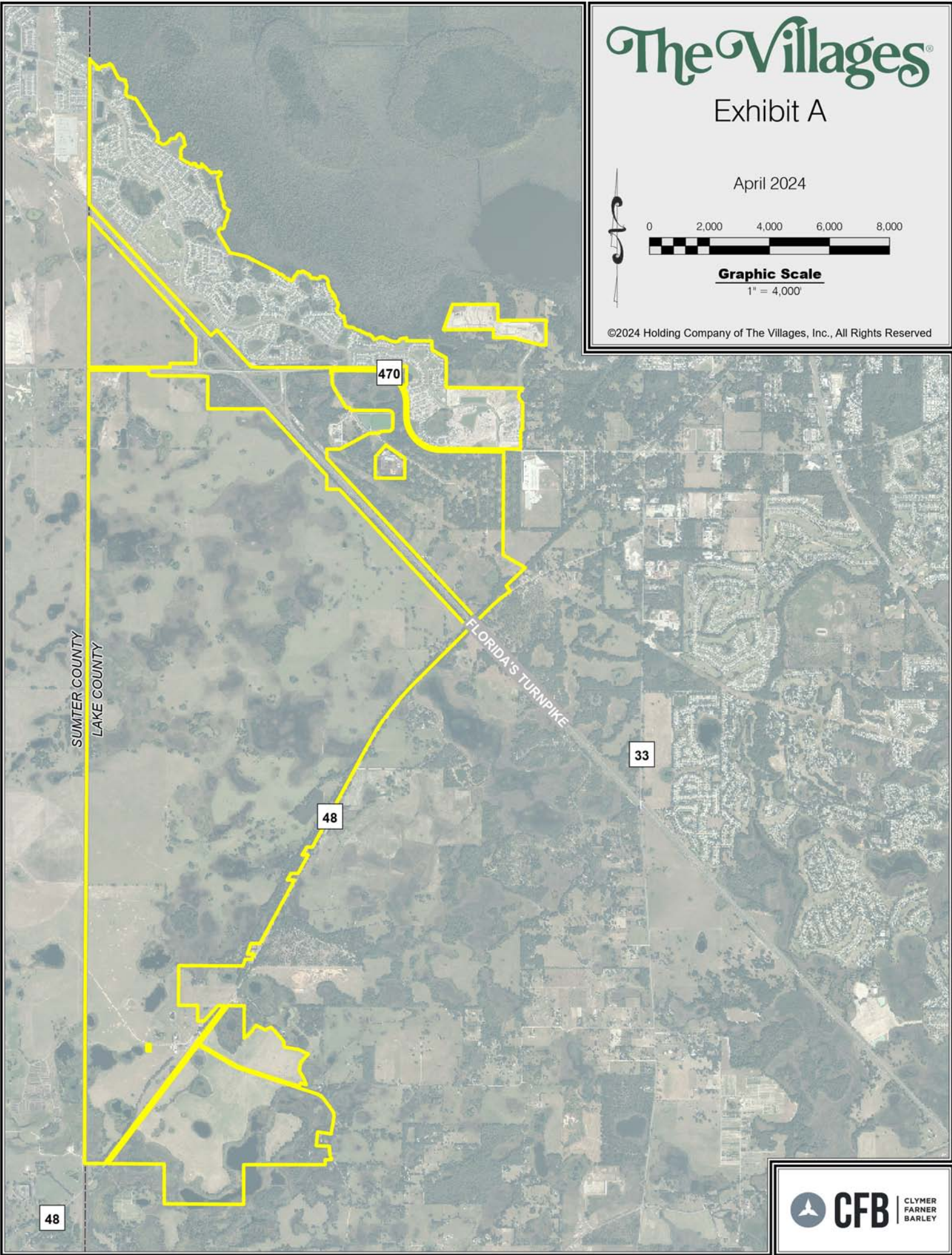
Exhibit A

April 2024



Graphic Scale
1" = 4,000'

©2024 Holding Company of The Villages, Inc., All Rights Reserved



CFB | CLYMER
FARNER
BARLEY

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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

AND:

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

LESS

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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

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

AND:

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

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

AND:

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

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

AND:

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

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

AND:

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

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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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

AND:

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

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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

AND:

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, 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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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.

TOGETHER WITH:

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):

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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.

BEING 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. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

AND:

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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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.

AND:

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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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 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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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 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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

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.

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38"

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: April 22, 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 4.72 +/- acres from Low Density Residential and Industrial to Low Density Residential, for a property generally located east of Flatwoods Road and west of South Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Southwinds Phase III SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small scale comprehensive plan amendment of the City's Future Land Use Map on 4.72 +/- acres from Low Density Residential and Industrial to Low Density Residential.

Analysis:

The project site is approximately 4.72 +/- acres and is generally located east of Flatwoods Road and west of South Street. The proposed use is multi-family; this property is a part of an existing residential development with townhomes. The requested Future Land Use Map amendment change to Low Density Residential will not create a detriment to the surrounding designations of Low Density Residential and Industrial. This request does not require a change to the existing zoning district of R-3 (High Density Residential). On March 21, 2024, the Planning Commission approved a Conditional Use Permit for this property to allow multi-family use, as required within the Low Density Residential Future Land Use designation.

The Planning Commission also held a public hearing on this request on March 21, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Low Density Residential and

Industrial to Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 4.72 +/- ACRES FROM LOW DENSITY RESIDENTIAL AND INDUSTRIAL TO LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF FLATWOODS ROAD AND WEST OF SOUTH STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SOUTHWINDS PHASE III SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 4.72 +/- acres of land generally located east of Flatwoods Road and west of South Street from Low Density Residential and Industrial to Low Density Residential, as shown on the revised map of said area, lying in Section 28, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

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

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

TRACT A OF SOUTHWINDS COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63,
PAGE 86, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



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

DATE: March 21, 2024
OWNER: Wetherbee Partners LLC
PETITIONER: Southwinds Reserve Senior Living Partners, LTD
PROJECT: Southwinds Cove Phase III
REQUEST: Small-Scale Comprehensive Plan Amendment from Low Density Residential and Industrial to Low Density Residential
CASE NO.: SSCP-24-27

THE PLANNING & ZONING DIVISION RECOMMENDS:

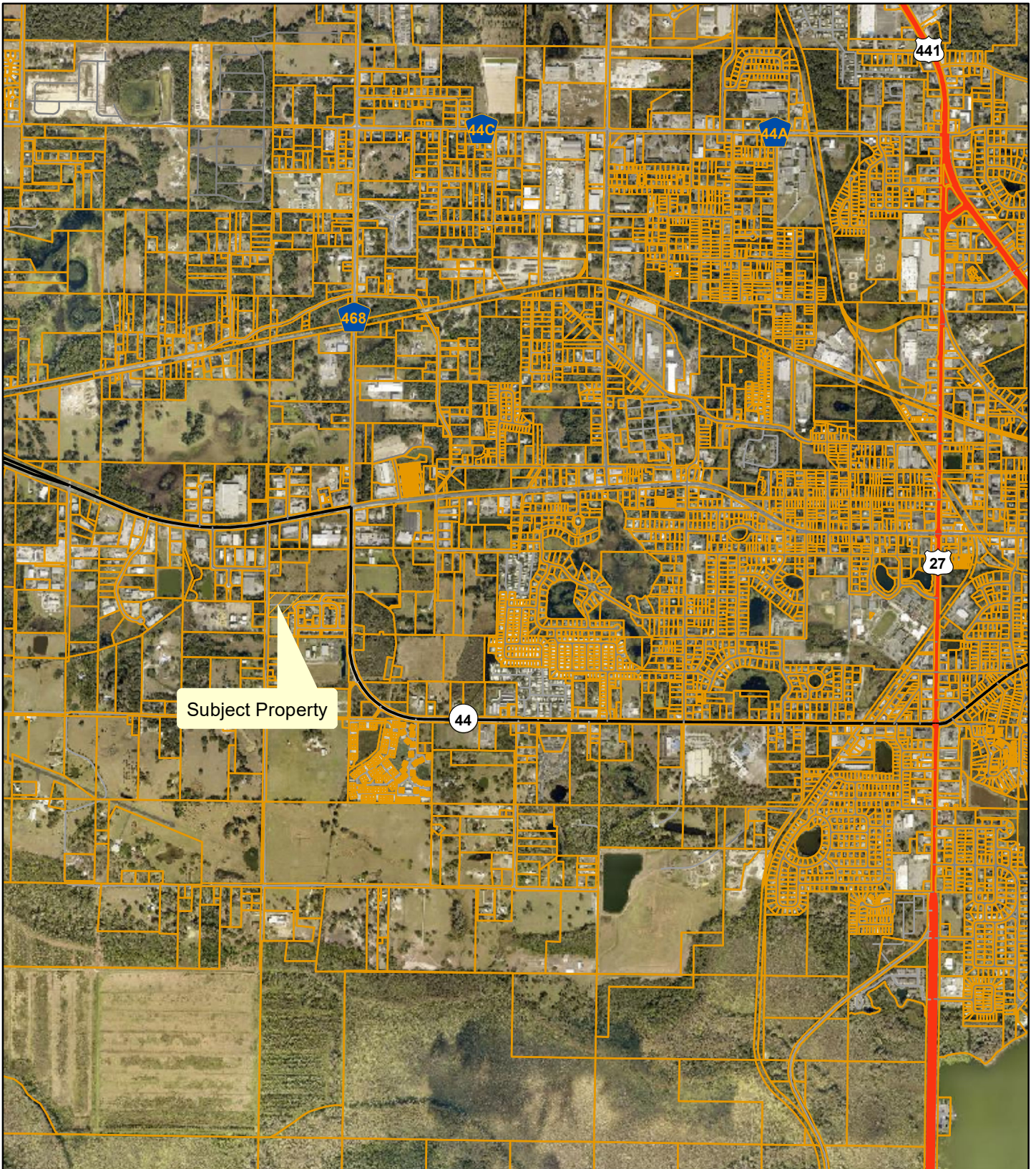
APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with adjacent properties having future land use designations of Low Density Residential and Industrial.
3. The proposed CUP (Conditional Use Permit) is compatible, as conditioned, with the current surrounding zoning districts of R-3 (High Density Residential), SPUD (Small Planned Unit Development), PUD (Planned Unit Development), and M-1 (Industrial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

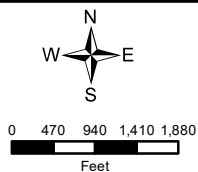
Action Requested:

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

Locator



**Planning
& Zoning
Division**

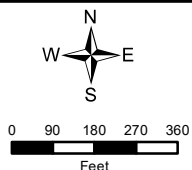


SSCP-24-27; CUP-24-28 Southwinds Phase III
400 Great Winds Drive, Leesburg, FL 34748
Alternate Key #: 3875225
Parcel #: 28-19-24-1500-00A-00000
February 1, 2024

Aerial

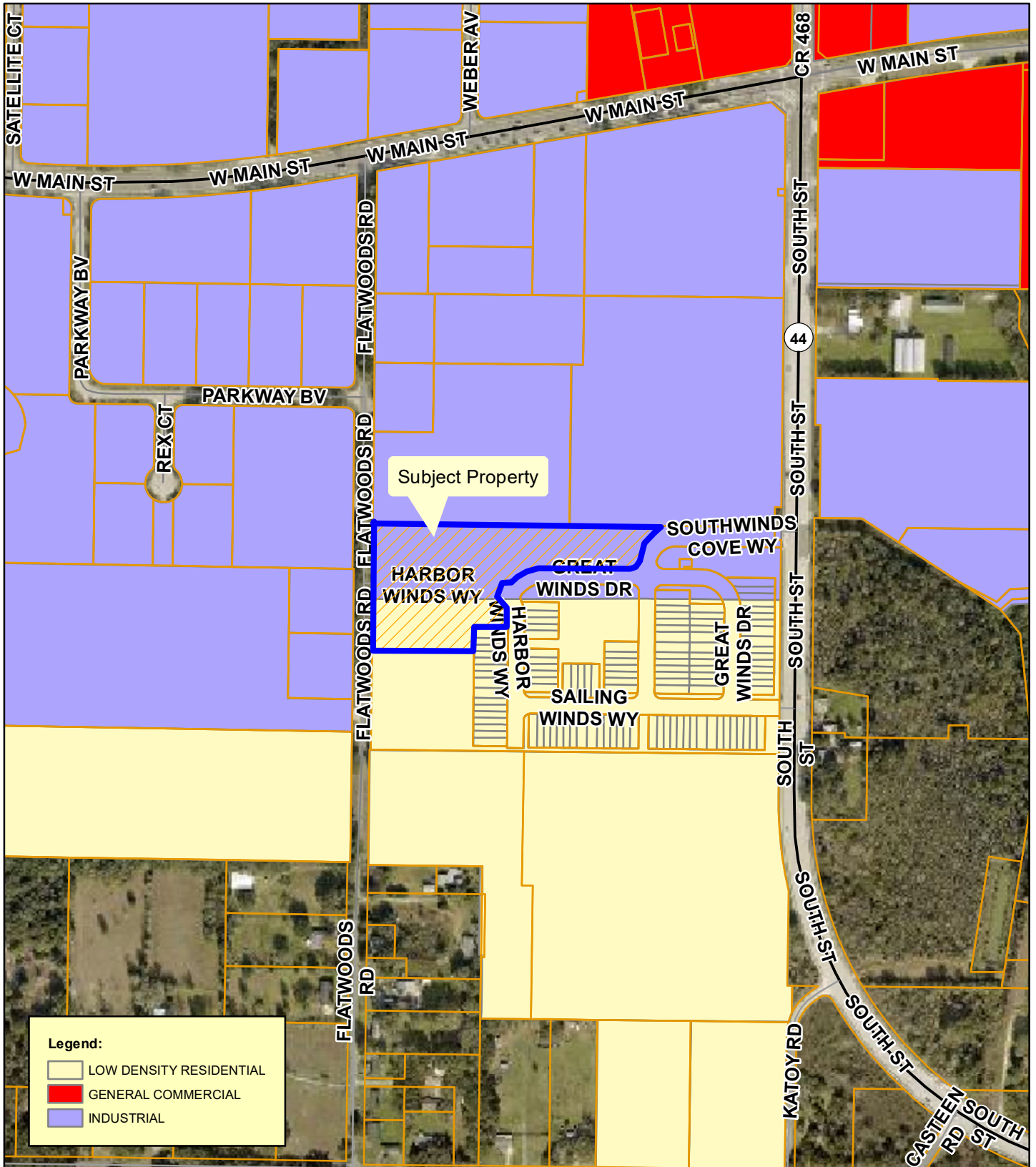


**Planning
& Zoning
Division**

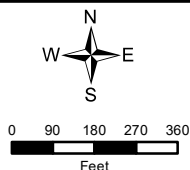


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Future Land Use



**Planning
& Zoning
Division**

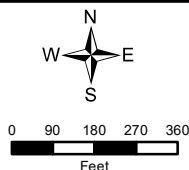


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

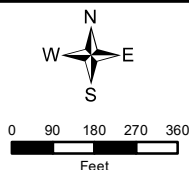


SSCP-24-27 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Surrounding Land Use

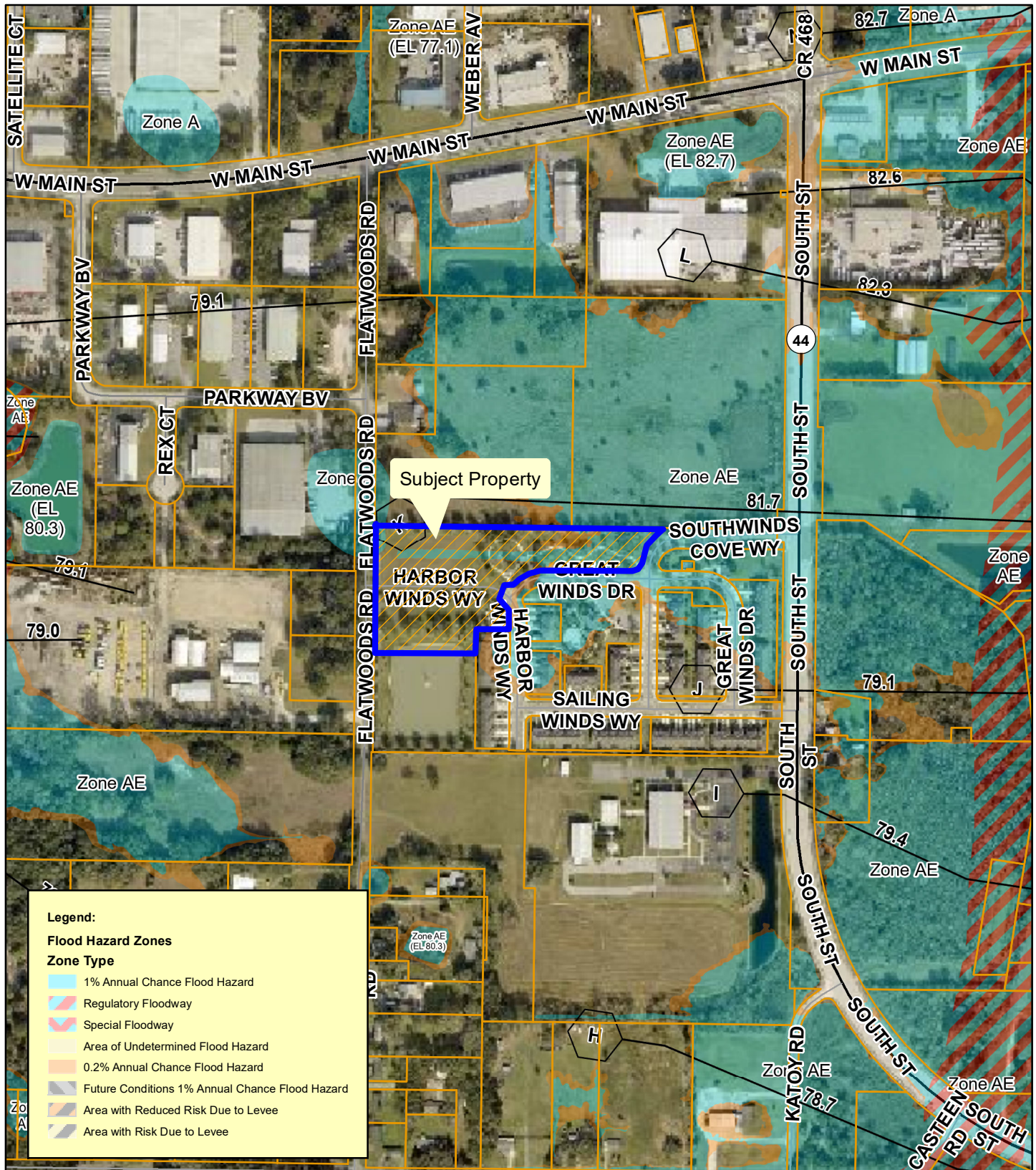


**Planning
& Zoning
Division**

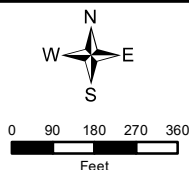


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Flood Zone



**Planning
& Zoning
Division**

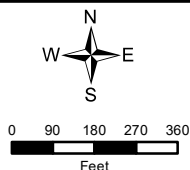


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Wetlands

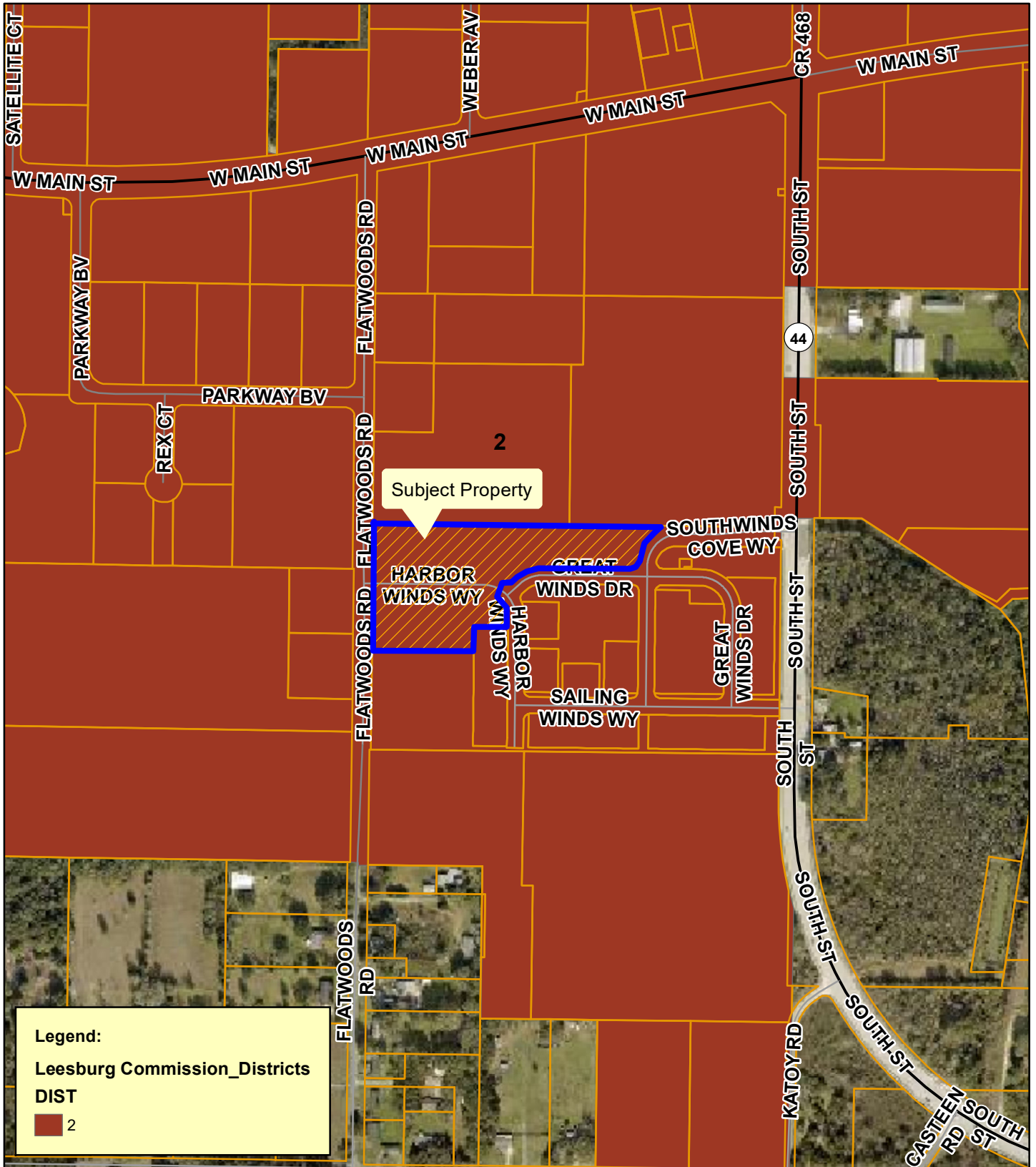


Planning & Zoning Division

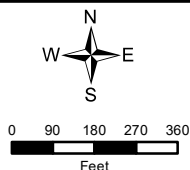


SSCP-24-27; CUP-24-28 Southwinds Phase III
400 Great Winds Drive, Leesburg, FL 34748
Alternate Key #: 3875225
Parcel #: 28-19-24-1500-00A-00000
February 1, 2024

Commission District



**Planning
& Zoning
Division**



SSCP-24-27; CUP-24-28 Southwinds Phase III
400 Great Winds Drive, Leesburg, FL 34748
Alternate Key #: 3875225
Parcel #: 28-19-24-1500-00A-00000
February 1, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: April 22, 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 10.08 +/- acres from Institutional to General Commercial, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment of the City's Future Land Use Map on 10.08 +/- acres from Institutional to General Commercial.

Analysis:

The project site is approximately 10.08 +/- acres. The property is generally located north of U.S. Highway 441 and west of College Drive. Currently, the property is undeveloped. The requested use is commercial, to include retail, restaurant, and indoor storage. The surrounding Future Land Use Map designations of General Commercial, Low Density Residential, and Public are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on March 21, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Institutional to General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 10.08 +/- ACRES FROM INSTITUTIONAL TO GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441 AND WEST OF COLLEGE DRIVE, LYING IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE COMMONS SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 10.08 +/- acres of land generally located north of US Highway 441 and west of College Drive from Institutional to General Commercial, as shown on the revised map of said area, lying in Section 15, Township 19 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

DESCRIPTION: (By this Surveyor)

A portion of lands described in Official Records Book 874, Page 2300 as recorded in the Public Records of Lake County, Florida, lying in Sections 15 and 22, Township 19 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

BEGIN at the North 1/4 corner of Section 22, Township 19 South, Range 25 East, Lake County, Florida; thence South 00°22'16" West along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 22, a distance of 691.73 feet to a point on the West line of Parcel B Road Easement as described in Official Records Book 1466, Page 1138 in the Public Records of Lake County, Florida; thence South 18°51'48" West along said West line, a distance of 245.97 feet to the Northerly Right of Way line of State Road No. 500 (U.S. Highway 441); thence North 71°09'27" West along said Northerly Right of Way line, a distance of 666.75 feet; thence departing said right of way line, North 35°02'34" East, a distance of 1250.80 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 19 South, Range 25 East; thence South 00°34'38" West along said East line, a distance of 314.94 feet to the POINT OF BEGINNING.

Containing 10.08 acres, more or less.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: March 21, 2024
OWNER: City of Leesburg
PETITIONER: Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT: Silver Lake Commons
REQUEST: Small Scale Comprehensive Plan Map Amendment from Institutional to General Commercial
CASE NO.: SSCP-24-36

THE PLANNING & ZONING DIVISION RECOMMENDS:

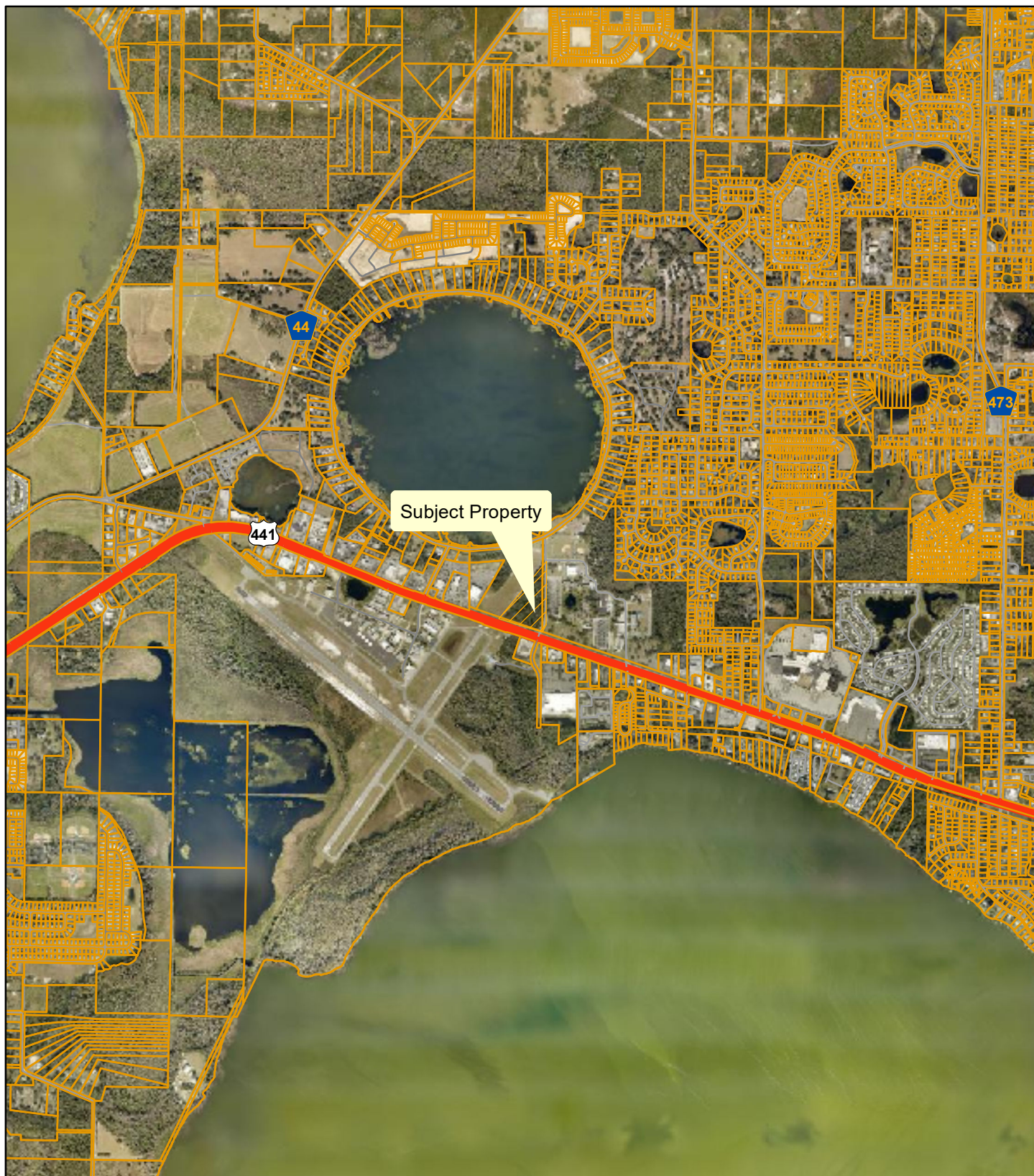
APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with adjacent properties having future land use designations of General Commercial, Low Density Residential, and Public.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of C-3 (Highway Commercial), SPUD (Small Planned Unit Development), and P (Public).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

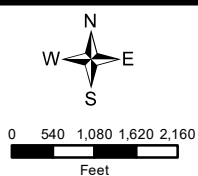
Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Institutional to General Commercial and forward this recommendation to the City Commission for consideration.

Locator



**Planning
& Zoning
Division**

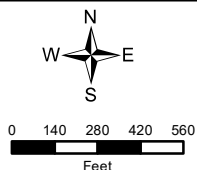


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Aerial

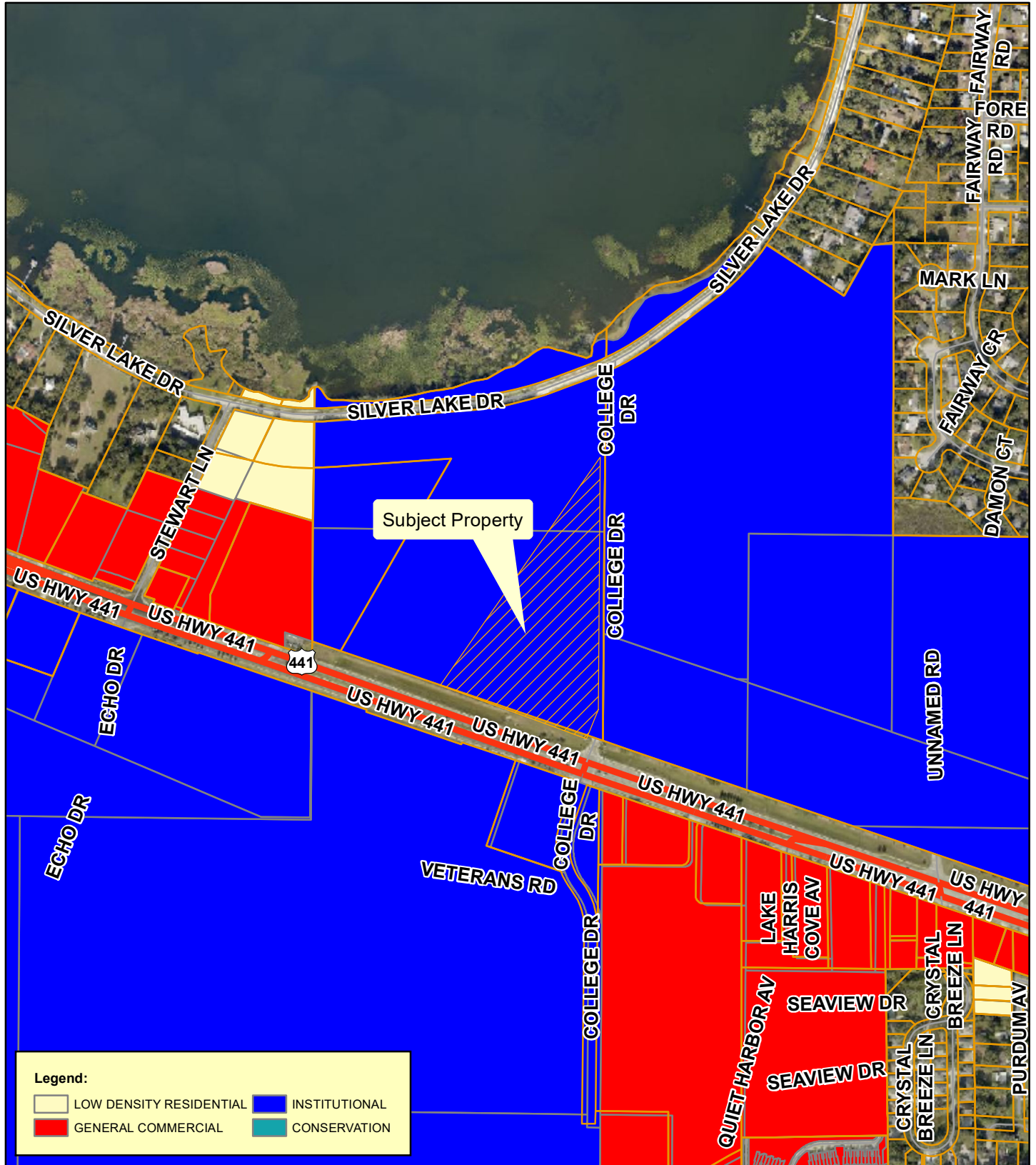


**Planning
& Zoning
Division**

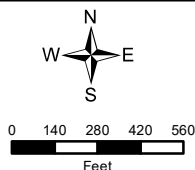


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Future Land Use



**Planning
& Zoning
Division**

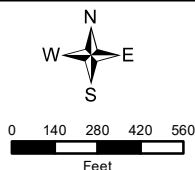


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

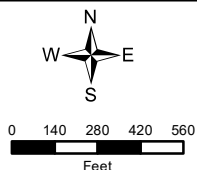


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Commission District



**Planning
& Zoning
Division**



Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: April 22, 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 10.08 +/- acres from P (Public) to PUD (Planned Unit Development) to allow for commercial uses, including restaurant, retail, and indoor storage, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from P (Public) to PUD (Planned Unit Development) to allow for commercial uses, including restaurant, retail, and indoor storage.

Analysis:

The project site is approximately 10.08 +/- acres, and is generally located north of U.S. Highway 441 and west of College Drive as shown on the attached maps. The property is undeveloped. The proposal will allow for commercial uses, including restaurant, retail, and indoor storage. The existing land uses surrounding the property are Leesburg International Airport, Lake-Sumter State College, restaurant, and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on March 21, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad

valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 10.08 +/- ACRES FROM P (PUBLIC) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL USES, INCLUDING RESTAURANT, RETAIL, AND INDOOR STORAGE, FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441 AND WEST OF COLLEGE DRIVE, LYING IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE COMMONS PUD)

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

Section 1.

Based upon the petition of BluRock Development, LLC c/o Joe Schuemann, Petitioner, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from P (Public) to PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

DESCRIPTION: (By this Surveyor)

A portion of lands described in Official Records Book 874, Page 2300 as recorded in the Public Records of Lake County, Florida, lying in Sections 15 and 22, Township 19 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

BEGIN at the North 1/4 corner of Section 22, Township 19 South, Range 25 East, Lake County, Florida; thence South 00°22'16" West along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 22, a distance of 691.73 feet to a point on the West line of Parcel B Road Easement as described in Official Records Book 1466, Page 1138 in the Public Records of Lake County, Florida; thence South 18°51'48" West along said West line, a distance of 245.97 feet to the Northerly Right of Way line of State Road No. 500 (U.S. Highway 441); thence North 71°09'27" West along said Northerly Right of Way line, a distance of 666.75 feet; thence departing said right of way line, North 35°02'34" East, a distance of 1250.80 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 19 South, Range 25 East; thence South 00°34'38" West along said East line, a distance of 314.94 feet to the POINT OF BEGINNING.

Containing 10.08 acres, more or less.

SILVER LAKE COMMONS
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
March 21, 2024

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **BluRock Development, LLC c/o Joe Schuemann, "Permittee", 3408 S. Orange Avenue, Suite B, Orlando, Florida, 32806** 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 proposed commercial uses consisting of approximately 10.08 +/- acres generally located north of US Highway 441 and west of College Drive, 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 **BluRock Development, LLC c/o Joe Schuemann, "Permittee", 3408 S. Orange Avenue, Suite B, Orlando, Florida, 32806** 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 10.08 +/- acres, shall be used for commercial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. General retail sales/services
2. Gas station with or without convenience store
3. Restaurants with or without drive-thru
4. Pharmacy uses
5. Professional Offices
6. Medical offices/clinics
7. Urgent care facilities
8. Veterinary/Pet care
9. Coffee shops
10. Day care centers
11. Houses of Worship
12. Fitness centers
13. Personal services
14. Indoor Storage

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. **DEVELOPMENT STANDARDS FOR COMMERCIAL**

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 25-feet
2. Side: 15-feet
3. Rear: 15-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

- D. Height
 - 1. Maximum building height shall not exceed four (4) stories with a maximum height of 52-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.
 - 2. This property is located in the Construction & Height Restriction zone for the Leesburg International Airport. Prior to construction of any structure, the Applicant shall comply with all Federal Aviation Administration (FAA) requirements for buildings in this zone. FAA regulations shall supersede requirements of this document.
- E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.
- F. All structure heights shall be measured from the first floor, finished floor elevation on the site.
- G. Easements:
 - 1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.
- H. Final lot sizes and setbacks may be adjusted by Staff during the site plan review process to meet the intent of this PUD (Planned Unit Development).
- I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

- A. Site Access
 - 1. Access to the site shall be provided by a minimum of one access point from the existing contiguous paved roads adjacent to the property. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation.
- B. Internal Circulation
 - 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the commercial and multi-family uses.
- C. Pedestrian Access
 - 1. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development. Pedestrian access shall include consideration of sidewalks, and recreational trails, to adjoining properties.
 - 2. Sidewalks shall be installed per City of Leesburg codes and specifications.
 - 3. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

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. All development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Commercial

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

7. **ARCHITECTURAL STANDARDS**

- A. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all commercial construction on the subject property.
- B. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.
- C. 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.
- D. 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.
- E. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- F. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD Agreement. Facades shown in **Exhibit D** shall be considered conceptual and consistent with this document.

8. **SIGNAGE**

A. Ground signs

1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

B. Alternative Designs.

1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and

requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

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

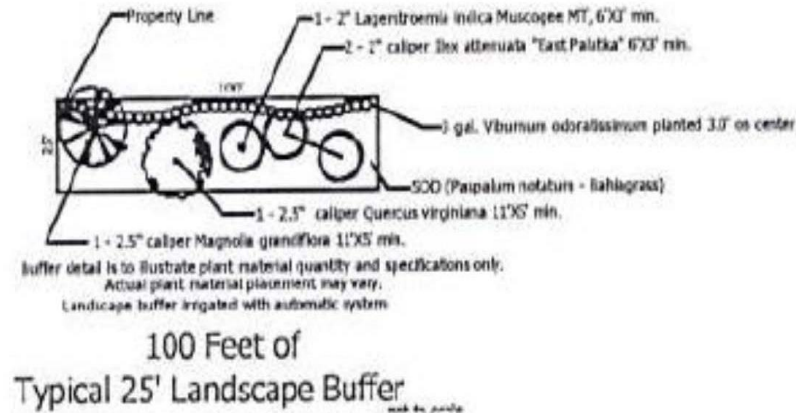
9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. Required Perimeter Landscape Buffers:
1. North – 15’
 2. South – 15’
 3. East – 15’
 4. West – 15’
- C. Landscape buffers are to consist of natural existing landscaping where possible.
- D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), attached hereto, and City of Leesburg landscape code requirements.
- E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-323, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
 2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
 4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
 5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
 7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

12. 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.

13. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County,

the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470.
2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

14. IRRIGATION & WATER USAGE

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

15. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

16. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

17. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

18. LEVELS OF SERVICE

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

impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

A. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

DESCRIPTION: (By this Surveyor)

A portion of lands described in Official Records Book 874, Page 2300 as recorded in the Public Records of Lake County, Florida, lying in Sections 15 and 22, Township 19 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

BEGIN at the North 1/4 corner of Section 22, Township 19 South, Range 25 East, Lake County, Florida; thence South 00°22'16" West along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 22, a distance of 691.73 feet to a point on the West line of Parcel B Road Easement as described in Official Records Book 1466, Page 1138 in the Public Records of Lake County, Florida; thence South 18°51'48" West along said West line, a distance of 245.97 feet to the Northerly Right of Way line of State Road No. 500 (U.S. Highway 441); thence North 71°09'27" West along said Northerly Right of Way line, a distance of 666.75 feet; thence departing said right of way line, North 35°02'34" East, a distance of 1250.80 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 19 South, Range 25 East; thence South 00°34'38" West along said East line, a distance of 314.94 feet to the POINT OF BEGINNING.

Containing 10.08 acres, more or less.

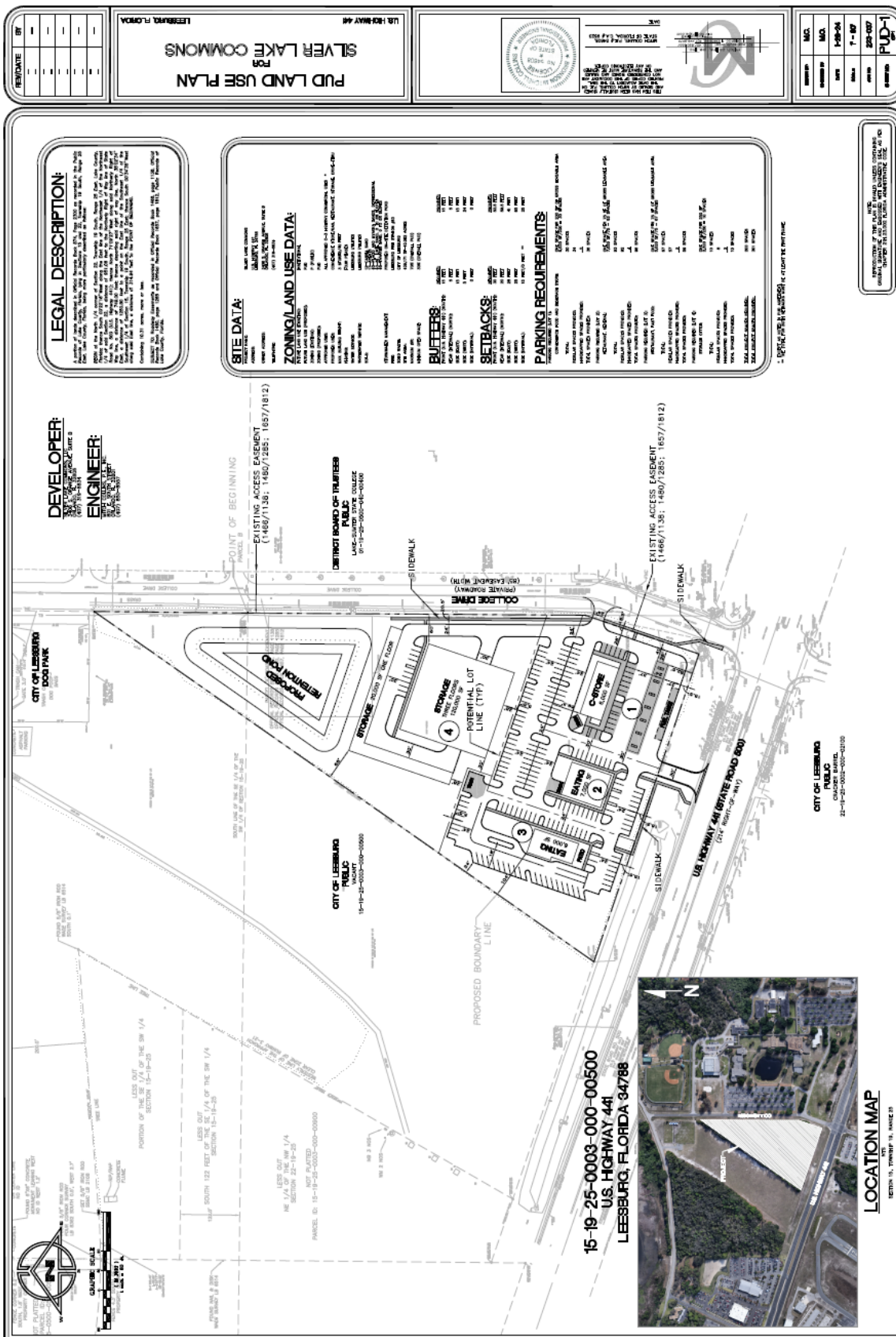


EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES

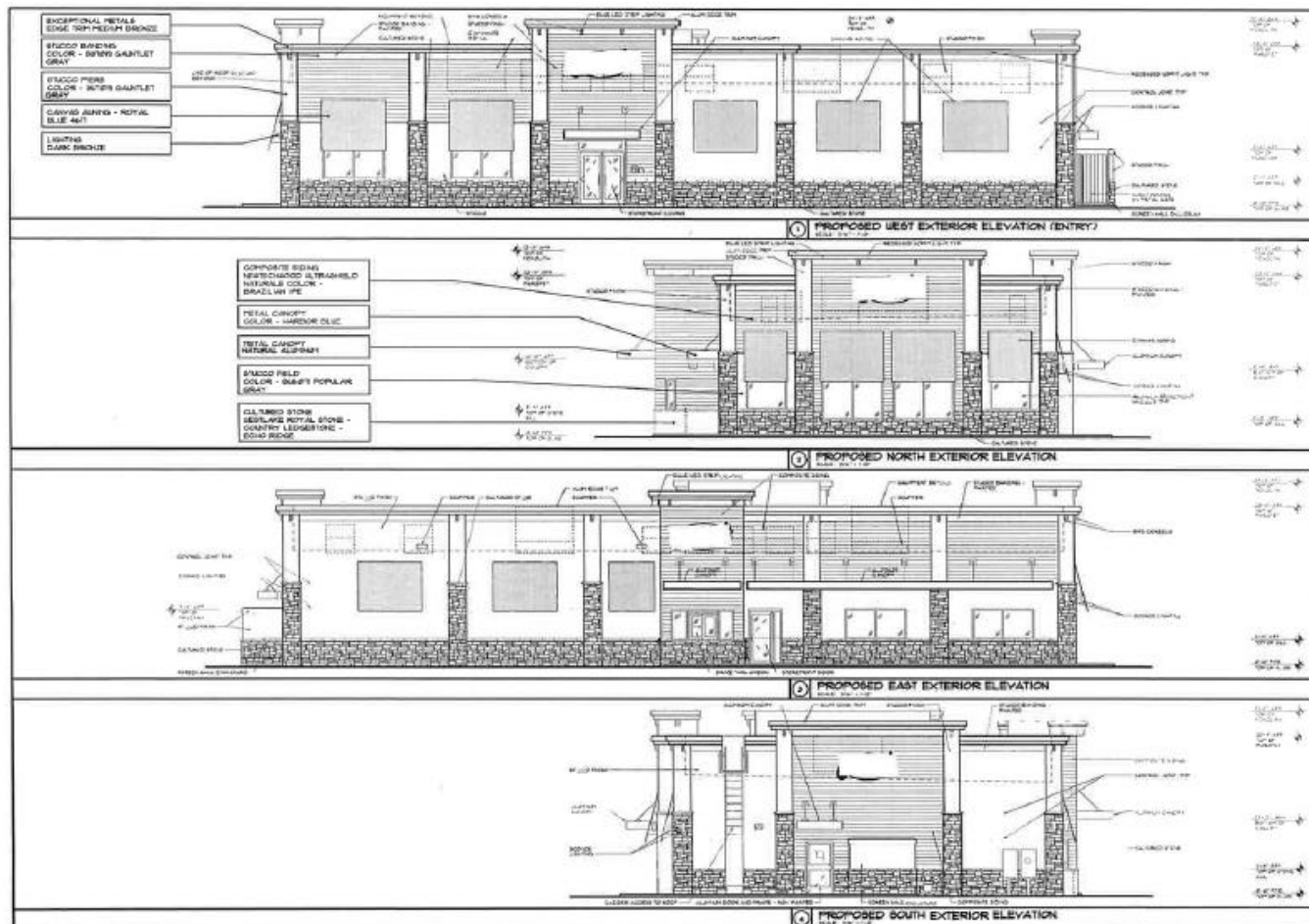
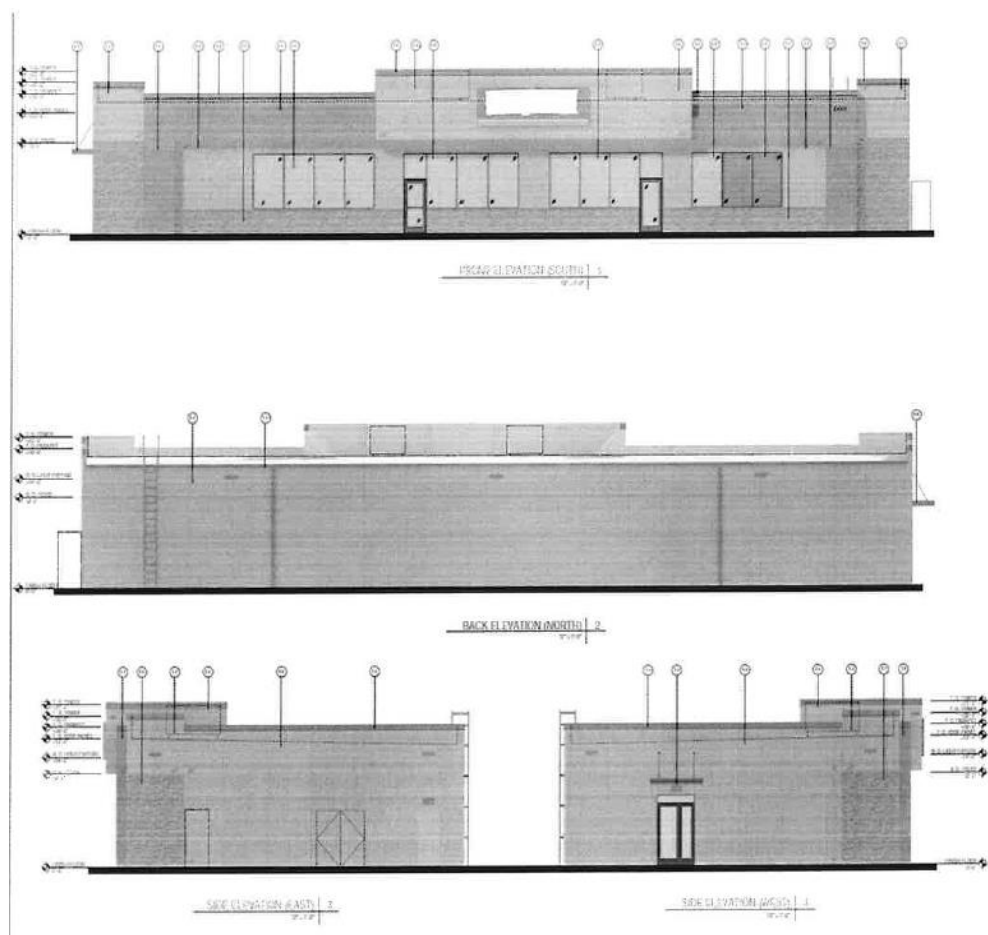


EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES

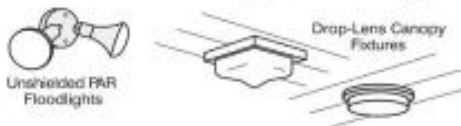
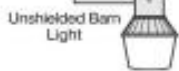
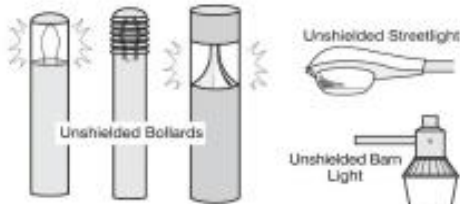
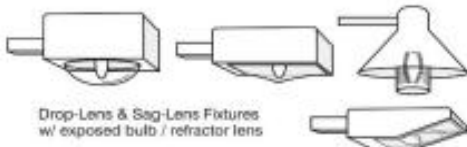


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

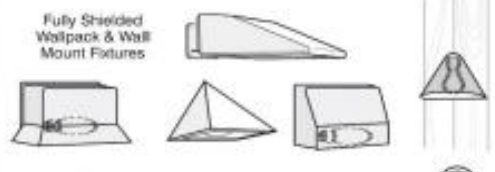
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

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



Illustrations by Bob Czeleby-2005. Rendered for the Town of Southampton, NY. Used with permission.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: March 21, 2024
OWNER: City of Leesburg
PETITIONER: Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT: Silver Lake Commons
REQUEST: Rezoning to PUD (Planned Unit Development) from P (Public)
CASE NO.: PUD-24-37

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of C-3 (Highway Commercial), SPUD (Small Planned Unit Development), and P (Public).
2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent properties having future land use designations of General Commercial, Low Density Residential, and Public.
3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from P (Public) to PUD (Planned Unit Development) and forward to the City Commission for consideration.

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

DATE: March 15, 2024
OWNER: City of Leesburg
PETITIONER: Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT: Silver Lake Commons
REQUEST: Small Scale Comprehensive Plan Amendment; Rezoning
CASE NO.: SSCP-24-36; PUD-24-37

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 3/15/2024.

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson, 3/14/2024

ELECTRIC

Electric has no objections. Steve Davis, 3/2/2024

GAS

No comment, Gas Dept. Wayne Williams, 3/1/2024

GIS

GIS has no comments. Aidan Holmes, 3/7/2024

BUILDING

No comments received as of 3/15/2024.

PUBLIC WORKS

Public Works has no issues with this request. Cliff Kelsey, 3/4/2024

ADDRESSING

No comments received as of 3/15/2024.

ECONOMIC DEVELOPMENT

No comments received as of 3/15/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter from Seth Lynch dated March 1, 2024.

LAKE COUNTY SCHOOLS

No comments for the Silver Lake Commons commercial (non-residential) uses. Helen LaValley,
3/4/2024

PUBLIC RESPONSES

Approval

No comments received as of 3/15/2024.

Disapproval

No comments received as of 3/15/2024.

Notice of Appearance filed:

No comments received as of 3/15/2024.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 3/15/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 3/15/2024.

PUBLIC COMMENTS (UNDECIDED)

No comments received as of 3/15/2024.

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

DATE: March 1, 2024
OWNER: City of Leesburg
PETITIONER: Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT: Silver Lake Commons
REQUEST: Small Scale Comprehensive Plan Amendment; Rezoning
CASE NO.: SSCP-24-36; PUD-24-37

GENERAL LOCATION: North of US Highway 441 and west of College Drive

FUTURE LAND USE DESIGNATION: Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Institutional
South – Institutional, General Commercial
East – Institutional
West – Institutional, General Commercial, Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: P (Public)

SURROUNDING ZONING DESIGNATIONS:

North – P (Public)
South – P (Public), C-3 (Highway Commercial)
East – P (Public)
West – P (Public), PUD (Planned Unit Development), SPUD (Small Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

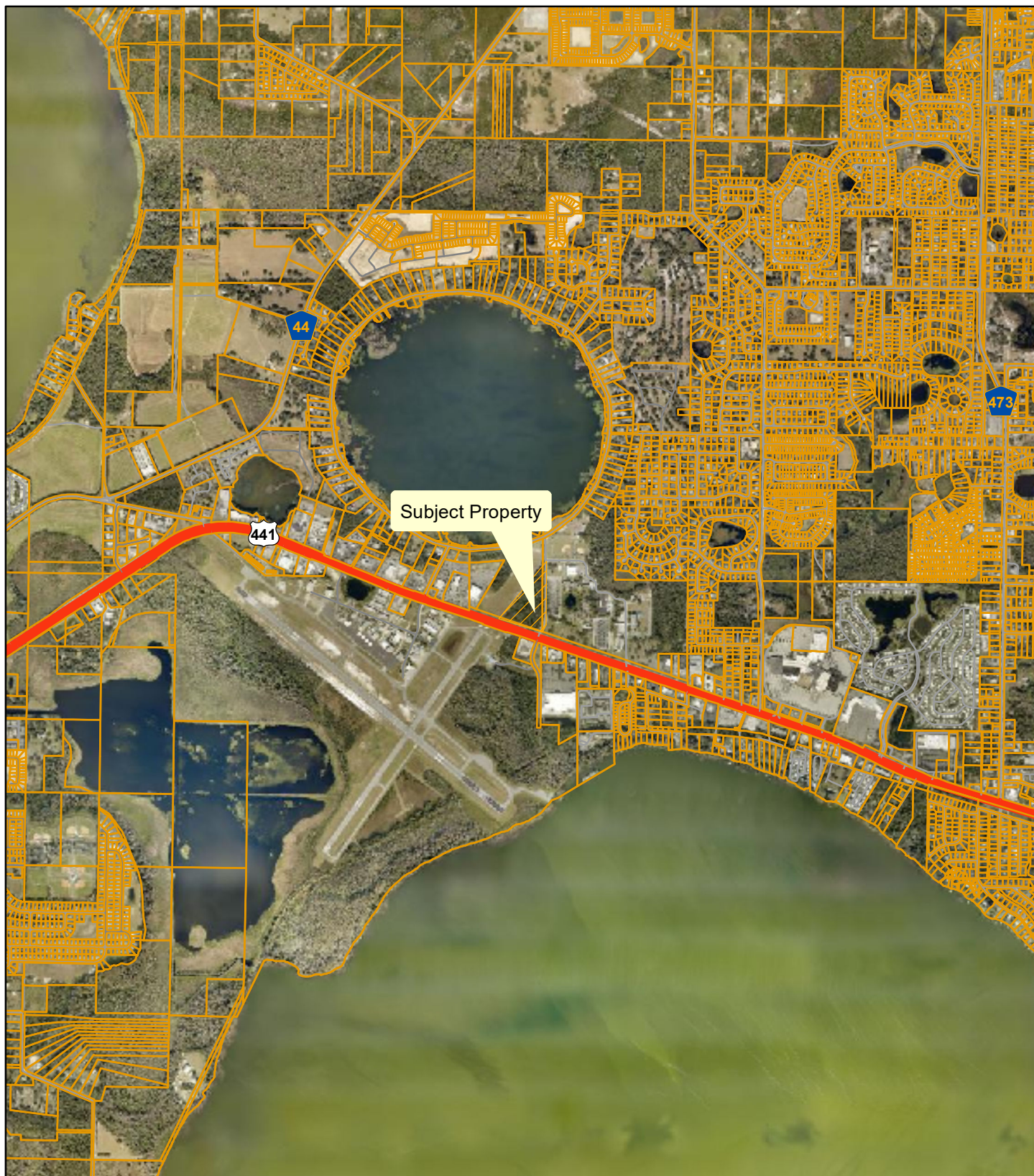
EXISTING LAND USE: Vacant

SURROUNDING EXISTING LAND USE:

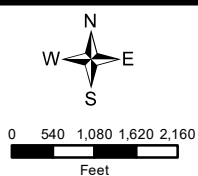
North – Vacant, Silver Lake
South – Airport, Restaurant, Commercial
East – Lake-Sumter State College
West – Commercial

PROPOSED LAND USE: Commercial uses including retail, restaurant, and indoor storage

Locator



**Planning
& Zoning
Division**

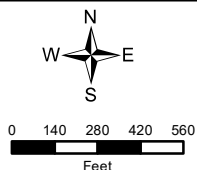


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Aerial

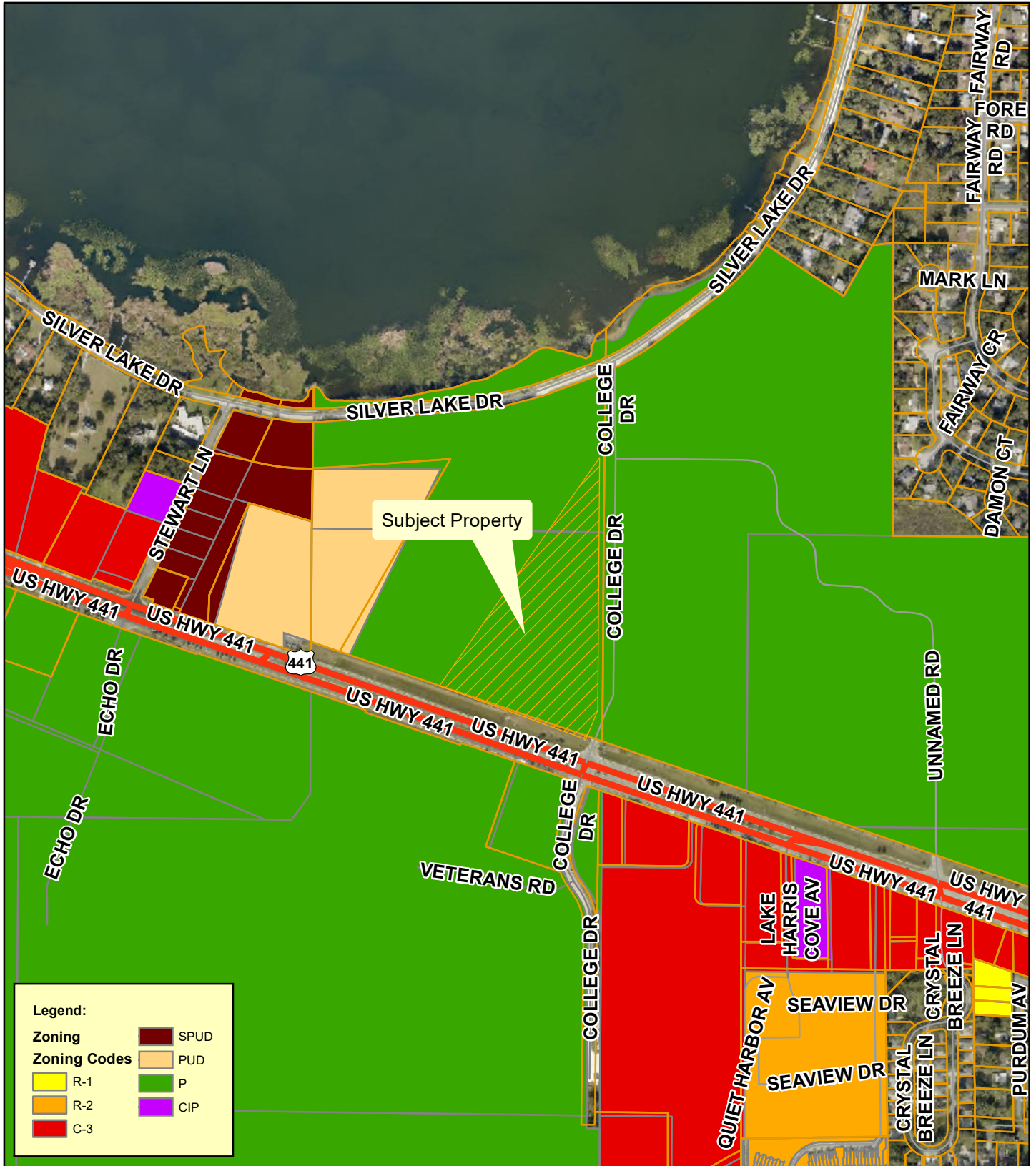


**Planning
& Zoning
Division**

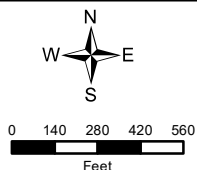


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Zoning

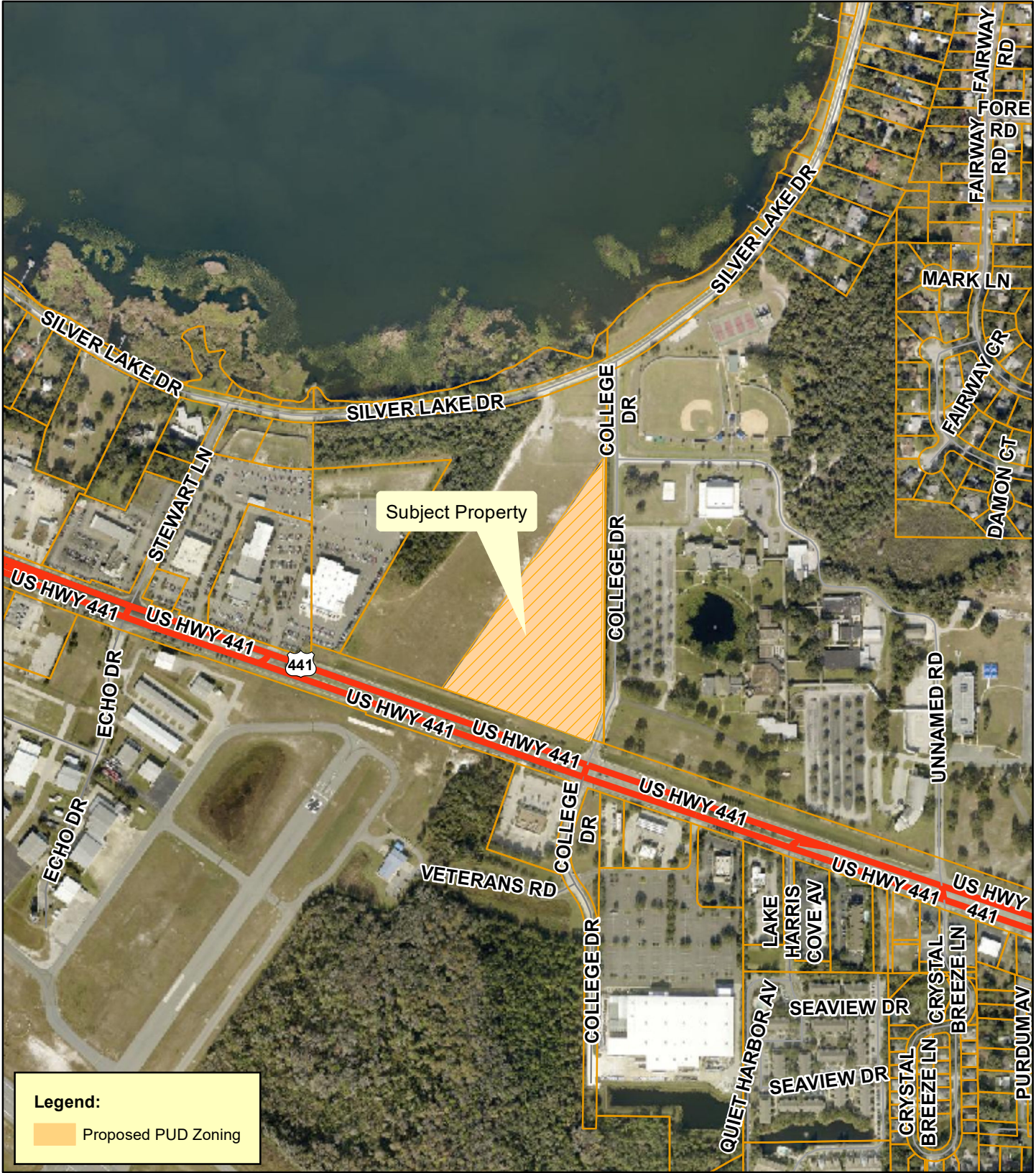


**Planning
& Zoning
Division**

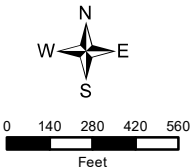


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Proposed Zoning



**Planning
& Zoning
Division**

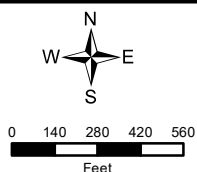


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Surrounding Property Uses



**Planning
& Zoning
Division**

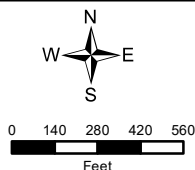


Silver Lake Commons (Airport Site)
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**

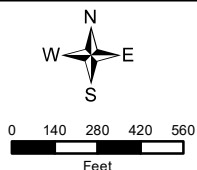


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Commission District

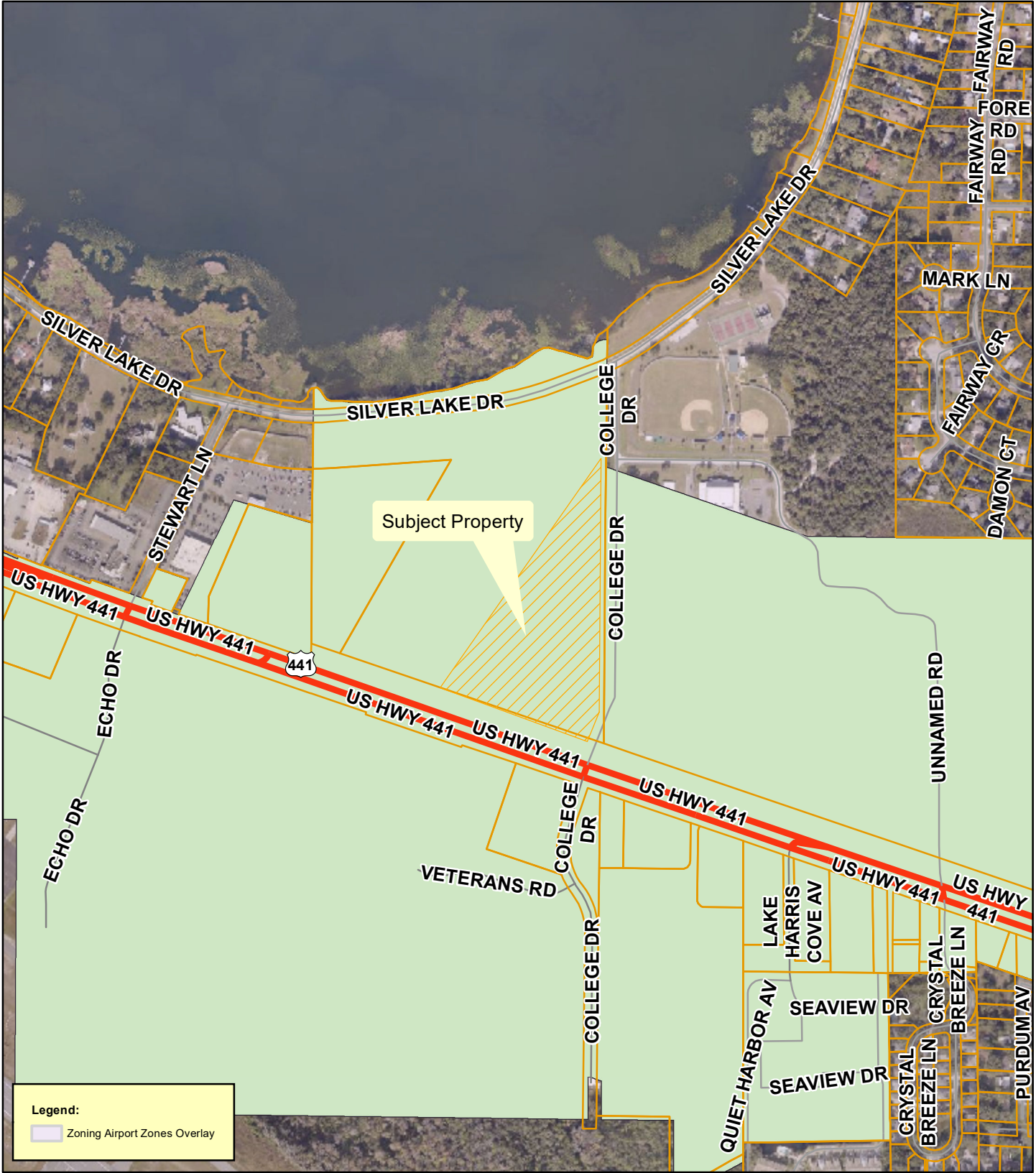


**Planning
& Zoning
Division**

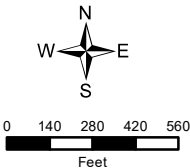


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Airport Zones Overlay



**Planning
& Zoning
Division**



Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024



Looking into the property from US Highway 441.



Looking east along US Highway 441.



Looking west US Highway 441.



Looking across US Highway 441.



Looking into the property from College Drive.



Looking north along College Drive.



Looking across College Drive.



Looking south along College Drive.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: April 22, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, vacating a 7,367 square foot portion of Park Avenue generally located between West Meadow Street and the City's Fountain Lake Bike Trail, as shown on the Official Map of the City of Leesburg, Florida, recorded in Plat Book 2, Page 19, of the Public Records of Lake County, Florida; and providing an effective date. (Beacon College)

Staff Recommendation:

Staff recommends approval of the proposal to vacate 7,367 +/- square feet of Park Avenue.

Analysis:

Beacon College has requested a vacation of 7,367 +/- square feet of Park Avenue due to an area of undeveloped, platted land bisecting property which Beacon College is planning to purchase. The right-of-way to be vacated begins at the north side of West Meadow Street and ends on the south side of the City's Fountain Lake Bike Path. This vacation will allow Beacon College to fully utilize the property to construct a new fitness and health activities center.

Procurement Analysis:

N/A

Options:

1. Approve the proposed vacation of an undeveloped portion of Park Avenue; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact as a result of vacating this portion of Park Avenue.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING A 7,367 SQUARE FOOT PORTION OF PARK AVENUE GENERALLY LOCATED BETWEEN WEST MEADOW STREET AND THE CITY'S FOUNTAIN LAKE BIKE TRAIL, AS SHOWN ON THE OFFICIAL MAP OF THE CITY OF LEESBURG, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BEACON COLLEGE)

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

SECTION I.

The City Commission of the City of Leesburg, Florida, finding that portion of roadway, depicted on Exhibit "A", generally located on Park Avenue, between West Meadow Street and the City's Fountain Lake Bike Trail, in Lake County Florida, should be vacated to allow for Beacon College to construct a fitness and health activities center; therefore, the roadway, as legally described below, is hereby vacated and relinquished, except as reserved hereafter;

A PORTION OF PARK AVENUE AS DESCRIBED IN THE PLAT OF L.B. LEE'S ADDITION TO LEESBURG, AS RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 51, L.B. LEE'S ADDITION TO LEESBURG, PLAT BOOK 2, PAGE 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 4, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5781, PAGE 1923, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE N03°18'17"E ALONG THE WEST RIGHT OF WAY LINE OF PARK AVENUE, PER SAID PLAT, A DISTANCE OF 188.51 FEET; THENCE S75°03'41"E, A DISTANCE OF 40.84 FEET TO THE EAST RIGHT OF WAY LINE OF PARK AVENUE PER SAID PLAT; THENCE S03°18'17"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 179.86 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST MEADOWS STREET; THENCE N87°16'56"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,367 SQUARE FEET OR 0.1691 ACRES MORE OR LESS.

SECTION II.

The City Commission reserves, for the use and benefit of the City of Leesburg and the public, in perpetuity, utility easements for any areas where there are utility lines (above ground or underground), now in existence on the property, as well as over, under and across the entirety of the portion of the street vacated by this Ordinance.

SECTION III.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION V.

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.

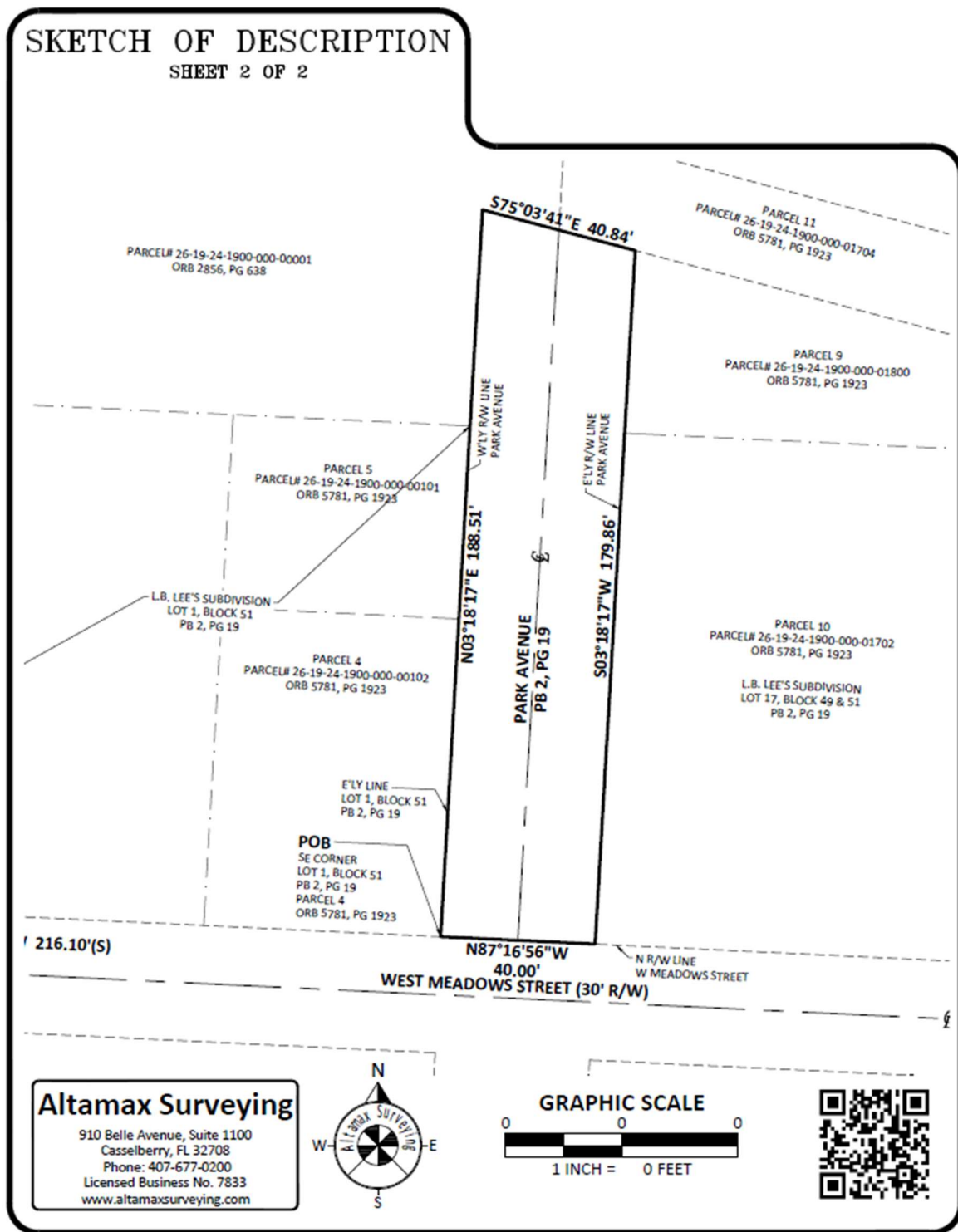
THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A – Sketch of Description for Partial Street Vacation



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: April 22, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, Request for a Chapter 163 Florida Statutes Development Agreement amendment for The Villages of West Lake Area A, to incorporate the property known as Secret Promise with other adjacent properties; to update the agreement to reflect year and remove information no longer needed; to clarify the definition of VLC (Villages Land Company) to include the affiliates of VLC; to add references to community support districts which allow non-age restricted residential uses; to incorporate and update the provisions that were contained in Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and amendments will be terminated when this Chapter 163 Florida Statutes Agreement amendment is completely and fully executed; to update the agreement to reflect the current requirements in Florida Statutes for Chapter 163 Agreements; this request does not include changes to population density, building height or intensity; for a property generally located north and south of the Florida Turnpike, west of County Road 48, and east of the Sumter County line, as legally described in Sections 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, and 32, Township 20 south, Range 24 east, Lake County, Florida; and providing an effective date. (VOWL Chapter 163 Agreement Amendment Area A)

Staff Recommendation:

Staff recommends approval of the proposed revision to The Villages of West Lake Area A Development Agreement per Chapter 163 Florida Statutes, and the exhibits attached hereto for the property owned by Villages Land Company, LLC.

Analysis:

Chapter 163.3220-163.3243, Florida Statutes, is known as the Florida Local Government Development Act. This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long-term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer, as well as the general public.

Both the City of Leesburg and the Villages Land Company, LLC, by amending this agreement, incur

specific obligations regarding development rights, land uses, density, and intensity of development, along with the infrastructure agreements to include potable water and sanitary sewer services plus water utility service and building design criteria. A periodic review of the Agreement is required to ensure demonstration of good faith compliance with the terms. Included in the document are terms of amendment and revocation as well as a revised legal description for Area A which will now include the property formerly known as the Secret Promise DRI and additional property. Utility franchises, which are also subject to the agreement, will be added and reviewed by City Commission on an individual basis.

Procurement Analysis:

N/A

Options:

1. Approve the proposed revised Area A Development Agreement with the Villages Land Company, LLC, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this revised development agreement will not create an immediate fiscal impact on the City of Leesburg. Continued development of the property under this agreement will significantly enhance the revenue stream of the City via additional ad valorem tax revenue, utility fees, and charges for service.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REQUEST FOR A CHAPTER 163 FLORIDA STATUTES DEVELOPMENT AGREEMENT AMENDMENT FOR THE VILLAGES OF WEST LAKE AREA A, TO INCORPORATE THE PROPERTY KNOWN AS SECRET PROMISE WITH OTHER ADJACENT PROPERTIES; TO UPDATE THE AGREEMENT TO REFLECT YEAR AND REMOVE INFORMATION NO LONGER NEEDED; TO CLARIFY THE DEFINITION OF VLC (VILLAGES LAND COMPANY) TO INCLUDE THE AFFILIATES OF VLC; TO ADD REFERENCES TO COMMUNITY SUPPORT DISTRICTS WHICH ALLOW NON-AGE RESTRICTED RESIDENTIAL USES; TO INCORPORATE AND UPDATE THE PROVISIONS THAT WERE CONTAINED IN CHAPTER 163 PUBLIC FACILITIES AGREEMENT BETWEEN THE VILLAGES AND THE CITY. THE PUBLIC FACILITIES AGREEMENT AND AMENDMENTS WILL BE TERMINATED WHEN THIS CHAPTER 163 FLORIDA STATUTES AGREEMENT AMENDMENT IS COMPLETELY AND FULLY EXECUTED; TO UPDATE THE AGREEMENT TO REFLECT THE CURRENT REQUIREMENTS IN FLORIDA STATUTES FOR CHAPTER 163 AGREEMENTS; THIS REQUEST DOES NOT INCLUDE CHANGES TO POPULATION DENSITY, BUILDING HEIGHT OR INTENSITY; FOR A PROPERTY GENERALLY LOCATED NORTH AND SOUTH OF THE FLORIDA TURNPIKE, WEST OF COUNTY ROAD 48, AND EAST OF THE SUMTER COUNTY LINE, AS LEGALLY DESCRIBED IN SECTIONS 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL CHAPTER 163 AGREEMENT AMENDMENT AREA A)

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

Section 1.

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

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

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

THE VILLAGES OF WEST LAKE AREA A CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 202~~4~~³, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC” and sometimes as “Developer”, or “Master Developer” as hereafter described including its affiliates), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred to as “City” or “Leesburg”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

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

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

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

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

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

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

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

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in ~~the~~ The Villages communities; and

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

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

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

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, ~~and~~ February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

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

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

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

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

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

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

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

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

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

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

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

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

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

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

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

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

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

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

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

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

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

TABLE 1: AREA A PROJECT ENTITLEMENTS

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

(B) Entitlements and Conversion Matrix.

1) The Area A Project Entitlements are shown in TABLE 1.

2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in EXHIBIT 2 and a process described by this Agreement.

3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) ~~The~~ VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area A to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

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

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in EXHIBIT 4, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use

Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

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

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

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

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

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

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

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

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

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

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

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

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

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

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

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

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, EXHIBIT 4 attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and

the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Potable Water and Sanitary Sewer Service

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

~~(C)——Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.~~

~~1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.~~

~~2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50~~

MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see EXHIBIT 7) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

a. Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

b. Maximum Month Flow to VLC (MAFD) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2. In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

(a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

(b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

- 1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

- 1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns (“VCCDD”) through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

- 1) In lieu of the requirements of Chapter 11, Article II of the City’s Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be “single stream” recycling and plastic bags rather than containers.

- (F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC") three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars (\$9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District (“CDD”) Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(KL) Public School Impacts

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

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply

to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

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

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

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

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

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

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

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

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

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

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

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

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

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

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

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

cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

For the City:

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

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

For the Master Developer:

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

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

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 202~~43~~ and _____, 202~~43~~.

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

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

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

(Witness Signature)

By: TVL Company, LLC, its Manager

(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

(Witness Signature)

Date: _____

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____,
202~~4~~² by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC,
Manager of The Villages Land Company, LLC, who is personally known to me.

Notary Public

Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

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

ATTEST:

Date

ANDI PURVIS, CLERK

Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
<u>Exhibit 7</u>	<u>Facility Location Map</u>
<u>Exhibit 8</u>	<u>Reclaimed Water Operational Control Strategy</u>
<u>Exhibit 9</u>	<u>Franchise Agreement Form Detail</u>
<u>Exhibit 10</u>	<u>Building Permitting and Inspection Service Delivery Agreement</u>
<u>Exhibit 11</u>	<u>Development Permitting</u>

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

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

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

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

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

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

~~b-c.~~ COMMUNITY SUPPORT DISTRICT

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND
INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

**THE VILLAGES OF WEST LAKE AREA A
CHAPTER 163 DEVELOPMENT AGREEMENT**

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2024, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC” and sometimes as “Developer”, or “Master Developer” as hereafter described including its affiliates), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as “City” or “Leesburg”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

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

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

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

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

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

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

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

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

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

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

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 Agreements are no longer in effect; and

WHEREAS, VLC, or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

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

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

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

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

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

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

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

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

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

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

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

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

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

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

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

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

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

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

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

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

TABLE 1: AREA A PROJECT ENTITLEMENTS

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

(B) Entitlements and Conversion Matrix.

- 1) The Area A Project Entitlements are shown in **TABLE 1**.
- 2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.
- 3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.
- 4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to,

use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area A to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

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

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

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

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

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

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

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

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

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

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

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

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by FDOT for The Villages. These analysis showed a high community capture rate, given the mixed use nature of

the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

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

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

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

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

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

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without

diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

- a. Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

- b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

- c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2. In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).
3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the

Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

- (a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:

- i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

- ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

- (b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.
5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns (“VCCDD”) through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City’s Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be “single stream” recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the

Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC") three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars (\$9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached EXHIBIT 9, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District (“CDD”) Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K) Public School Impacts

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

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

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

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

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

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

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

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

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

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

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

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

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

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

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

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

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

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

For the City:

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

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

For the Master Developer:

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

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

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on _____, 2024 and _____, 2024.

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

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

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

(Witness Signature)

By: TVL Company, LLC, its Manager

(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

(Witness Signature)

Date: _____

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024
by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager
of The Villages Land Company, LLC, who is personally known to me.

Notary Public

Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By: _____
MAYOR

ATTEST:

Date

ANDI PURVIS, CLERK

Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND
INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

Holtzman Vogel

HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

March 12, 2024

Dan Miller, Director
Planning and Zoning Department
City of Leesburg
204 North 5th Street
Leesburg, Florida 34748

Re: Submission of Amendments to The Villages of West Lake Chapter 163 Agreements
for Areas A and B

Dear Dan:

I am writing this letter on behalf of our client, The Villages Land Company, LLC (VLC), in order to submit amendments to the approved Chapter 163 development agreements for The Villages of West Lake Areas A and B between our client and the City of Leesburg. The proposed amendments are mostly to reflect the Secret Promise comprehensive plan amendment and to incorporate the provisions of the existing Public Facilities Chapter 163 Agreement between the City and the Villages into the West Lake Agreements. The amendments also address the latest statutory requirements for 163 Agreements and the current requirements of the Project. Below is a detailed summary of the amendments we are proposing:

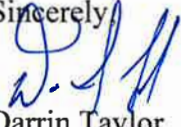
1. Incorporate the Secret Promise property along with other adjacent properties (Area A only).
2. Update agreement to reflect year and remove information no longer needed etc.
3. Clarify that the definition of VLC includes the affiliates of VLC.
4. Add references to community support districts, which are not new and allow non-age restricted residential.
5. Incorporate and update the provisions that were contained in the Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and the amendments will be terminated when this 163 Agreement amendment is executed. The majority of the changes are included in pages 8 through 17 of the proposed Agreement.
6. Update the agreement to reflect the current requirements in Florida Statutes for 163 Agreements.

Enclosed is a clean version as well as a strike through edit version of the Agreements and revised Exhibits so you can easily review all changes.

Florida Statutes requires two public hearings in order to enter into a 163 Agreement. We are requesting that this proposed Agreement be heard by the City of Leesburg at the following hearing dates:

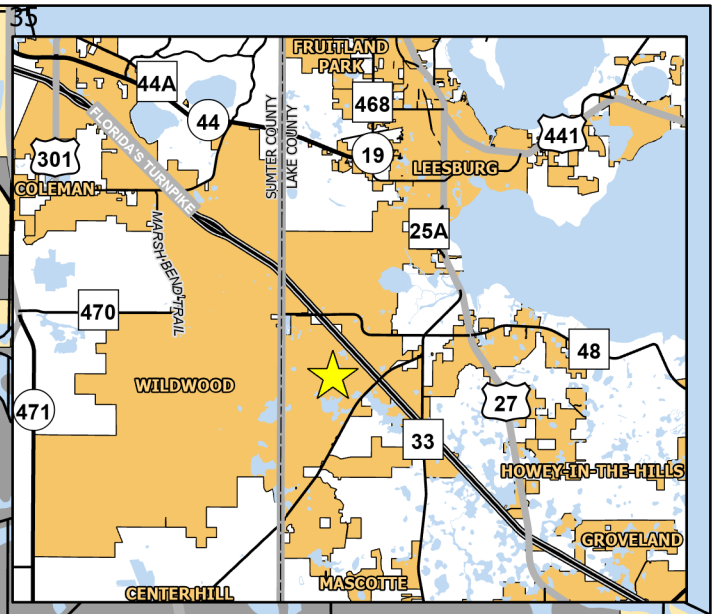
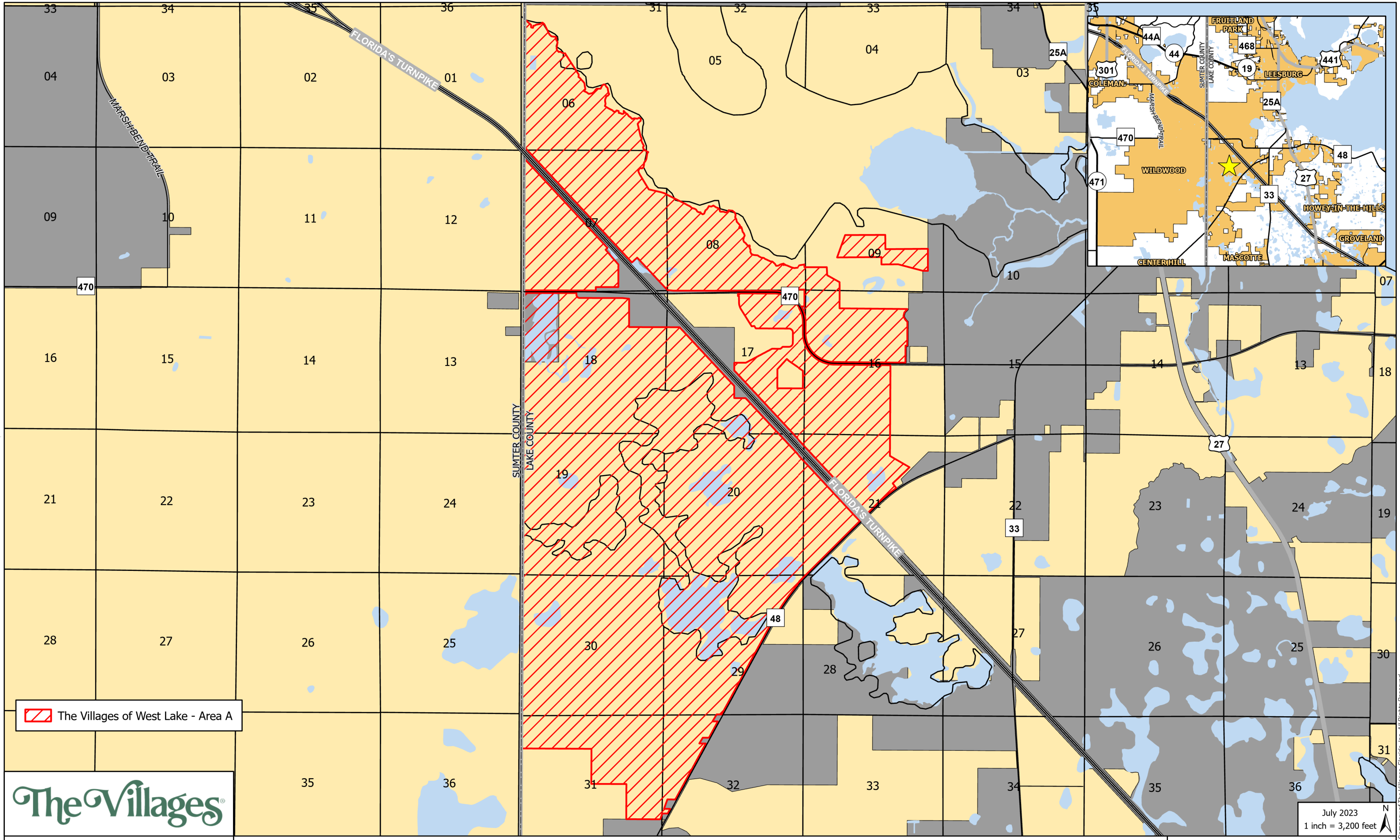
- City Commission (1st Public Hearing) – April 22, 2024
- City Commission (Adoption Hearing) – May 13, 2024

We would be happy to sit down with you and your team to further discuss the proposed Agreements at your convenience. If you need any additional information, please let us know.

Sincerely,

Darrin Taylor

cc: Martin L. Dzuro, The Villages Land Company, LLC

Document Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\01 VOWL\006 VOWL 6TH AMENDMENT\04 CHAPTER 163\03 APRX\CH 163.aprx



 The Villages of West Lake - Area A



 Section Boundary  City Limit  Water

Location Map

**The Villages of West Lake
Chapter 163**

July 2023
1 inch = 3,200 feet

©2023 Holding Company of The Villages, Florida, Inc. All Rights Reserved.

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL A):

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

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET;

EXHIBIT "1" SHEET 3 OF 67

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

THE VILLAGES OF WEST LAKE
CHAPTER 163 AGREEMENT – SIXTH AMENDMENT
AREA “A” 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL B):

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

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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL C):

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

LESS

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

LESS

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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA “A” 5,594.0 ACRES+/-

THE POINT OF BEGINNING; THENCE N00°57'22” WEST 350.00 FEET; THENCE N89°02'38” EAST 750.00 FEET; THENCE S00°57'22” EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38” WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL D):

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

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

THE VILLAGES OF WEST LAKE
CHAPTER 163 AGREEMENT – SIXTH AMENDMENT
AREA “A” 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL E)

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

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

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

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

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

THE VILLAGES OF WEST LAKE
CHAPTER 163 AGREEMENT – SIXTH AMENDMENT
AREA “A” 5,594.0 ACRES+/-

SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL G):

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

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

LEGAL DESCRIPTION (PARCEL H):

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

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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

EXHIBIT "1" SHEET 12 OF 67

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL D):

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,

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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, 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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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 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.

LEGAL DESCRIPTION (PARCEL J):

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 PARCEL J 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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION (PARCEL K):

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 VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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 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

EXHIBIT "1" SHEET 17 OF 67

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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 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.

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL L):

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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA “A” 5,594.0 ACRES+/-

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 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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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 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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

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 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

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA “A” 5,594.0 ACRES+/-

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.

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

KEY MAP-AREA "A"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

EXHIBIT "1" SHEET 24 OF 67

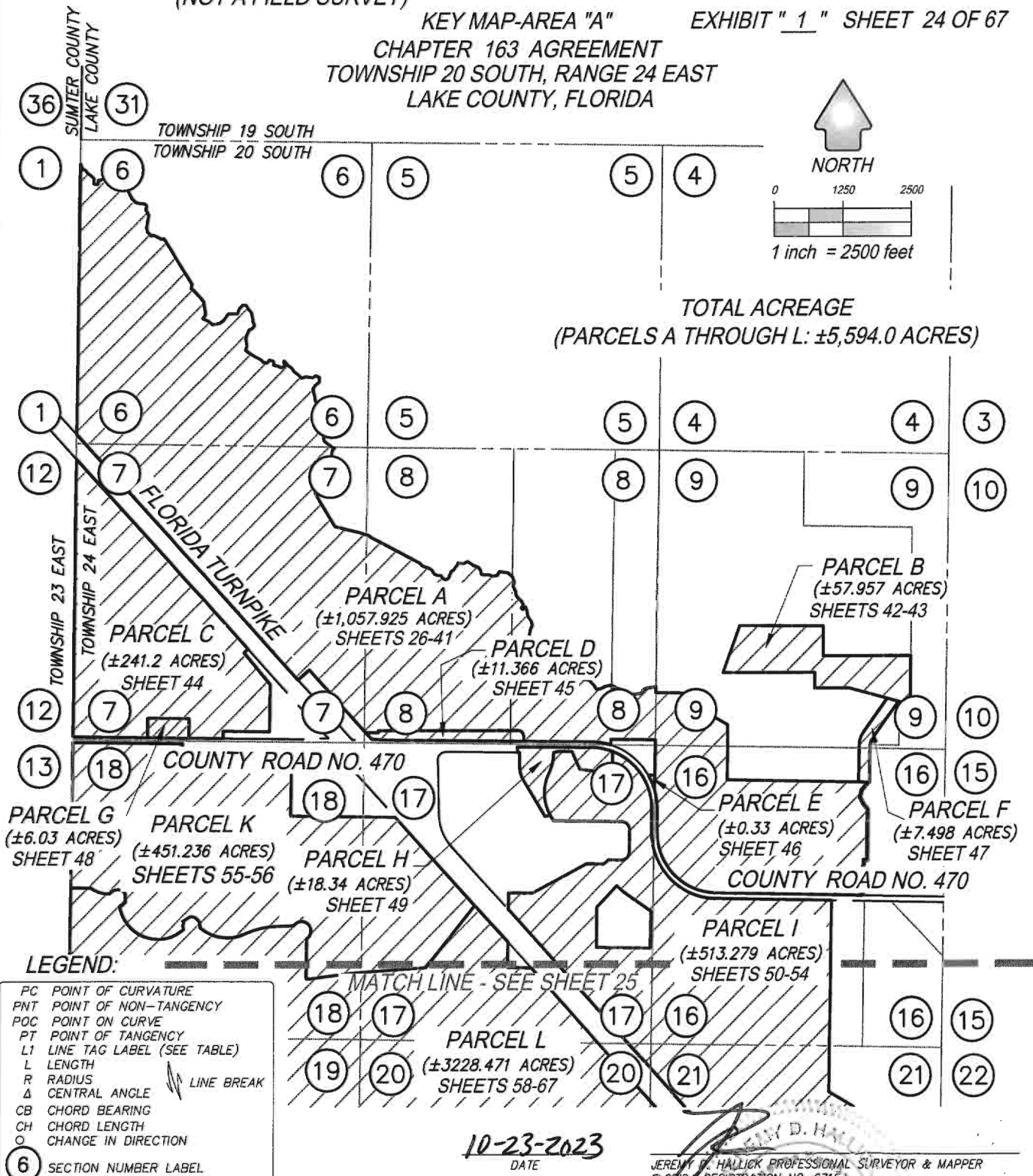


NORTH

0 1250 2500

1 inch = 2500 feet

TOTAL ACREAGE
(PARCELS A THROUGH L: $\pm 5,594.0$ ACRES)



LEGEND:

- PC POINT OF CURVATURE
- PNT POINT OF NON-TANGENCY
- POC POINT ON CURVE
- PT POINT OF TANGENCY
- L1 LINE TAG LABEL (SEE TABLE)
- L LENGTH
- R RADIUS
- Δ CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD LENGTH
- CHANGE IN DIRECTION
- 6 SECTION NUMBER LABEL

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. UNLESS OTHERWISE STATED, AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF NORTH $00^{\circ}39'41''$ EAST.

JEREMY D. HALLICK
JEREMY D. HALLICK PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 67151

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

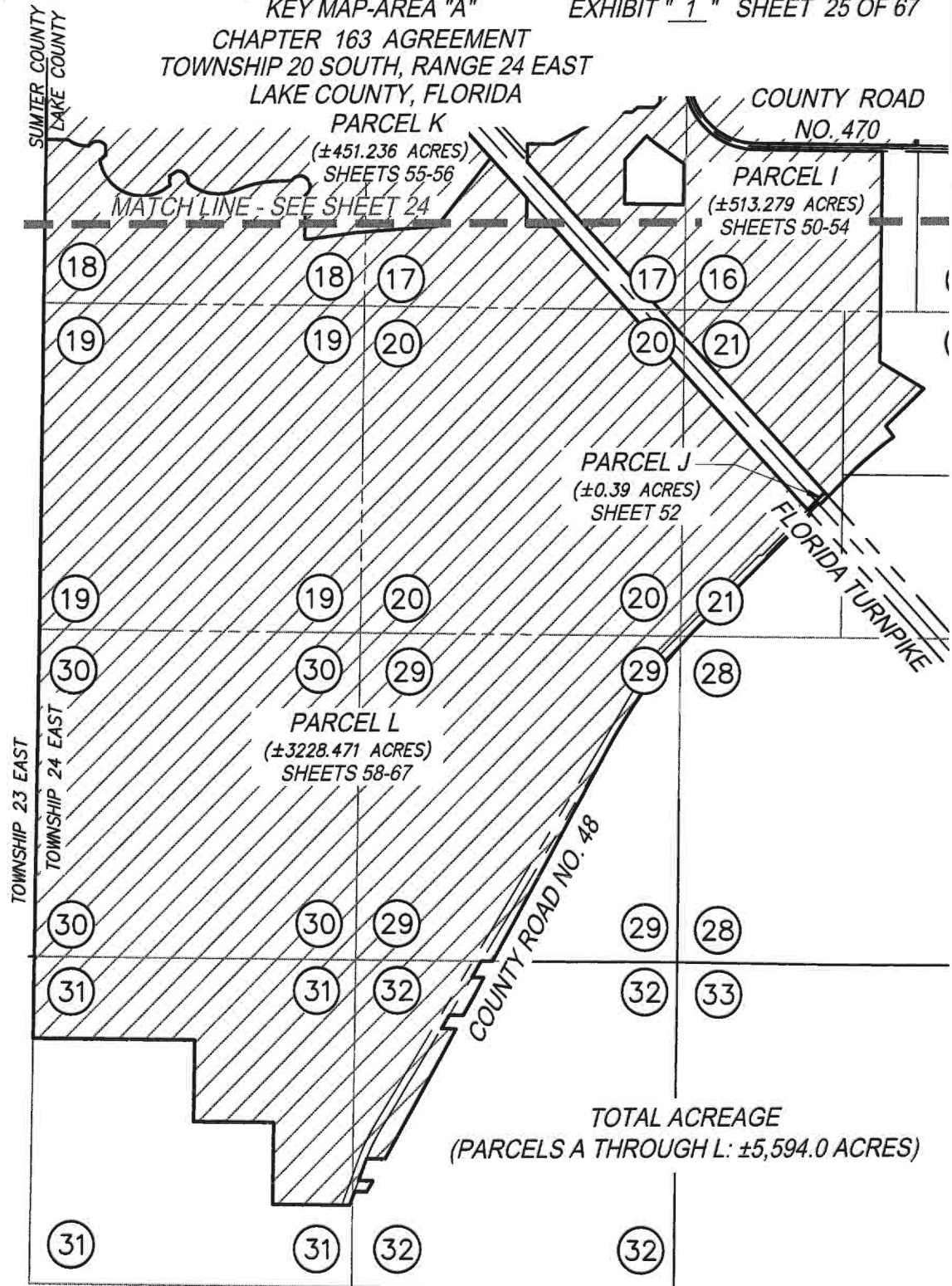
4450 NE 83RD ROAD - WILLOWOOD, FL 34765
(352) 748-3128 LBB469

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

KEY MAP-AREA "A"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA

EXHIBIT "1" SHEET 25 OF 67



NORTH

0 1250 2500



1 inch = 2500 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-2126 LBB498

DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOML 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DING VOML 6 CH163 AREA A SHEETS 24-43.DWG: SKETCH TO 18/2023 1:08 PM BY: RBALHASER

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 26 OF 67

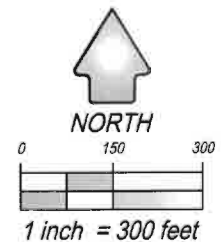
NORTHWEST 1/4 OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L1	S30°29'04"E	19.79'
L2	S20°37'14"E	84.19'
L3	S76°53'11"E	47.78'
L4	S36°10'15"E	68.70'
L5	S53°58'30"E	83.28'
L6	S44°52'44"E	70.96'
L7	S3°00'03"W	85.15'
L8	S64°52'10"E	45.25'
L9	S88°04'24"E	34.38'
L10	N9°21'14"E	78.78'
L11	S88°37'45"E	36.40'
L12	N61°16'45"E	78.67'
L13	N79°11'16"E	87.21'
L14	N82°04'48"E	69.61'
L15	N60°17'41"E	102.77'
L16	S46°03'35"E	89.04'

LINE TABLE		
LINE	BEARING	LENGTH
L17	S46°18'25"E	100.01'
L18	S80°46'10"E	82.69'
L19	S82°49'12"E	85.20'
L20	S39°42'02"E	45.75'
L21	S14°23'50"W	70.58'
L22	S29°58'34"E	76.07'
L23	S23°08'46"E	39.04'
L24	S11°00'19"W	95.71'
L25	S9°22'14"W	123.51'
L26	S9°41'56"E	80.26'
L27	S43°34'44"E	98.73'
L28	N76°35'25"E	50.82'
L29	S62°33'16"E	86.58'
L30	S64°36'42"E	71.30'
L31	N76°42'30"E	44.48'

PARCEL A
(±1,057.925 ACRES)

NORTHWEST 1/4 OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST



POINT OF BEGINNING
WEST 1/4 CORNER OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

MATCH LINE - SEE SHEET 41

MATCH LINE -
SEE SHEET 27

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB | CLYMER
FARNER
BARLEY
SURVEYING

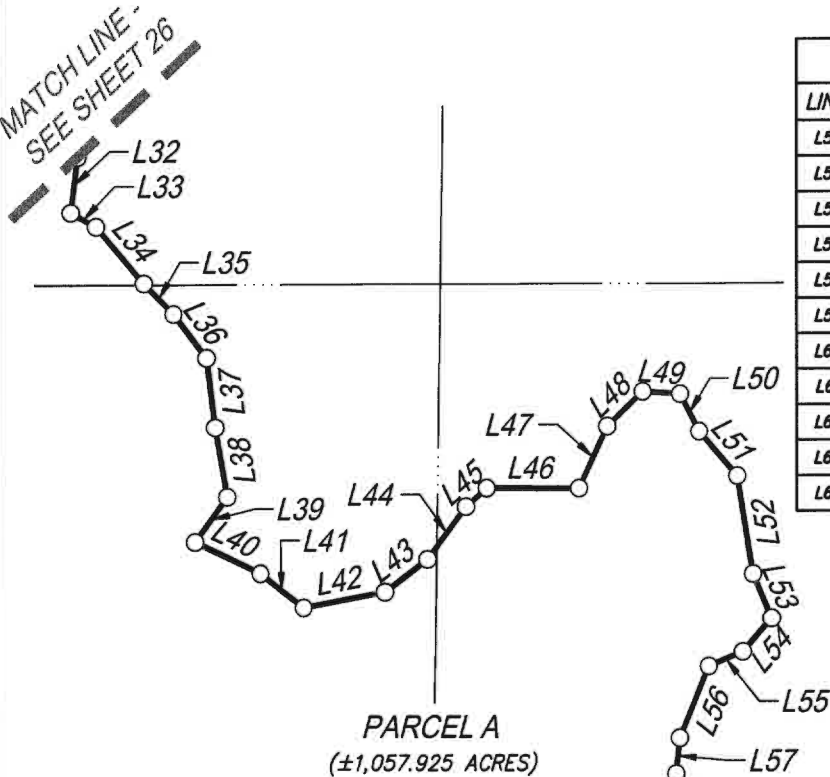
4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-5126 LB8498

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 27 OF 67

NORTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST



LINE TABLE		
LINE	BEARING	LENGTH
L54	S41°13'52"W	71.83'
L55	S67°32'49"W	60.90'
L56	S22°37'04"W	125.78'
L57	S5°54'07"W	58.17'
L58	S9°17'29"E	113.07'
L59	S17°42'35"W	84.59'
L60	S54°18'47"E	86.37'
L61	S59°31'01"E	114.87'
L62	S62°38'05"E	134.39'
L63	S39°09'25"E	51.70'
L64	S80°59'23"E	80.02'

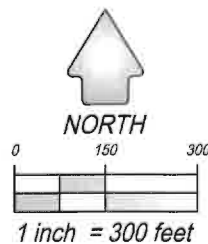
LINE TABLE		
LINE	BEARING	LENGTH
L65	N35°54'34"E	63.23'
L66	S74°27'55"E	81.89'
L67	S4°00'12"E	73.97'
L68	S80°14'56"E	67.06'
L69	S62°54'57"E	47.02'
L70	S80°58'05"E	47.16'
L71	N50°24'47"E	52.77'
L72	N16°30'08"W	34.10'
L73	N0°36'32"W	52.85'
L74	S40°59'45"E	106.23'
L75	S55°44'00"E	86.62'

SOUTHWEST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L32	S7°10'01"W	91.08'
L33	S61°21'16"E	47.28'
L34	S40°28'15"E	120.86'
L35	S44°33'11"E	69.24'
L36	S37°26'37"E	89.41'
L37	S7°06'18"E	113.64'
L38	S9°52'34"E	113.85'
L39	S35°28'16"W	89.69'
L40	S64°22'33"E	118.81'
L41	S52°22'56"E	90.58'
L42	N79°20'02"E	136.10'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N52°22'55"E	86.83'
L44	N36°24'30"E	105.87'
L45	N48°55'55"E	45.49'
L46	S89°56'18"E	151.08'
L47	N24°38'40"E	110.35'
L48	N46°09'26"E	81.02'
L49	S86°18'52"E	62.24'
L50	S27°38'50"E	68.64'
L51	S41°23'00"E	95.74'
L52	S9°19'22"E	161.00'
L53	S22°58'56"E	78.10'



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



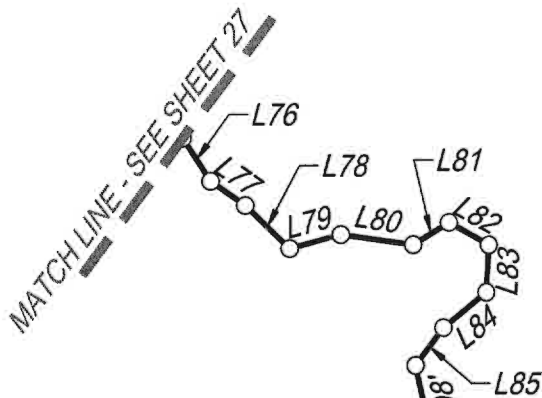
CFB
CLYMER
FARNER
BARLEY
SURVEYING

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-5126 L88498

DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOLUME 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DOW VOLUME 6 CH163 AREA A SHEETS 24-33 DOW SKETCH 10/16/2023 1:11 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 28 OF 67



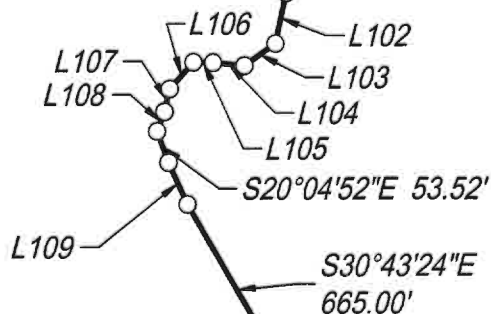
SOUTHEAST ¼ OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L100	S58°32'05"W	39.73'
L101	S5°28'43"W	111.73'
L102	S12°31'44"W	83.93'
L103	S55°17'54"W	62.16'
L104	N84°37'02"W	51.91'
L105	N88°34'03"W	32.60'
L106	S42°06'52"W	58.01'
L107	S12°33'12"W	37.53'
L108	S20°36'57"W	33.88'
L109	S24°42'25"E	74.30'

NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

NORTH LINE OF THE
NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST



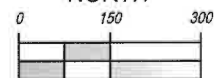
LINE TABLE		
LINE	BEARING	LENGTH
L76	S33°10'27"E	83.20'
L77	S55°17'24"E	68.84'
L78	S46°21'25"E	101.01'
L79	N74°50'26"E	86.17'
L80	S82°04'41"E	120.38'
L81	N58°22'49"E	68.80'
L82	S80°56'38"E	75.22'
L83	S37°44'40"W	76.66'
L84	S50°59'10"W	90.51'
L85	S36°37'10"W	76.43'
L86	S24°47'34"E	104.62'
L87	S12°21'53"W	65.63'

LINE TABLE		
LINE	BEARING	LENGTH
L88	S18°03'40"E	67.17'
L89	S25°58'11"E	64.57'
L90	S27°55'06"E	100.44'
L91	S35°22'32"W	59.70'
L92	S13°35'06"E	68.53'
L93	S51°53'59"E	156.93'
L94	S66°50'45"E	64.60'
L95	S48°38'48"W	54.10'
L96	S8°34'50"W	80.78'
L97	S8°53'51"W	102.76'
L98	S13°03'25"W	64.08'
L99	S27°21'03"W	92.67'

SOUTHWEST ¼ OF
SECTION 5, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST CORNER OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST



1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB | CLYMER
FARNER
BARLEY
SURVEYING

4450 NE 83RD ROAD - WILDOOD, FL 34785
(352) 746-5126 LBB498

DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOL. 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DING VOL. 6 CH163 AREA A SHEETS 24-43 DING: SKETCH 10/18/2023 1:12 PM BY: RBALHASER

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 29 OF 67

LINE TABLE		
LINE	BEARING	LENGTH
L110	S71°58'41"E	165.94'
L111	S54°48'46"E	79.68'
L112	S62°41'15"E	108.65'
L113	S60°27'48"E	87.14'
L114	S64°03'50"E	106.68'
L115	S43°54'25"E	79.20'
L116	S72°01'07"E	124.60'

LINE TABLE		
LINE	BEARING	LENGTH
L117	S60°09'14"E	62.29'
L118	S31°27'02"E	86.64'
L119	S63°57'31"E	63.36'
L120	N89°40'02"E	61.47'
L121	S25°03'35"E	41.98'
L122	S58°26'41"E	77.10'

MATCH LINE - SEE SHEET 28

S30°43'24"E
665.00'

S76°34'14"E 477.21'

L110

L111

L112

S62°55'30"E 667.14'

L113

L114

L116

L118

L119

L120

L121

L122

MATCH LINE - SEE SHEET 30

NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

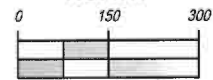
EAST ¼ CORNER OF SECTION 7,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

SOUTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

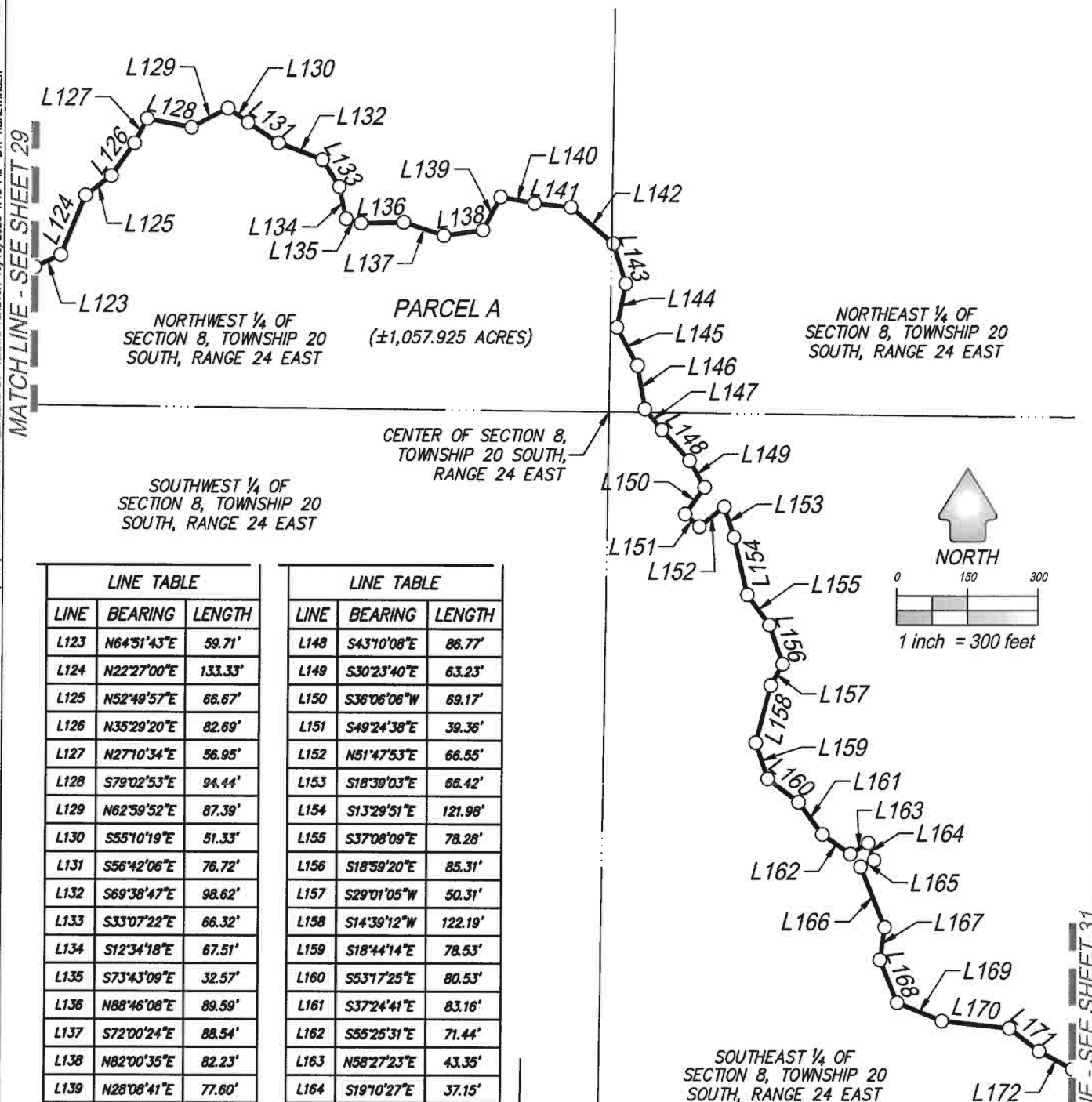
CLYMER
FARNER
BARLEY

4450 NE 63RD ROAD - WILLOWOOD, FL 34786
(352) 749-3120 LB#498

DRAWING NAME: S. SURVEY NEW SURVEY LANE VILLAGES OF WEST LAKE ZONING VOL. 6 WITH AMENDMENT CHAPTER 163 AMENDED & RESTATED DING VOL. 6 CH163 AREA A SHEETS 24-43 LONG: SKETCH 10/18/2023 1:13 PM BF: RBL/THASER : FB:FSM (255 Black).cib

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 30 OF 67



LINE TABLE

LINE	BEARING	LENGTH
L123	N64°31'43"E	59.71'
L124	N22°27'00"E	133.33'
L125	N52°49'57"E	66.67'
L126	N35°29'20"E	82.69'
L127	N27°10'34"E	56.95'
L128	S79°02'53"E	94.44'
L129	N62°59'52"E	87.39'
L130	S55°10'19"E	51.33'
L131	S56°42'06"E	76.72'
L132	S69°38'47"E	98.62'
L133	S33°07'22"E	66.32'
L134	S12°34'18"E	67.51'
L135	S73°43'09"E	32.57'
L136	N88°46'08"E	89.59'
L137	S72°00'24"E	88.54'
L138	N82°00'35"E	82.23'
L139	N28°08'41"E	77.60'
L140	S79°32'28"E	72.13'
L141	S84°08'18"E	76.52'
L142	S50°04'27"E	116.72'
L143	S18°05'38"E	86.72'
L144	S11°26'26"W	91.89'
L145	S29°04'26"E	89.79'
L146	S9°58'55"E	91.28'
L147	S40°14'22"E	56.45'

LINE TABLE

LINE	BEARING	LENGTH
L148	S43°10'08"E	86.77'
L149	S30°23'40"E	63.23'
L150	S36°06'06"W	69.17'
L151	S49°24'38"E	39.36'
L152	N51°47'53"E	66.55'
L153	S18°39'03"E	66.42'
L154	S13°29'51"E	121.98'
L155	S37°08'09"E	78.28'
L156	S18°59'20"E	85.31'
L157	S29°01'05"W	50.31'
L158	S14°39'12"W	122.19'
L159	S18°44'14"E	78.53'
L160	S53°17'25"E	80.53'
L161	S37°24'41"E	83.16'
L162	S55°25'31"E	71.44'
L163	N58°27'23"E	43.35'
L164	S19°10'27"E	37.15'
L165	S63°34'27"W	31.07'
L166	S22°20'25"E	134.31'
L167	S8°26'23"W	67.96'
L168	S22°50'36"E	95.16'
L169	S68°08'39"E	101.39'
L170	S84°06'33"E	143.78'
L171	S53°36'32"E	79.23'
L172	S62°30'27"E	79.89'

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

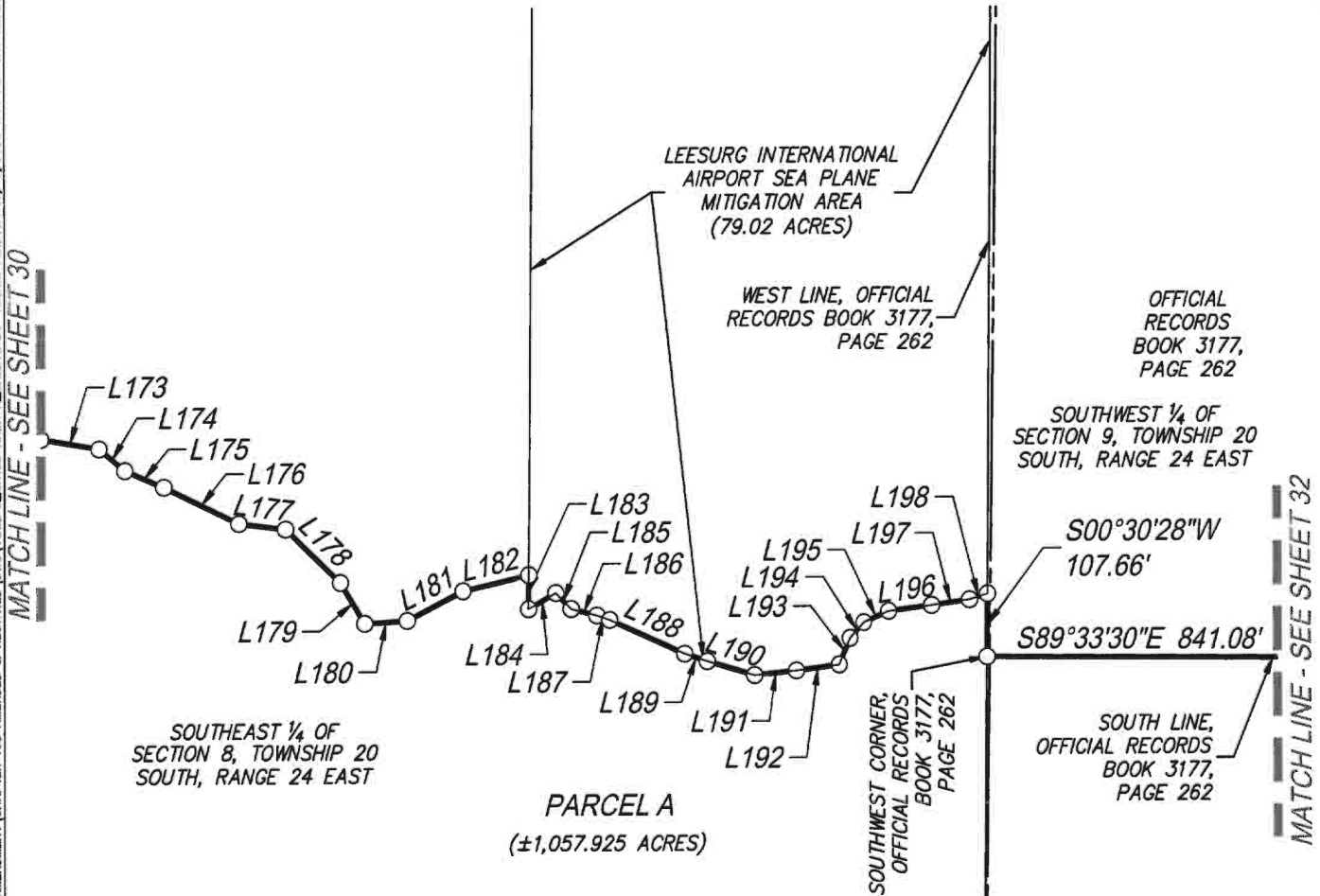
CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILLOWOOD FL 34785
(352) 749-3128 LBB438

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL. 6 CH163 AREA A SHEETS 24-43.DWG : SKETCH 10/18/2023 1:14 PM BY: RBALHASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

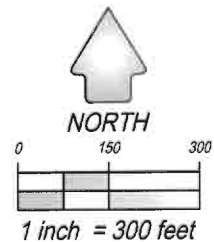
EXHIBIT " 1 " SHEET 31 OF 67



LINE TABLE		
LINE	BEARING	LENGTH
L173	S80°26'17"E	103.16'
L174	S50°11'10"E	58.15'
L175	S66°52'59"E	72.77'
L176	S63°53'24"E	143.33'
L177	S83°14'16"E	82.39'
L178	S46°01'21"E	132.57'
L179	S30°59'41"E	81.79'
L180	N86°11'27"E	73.17'
L181	N62°36'40"E	109.25'
L182	N76°42'21"E	117.81'

LINE TABLE		
LINE	BEARING	LENGTH
L183	S0°30'28"W	58.37'
L184	N59°53'32"E	54.81'
L185	S43°52'35"E	38.23'
L186	S75°34'26"E	45.20'
L187	S70°37'50"E	23.34'
L188	S65°59'05"E	142.77'
L189	S71°48'27"E	41.59'
L190	S73°29'01"E	85.77'
L191	N63°59'28"E	72.88'
L192	N82°39'04"E	75.52'

LINE TABLE		
LINE	BEARING	LENGTH
L193	N22°53'15"E	49.24'
L194	N42°47'28"E	36.32'
L195	N66°51'09"E	48.16'
L196	N82°25'46"E	75.22'
L197	N82°09'15"E	66.23'
L198	N72°05'31"E	32.56'



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB CLYMER
FARNER
BARLEY
SURVEYING

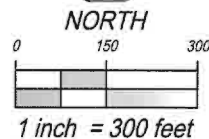
4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 LBB408

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RE-STATEMENT\DRAWING\VOL. 6 CH163 AREA A_SHEETS 24-67 SKETCH 10/18/2023 1:15 PM BY: RBAL THASER : JBL/PSM (255 Black).cib

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 32 OF 67



S89°33'30"E 841.08'

MATCH LINE -
SEE SHEET 31

S02°20'16"E 303.39'

WEST LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

OFFICIAL RECORDS
BOOK 3177,
PAGE 262

S60°11'33"E 535.18'

SOUTHWEST 1/4 OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

S00°10'55"W 387.25'

WEST LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

SOUTH 1/4 CORNER OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST CORNER OF THE
NORTHWEST 1/4 OF THE NORTHWEST
1/4 OF SECTION 16

OFFICIAL RECORDS
BOOK 3177,
PAGE 262

NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

S00°48'18"W 599.91'

PARCEL A
(±1,057.925 ACRES)

S88°56'30"E 2556.25'

SOUTH LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

MATCH LINE -
SEE SHEET 33

SOUTHEAST 1/4 OF SECTION 9,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILLOWOOD, FL 34765
(352) 746-3126 LB8496

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL. 6 CH163 AREA A SHEETS 24-43.DWG : SKETCH 10/18/2023 1:16 PM BY: RBALHAGER

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 33 OF 67

NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

MATCH LINE -
SEE SHEET 32

PARCEL F
SEE
SHEET 47

S88°56'30"E 2556.25'

S00°49'33"W 5.52'

S43°39'58"W 170.17'

S13°50'45"W 147.54'

SOUTH LINE, OFFICIAL RECORDS
BOOK 3177, PAGE 262

S26°56'42"E 135.90'

S41°29'44"E 127.17'



NORTH

0 150 300

1 inch = 300 feet

WEST LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262

PARCEL A

(±1,057.925 ACRES)

NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

LANDS DESCRIBED IN
OFFICIAL RECORDS
BOOK 3177,
PAGE 262

N88°56'27"W 65.00'

WEST LINE OF THE NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTH LINE OF THE
NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

MATCH LINE -
SEE SHEET 34

CENTER OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

SOUTH LINE OF THE
NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

NORTH RIGHT-OF-WAY LINE,
COUNTY ROAD NO. 470

N88°56'30"W 2673.97'
COUNTY ROAD NO. 470

SOUTH RIGHT-OF-WAY LINE,
COUNTY ROAD NO. 470

(A 100' WIDE RIGHT-OF-WAY PER
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, SECTION 11670-2601)

SOUTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB | CLYMER
FARNER
BARLEY
SURVEYING

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 LBBM98

DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOLUME 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DING VOLUME 8 CH163 AREA A SHEETS 24-33 DING: SKETCH 10/18/2023 1:16 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 34 OF 67

MATCH LINE -
SEE SHEET 35

$L=347.11'$
 $R=1196.40'$
 $\Delta=16^{\circ}37'23''$
 $CB=N7^{\circ}31'50''W$
 $CH=345.89'$

NORTHEAST 1/4 OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PNT

PC

PT

$N00^{\circ}46'52''E$ 378.96'

NORTHEAST RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

PARCEL A
($\pm 1,057.925$ ACRES)

NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST

$L=1716.01'$
 $R=1095.82'$
 $\Delta=89^{\circ}43'22''$
 $CB=N44^{\circ}04'49''W$
 $CH=1545.97'$

SOUTHWEST RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

WEST 1/4 CORNER OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

SOUTH LINE OF THE
NORTHWEST 1/4 OF
SECTION 16, TOWNSHIP
20 SOUTH, RANGE 24 EAST

MATCH LINE -
SEE SHEET 33

SOUTHEAST 1/4 OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PC

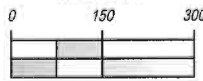
$N88^{\circ}56'30''W$ 2673.97'
COUNTY ROAD NO. 470

(A 100' WIDE RIGHT-OF-WAY PER
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP, SECTION 11670-2601)

SOUTHWEST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



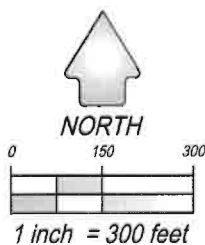
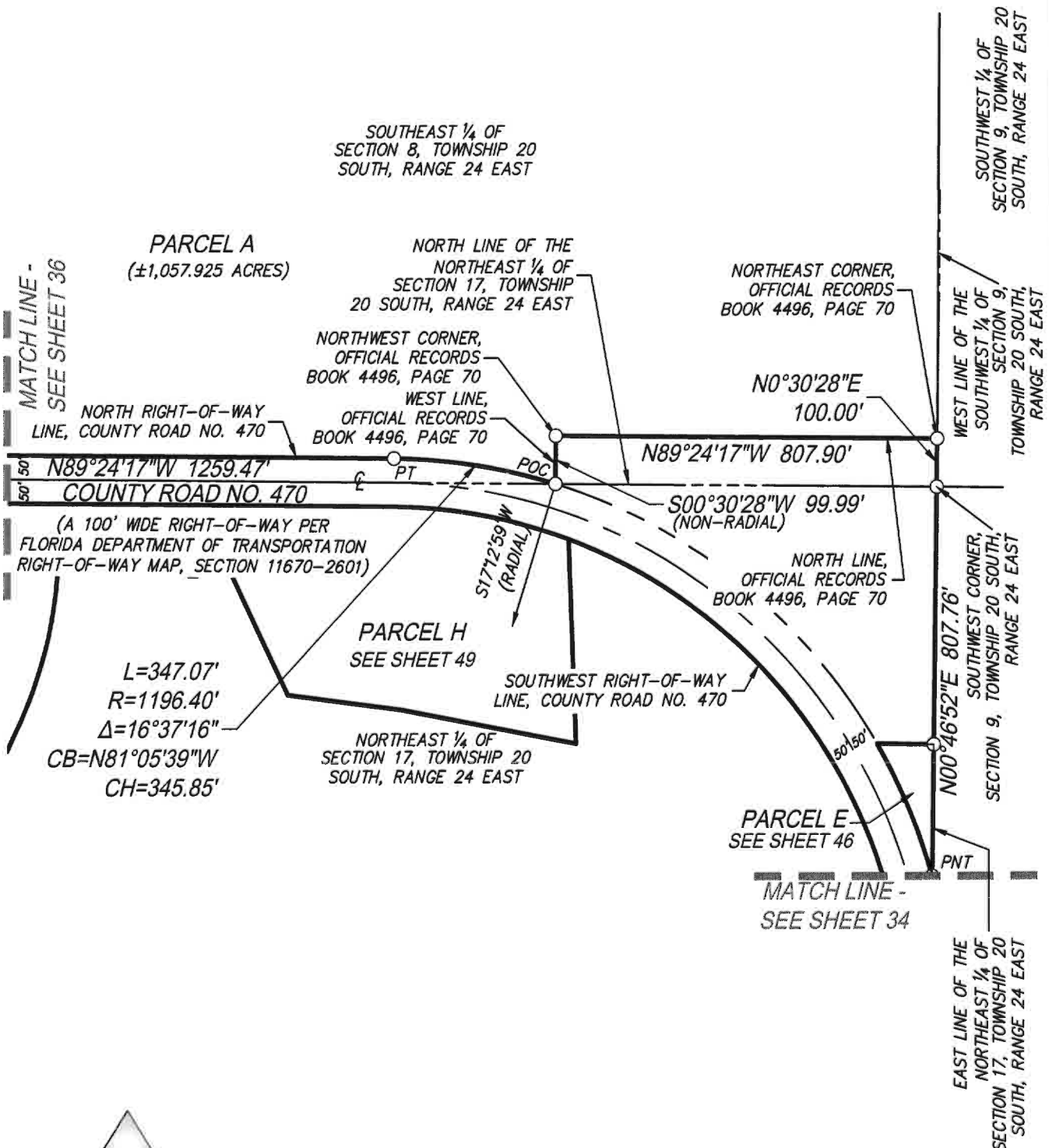
CFB | CLYMER
FARNER
BARLEY
SURVEYING

4430 NE 93RD ROAD - WILLOWOOD, FL 34785
(352) 746-3126 LDB406

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 35 OF 67



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

CLYMER FARNER BARLEY
4490 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 1.884.06

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 36 OF 67

MATCH LINE - SEE SHEET 37

MATCH LINE - SEE SHEET 35

SOUTHWEST 1/4 OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SOUTHEAST 1/4 OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTH LINE OF THE
NORTHWEST 1/4 OF
SECTION 17, TOWNSHIP
20 SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

NORTH LINE,
OFFICIAL RECORDS BOOK
3316, PAGE 50

N90°00'00"W 2533.64'
PARCEL D
SEE SHEET 45

N00°35'45"E 88.48'

L=166.03'
R=105.00'
Δ=90°35'45"
CB=N44°42'08"W
CH=149.26'

NORTH 1/4 CORNER OF SECTION
17, TOWNSHIP 20 SOUTH, RANGE 24 EAST

LIMITED ACCESS RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)
PER FLORIDA DEPARTMENT
OF TRANSPORTATION
RIGHT-OF-WAY MAP,
STATE PROJECT NO. 190747-2

SOUTHEAST CORNER,
OFFICIAL RECORDS BOOK
3316, PAGE 50

N89°24'17"W
1259.47'
COUNTY ROAD NO. 470
(A 100' WIDE RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT-
OF-WAY MAP, SECTION
11670-2601)

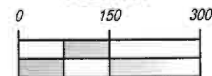
PARCEL H
SEE SHEET 49

NORTHEAST 1/4 OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST 1/4 OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

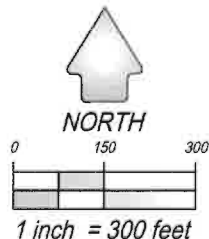
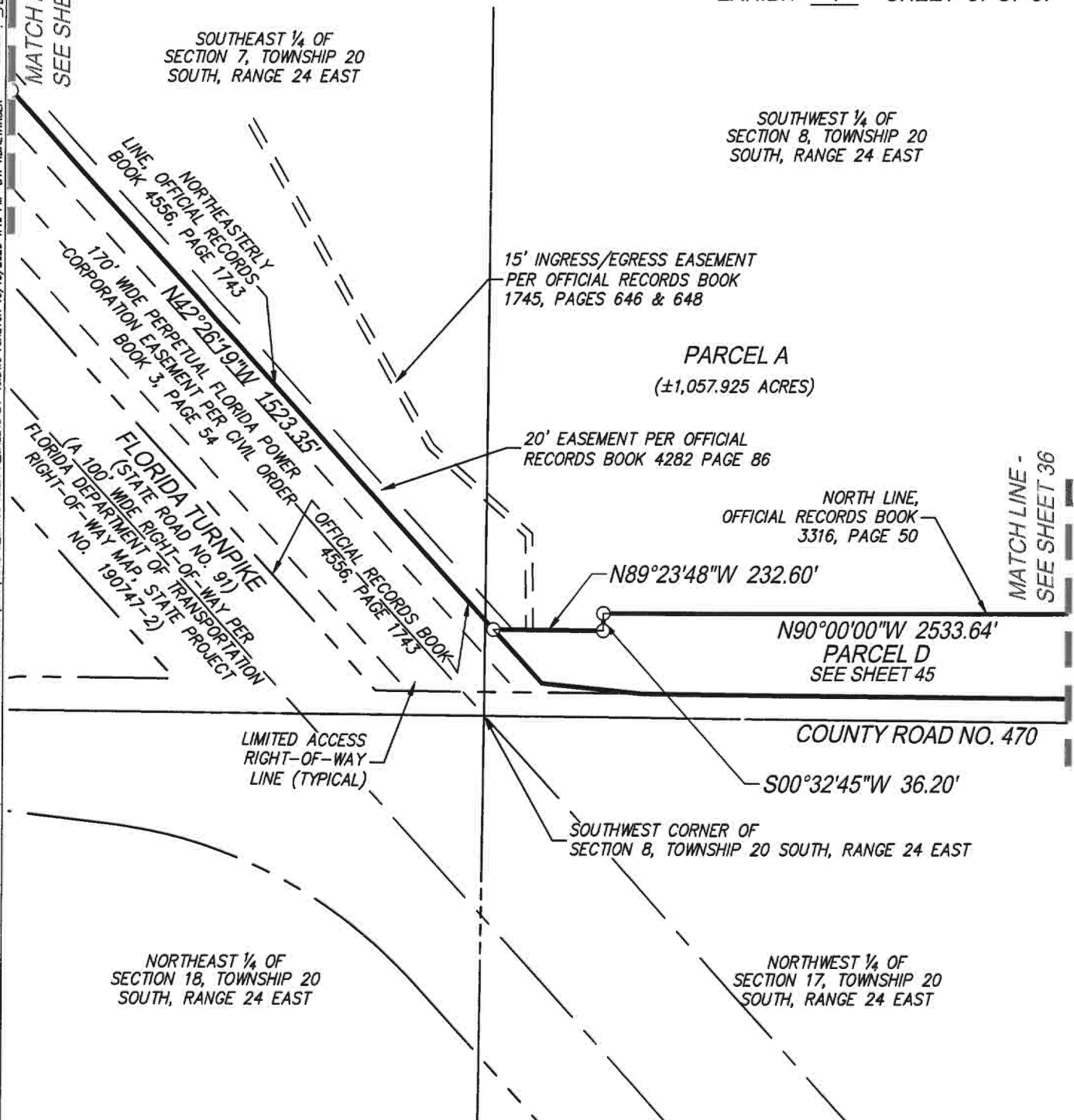
CLYMER
FARNER
BARLEY

4450 NE 53RD ROAD - WILLOWOOD, FL 34785
(352) 746-5126 JMB/68

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\DRAWING\06TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\JWG\VOL. 6-CHRS AREA A-SHEETS 24-43.DWG: SKETCH 10/18/2023 1:19 PM BY: RBALHASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 37 OF 67



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

CLYMER
FARNER
BARLEY

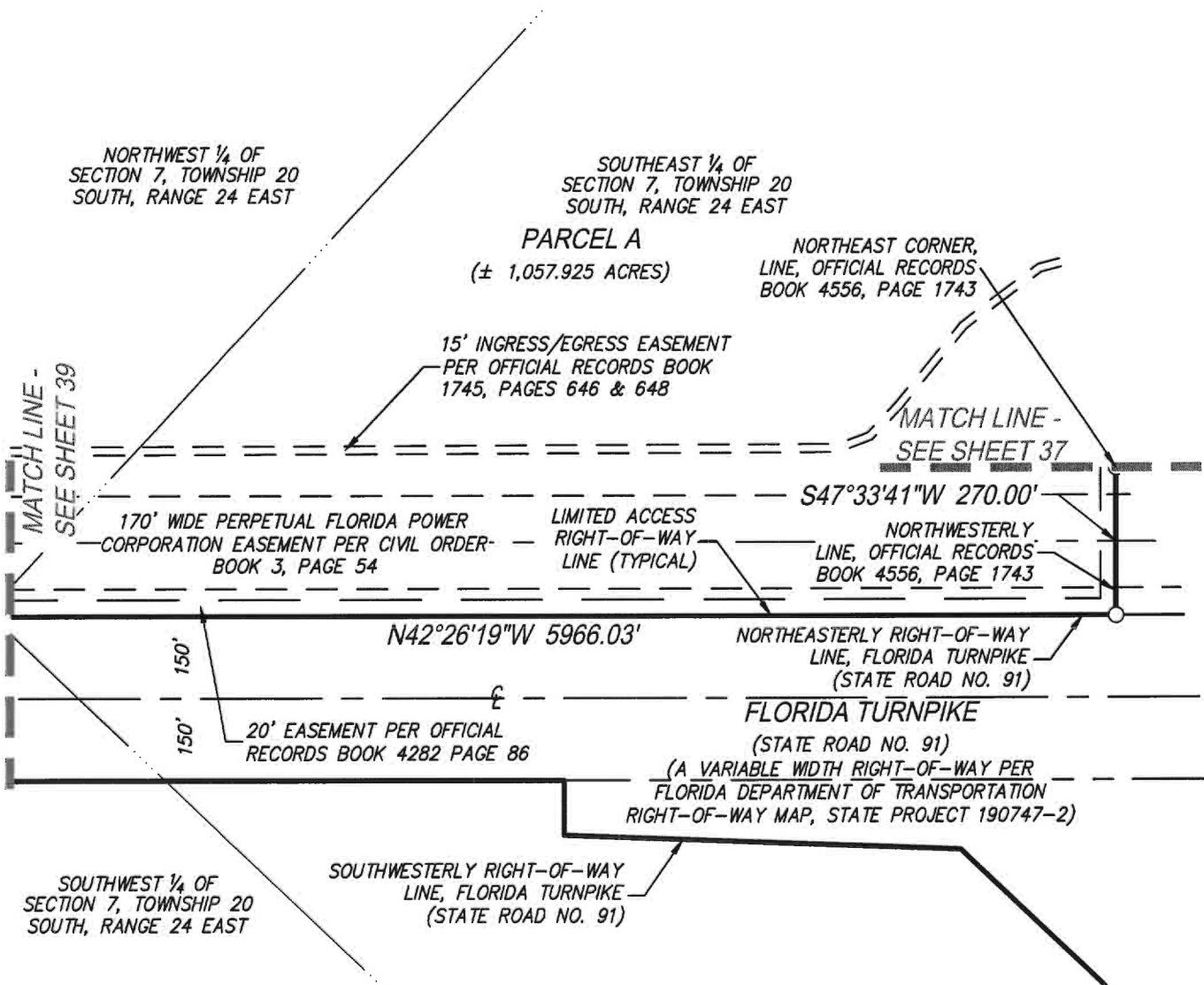
4450 NE 83RD ROAD - WILDMOOD, FL 34785
(352) 748-3126 LB6498

DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL. 8TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL. 6, CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:20 PM BY: RBALHAUSER ----- : JFB/PSM (255 Black).cld

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 38 OF 67



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB SURVEYING
CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILDOOD, FL 34785
(352) 748-3128 LB9493

1 inch = 300 feet

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 39 OF 67

DRAWING NAME: S: SURVEY NEW SURVEY LANE VILLAGES OF WEST LAKE ZONING VOML 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DURING VOML 8 CH163 AREA A SHEETS 24-43 DWG: SKETCH 10/18/2023 1:21 PM BY: REALTHASER

MATCH LINE -
SEE SHEET 40

NORTHWEST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST
15' INGRESS/EGRESS EASEMENT
PER OFFICIAL RECORDS BOOK
1745, PAGES 646 & 648

20' EASEMENT PER OFFICIAL
RECORDS BOOK 4282 PAGE 86

NORTHEASTERLY RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)

170' WIDE PERPETUAL FLORIDA POWER
CORPORATION EASEMENT PER CIVIL ORDER
BOOK 3, PAGE 54

MATCH LINE -
SEE SHEET 38

150'
LIMITED ACCESS
RIGHT-OF-WAY
LINE (TYPICAL)

N42°26'19"W 5966.03'
FLORIDA TURNPIKE
(STATE ROAD NO. 91)
20' EASEMENT PER OFFICIAL
RECORDS BOOK 4282 PAGE 86

(A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT
OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2)

150'
SOUTHWESTERLY RIGHT-OF-WAY
LINE, FLORIDA TURNPIKE
(STATE ROAD NO. 91)

SOUTHWEST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST



0 150 300
1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB | CLYMER
FARNER
BARLEY
SURVEYING

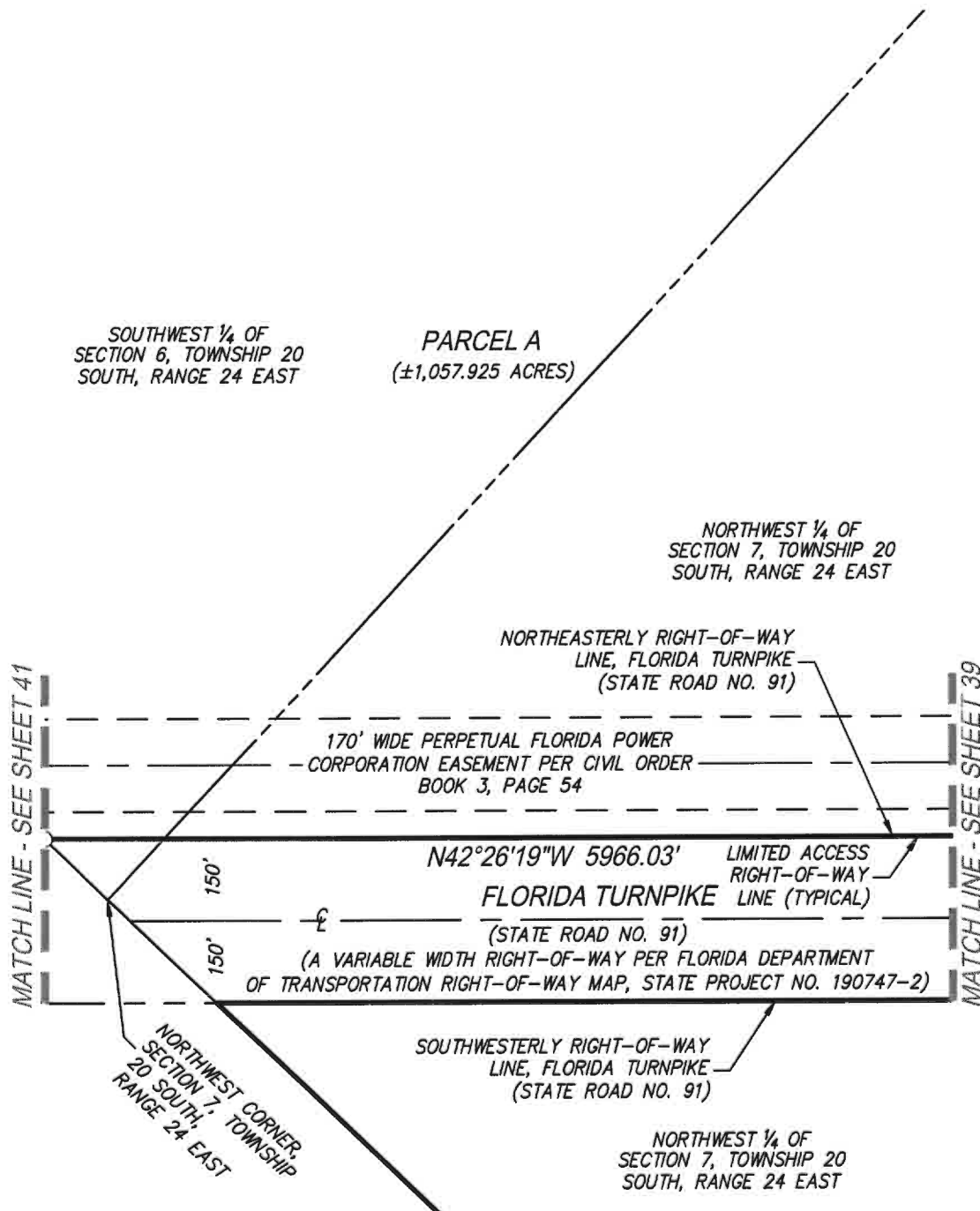
4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3125 LB0408

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATE\DWG\VOL. 6 CH163 AREA A SHEETS 24-40.DWG :SKETCH 10/10/2023 1:22 PM BY: RBALTMASER ----- : _FB.PSM (255 Block).dtd

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 40 OF 67



0 150 300
1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 749-3129 1.83M68

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL 6 WITH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DMC\VOL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:22 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

MATCH LINE - SEE SHEET 26

EXHIBIT " 1 " SHEET 41 OF 67

POINT OF BEGINNING
WEST 1/4 CORNER OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

SUMTER COUNTY
LAKE COUNTY

SOUTHEAST 1/4 OF
SECTION 1, TOWNSHIP 20
SOUTH, RANGE 23 EAST

N00°45'14"E 2487.91'
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6

SOUTHWEST 1/4 OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

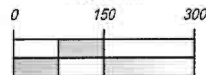
FLORIDA
TURNPIKE

170' WIDE PERPETUAL
FLORIDA POWER
CORPORATION EASEMENT
PER CIVIL ORDER
BOOK 3, PAGE 54

MATCH LINE - SEE SHEET 40



NORTH



1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

CLYMER
FARNER
BARLEY

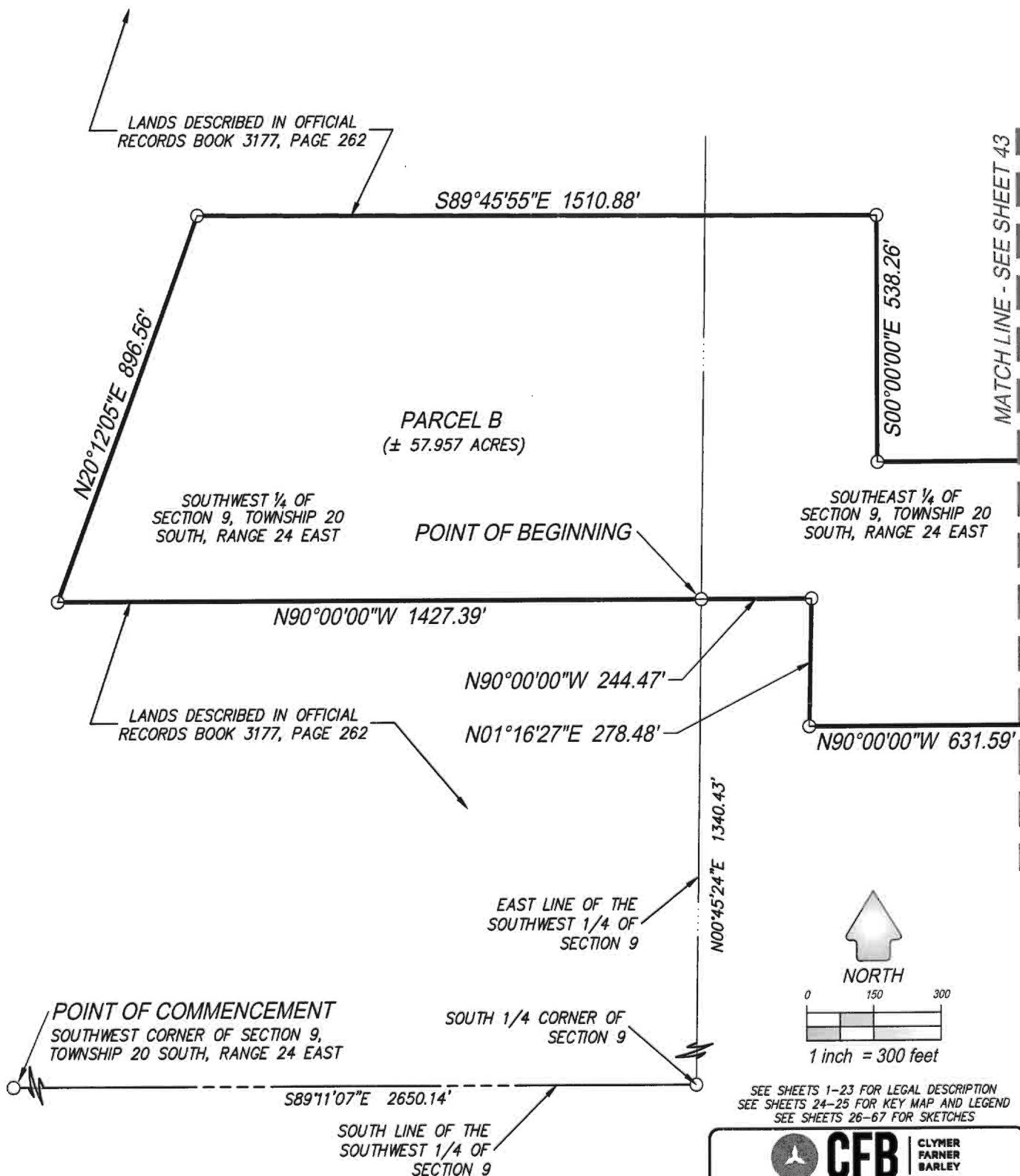
4450 NE 83RD ROAD - WILDLAND, FL 34785
(352) 748-3125 1.68498

DRAWING NAME: S:\SURVEY\NEW SURVEY\LANE VILLAGES OF WEST LANE ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL 6 CH163 AREA A SHEETS 24-43.DWG :SKETCH 10/18/2023 1:23 PM BY: RBALTHASER
----- : _FB.PSM (255 Block).dib

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 42 OF 67



DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL. 6, CH163 AREA A, SHEETS 24-43.DWG : SKETCH 10/18/2023 1:24 PM BY: RBALHAUSER : JFB/PSM (265 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 43 OF 67

MATCH LINE - SEE SHEET 42

LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

N90°00'00"E 1602.12'

EAST LINE, PARCEL 2 AS
DESCRIBED IN OFFICIAL
RECORDS BOOK 2070, PAGE 2098

PARCEL B
(± 57.957 ACRES)

SOUTHEAST 1/4 OF
SECTION 9, TOWNSHIP 20
SOUTH, RANGE 24 EAST

OFFICIAL RECORDS
BOOK 3509 PAGE 1088

S00°36'49"W 831.10'

LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

N74°45'27"W 957.72'

PARCEL F
SEE
SHEET 47

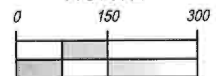
N88°50'30"W 192.44'

OFFICIAL RECORDS
BOOK 1389, PAGE 362

EAST LINE, PARCEL 2 AS
DESCRIBED IN OFFICIAL
RECORDS BOOK 2070, PAGE 2098



NORTH



1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-5126 1.66498

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

NORTH LINE OF THE NORTHWEST 1/4
OF SECTION 7, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

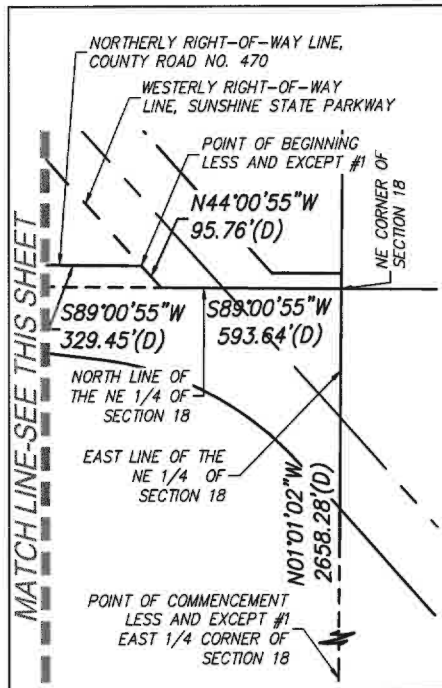
LEGEND:

- LINE BREAK
- L1 LINE TAG LABEL (SEE TABLE)
CHANGE IN DIRECTION
- (D) DEED MEASUREMENT
- ⊕ CENTERLINE



0 300 600
1 inch = 600 feet

EXHIBIT " 1 " SHEET 44 OF 67



LINE TABLE

- L1: S00°35'13"W 130.00'
N00°59'05"W 130.00'(D)
- L2: N89°24'47"W 65.18'
- L3: N89°23'45"W 551.82'
- L4: N00°36'15"E 350.00'
S00°57'22"E 350.00'(D)

SUMTER COUNTY
LAKE COUNTY

PARCEL C
LAKE COUNTY ALTERNATE
KEY # 3842317
(±241.2 ACRES)

S47°33'41"W 100.00'
N45°59'05"E 100.00'(D)

NORTH LINE OF THE SOUTHWEST 1/4
OF SECTION 7, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

S40°22'13"E 738.95'
N41°56'49"W 738.95'(D)

WEST BOUNDARY OF SECTION 7

N89°23'45"W 750.00'
N89°02'38"E 750.00'(D)

S00°36'15"W 350.00'
N00°57'22"W 350.00'(D)

POINT OF BEGINNING
LESS AND EXCEPT #2
N89°02'38"E 1347.80'(D)
N89°23'45"W 1347.80'

LESS AND
EXCEPT #2
S89°02'38"W
750.00'(D)

N89°00'55"E 850.00'(D)
N89°24'47"W 850.00'

N00°59'05"W
850.00'(D)

S00°35'33"W
850.09'

LESS AND
EXCEPT #1
S80°29'04"W
134.83'(D)

S89°00'55"W 1456.67'(D)

N00°36'58"E 50.00'
N00°55'51"W 50.00'(D)

COUNTY ROAD NO. 470

(RIGHT-OF-WAY PER FLORIDA DEPARTMENT
OF TRANSPORTATION
RIGHT-OF-WAY MAP,
STATE PROJECT #190747-2)

(FORMERLY STATE ROAD NO. 470)

NORTHERLY
RIGHT-OF-WAY LINE,
COUNTY ROAD NO. 470

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES

POINT OF COMMENCEMENT
LESS AND EXCEPT #2
SOUTHWEST CORNER OF SECTION 7



CFB

CLYMER
FARNER
BARLEY

SURVEYING
4450 NE 83RD ROAD - WILDLAND, FL 34785
(352) 748-3125 LB0469

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL. 6, CH163 AREA A, SHEET 44.DWG - 8.5X11 SKETCH 10/18/2023 1:26 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION

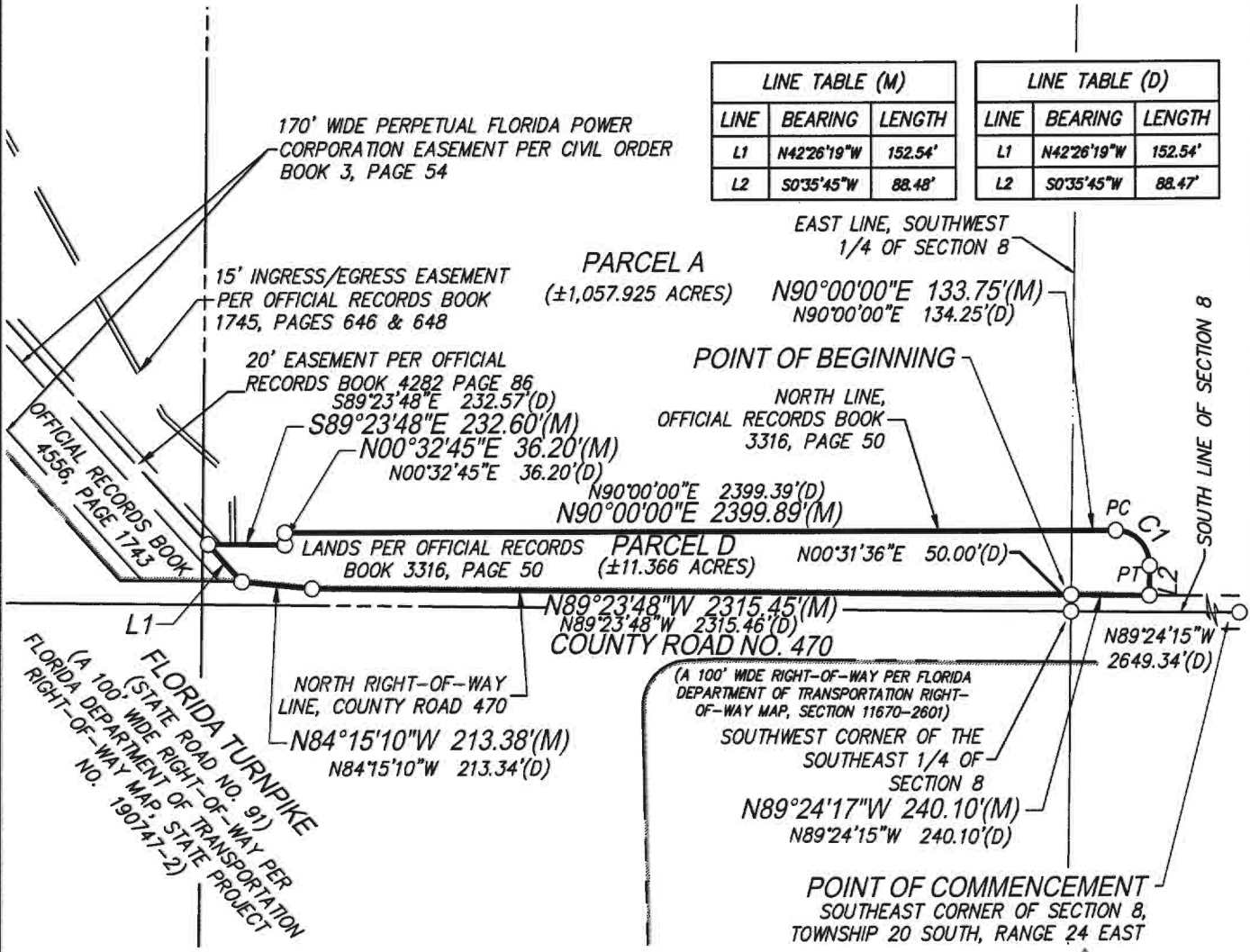
(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 45 OF 67

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOILE 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\VOILE 6TH CH163 AREA A SHEET 45.DWG : 8.5X11 SKETCH 10/18/2023 1:27 PM BY: RBALHASER

LINE TABLE (M)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.48'

LINE TABLE (D)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.47'



LEGEND:

- LINE BREAK
- (M) FIELD MEASUREMENT
- (D) DEED MEASUREMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- L1 LINE TAG LABEL (SEE TABLE)
- C1 CURVE TAG LABEL (SEE TABLE)
- CHANGE IN DIRECTION

CURVE TABLE (M)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'08"E

CURVE TABLE (D)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'07"E

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



NORTH

0 250 500



1 inch = 500 feet



CFB
SURVEYING

CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 749-3128 L89498

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 46 OF 67

POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

NORTHEASTERLY RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

POINT THAT IS NORTH 89°42' WEST OF
THE POINT OF BEGINNING

ALTERNATE KEY NUMBER 1088011
OFFICIAL RECORDS BOOK 4496, PAGE 70

POINT OF BEGINNING

S89°42'E 121.2'(D)
S89°13'08"E 120.19'(C)

PARCEL E

PARCEL #

17-20-24-000100000600

ALTERNATE KEY
NUMBER 1383412
(±0.33 ACRES)

SOUTHWESTERLY RIGHT-OF-WAY
LINE, COUNTY ROAD NO. 470

(A) 100' PUBLIC
RIGHT-OF-WAY MAP, SECTION 17
(FORMERLY STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COUNTY ROAD NO. 470)
CH=298.07'
CB=N22°59'58"W
L=298.85'
R=196.28"
Δ=14°18'48"

NORTHERLY & WESTERLY (D)
(C)

EAST LINE, OF THE NORTHEAST 1/4 OF
SECTION 17, TOWNSHIP 20 SOUTH,
RANGE 24 EAST

ALTERNATE KEY NUMBER 1044146
OFFICIAL RECORDS BOOK 2073, PAGE 491

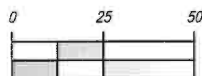
PARCEL A

LEGEND:

- LINE BREAK
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH
- R RADIUS
- Δ CENTRAL ANGLE (DELTA)
- CB CHORD BEARING
- CH CHORD LENGTH
- L1 LINE TAG LABEL (SEE TABLE)
- C1 CURVE TAG LABEL (SEE TABLE)
- CHANGE IN DIRECTION



NORTH



1 inch = 50 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING

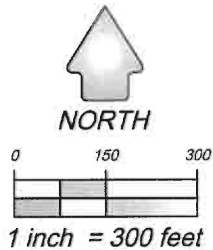
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 LBB498

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 47 OF 67

PARCEL B



LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 3177, PAGE 262

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 16,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°45'27"E	213.64'
L2	N88°56'30"W	200.00'

NORTH LINE OF THE
NORTHWEST 1/4
OF SECTION 16

S89°11'07"E
1325.07'

NORTHEAST CORNER OF THE
NORTHWEST 1/4 OF THE NORTHWEST
1/4 OF SECTION 16

S00°48'18"W 599.91'

SOUTH LINE, OFFICIAL
RECORDS BOOK 3177,
PAGE 262; ALSO THE
NORTH LINE OF THE SOUTH
2025.07 FEET OF THE
NORTH 1/2 OF SAID SECTION 16

S88°56'30"E 2391.25'

EAST LINE OF THE
NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 16

SECTION 9
SECTION 16

INGRESS/EGRESS
/UTILITIES EASEMENT

PARCEL F
(±7.498 ACRES)

PC

PT

S00°49'33"W 667.67'

NORTH LINE OF THE
SOUTH 60' OF THE SOUTHEAST
1/4 OF SECTION 9, TOWNSHIP 20
SOUTH, 24 EAST

WEST LINE OF THE
EAST 60' OF THE WEST 1/2 OF
THE NORTHEAST 1/4 OF
SECTION 16, TOWNSHIP 20
SOUTH, 24 EAST AND ITS
NORTHERLY EXTENSION THEREOF

EAST LINE, 35' PARCEL
DESCRIBED IN OFFICIAL RECORDS
BOOK 3177, PAGE 262

POINT OF BEGINNING
(PARCEL F)

PARCEL A

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	235.18'	385.00	035°00'00"	231.54'	N18°19'33"E
C2	113.01'	185.00	035°00'00"	111.26'	S18°19'33"W

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB CLYMER
FARNER
BARLEY
SURVEYING

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3128 L98498

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL. 6TH AMENDMENT\CHAPTER 183 AMENDED & RESTATED\DRAWING\LAKE VILLAGES OF WEST LAKE\AREA A-SHEET 47.DWG: SKETCH 10/18/2023 1:29 PM BY: RBA/HASER

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 48 OF 67

SOUTHWEST 1/4 OF SECTION 7

PARCEL C

WEST BOUNDARY
LINE OF SECTION 7

N89°02'38"E 750.00'

PARCEL G
OFFICIAL RECORDS BOOK
5257, PAGE 78
±6.03 ACRES

POINT OF BEGINNING

N00°57'22"W 350.00'

S00°57'22"E 350.00'

NORTH RIGHT-
OF-WAY LINE

N89°02'38"E 1347.80'

N00°55'51"W 50.00'

S89°02'38"W 750.00'

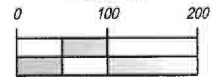
COUNTY ROAD NO. 470 (SIGN)
(A VARIABLE WIDTH RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY
MAP, STATE PROJECT #190747-2)

SOUTH LINE OF THE
SOUTHWEST 1/4 OF
SECTION 7

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 7,
TOWNSHIP 20 SOUTH, RANGE 24 EAST



NORTH



1 inch = 200 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB
CLYMER
FARNER
BARLEY
SURVEYING

4450 NE 63RD ROAD - WILLOWOOD, FL 34785
(352) 748-3128 LBB498

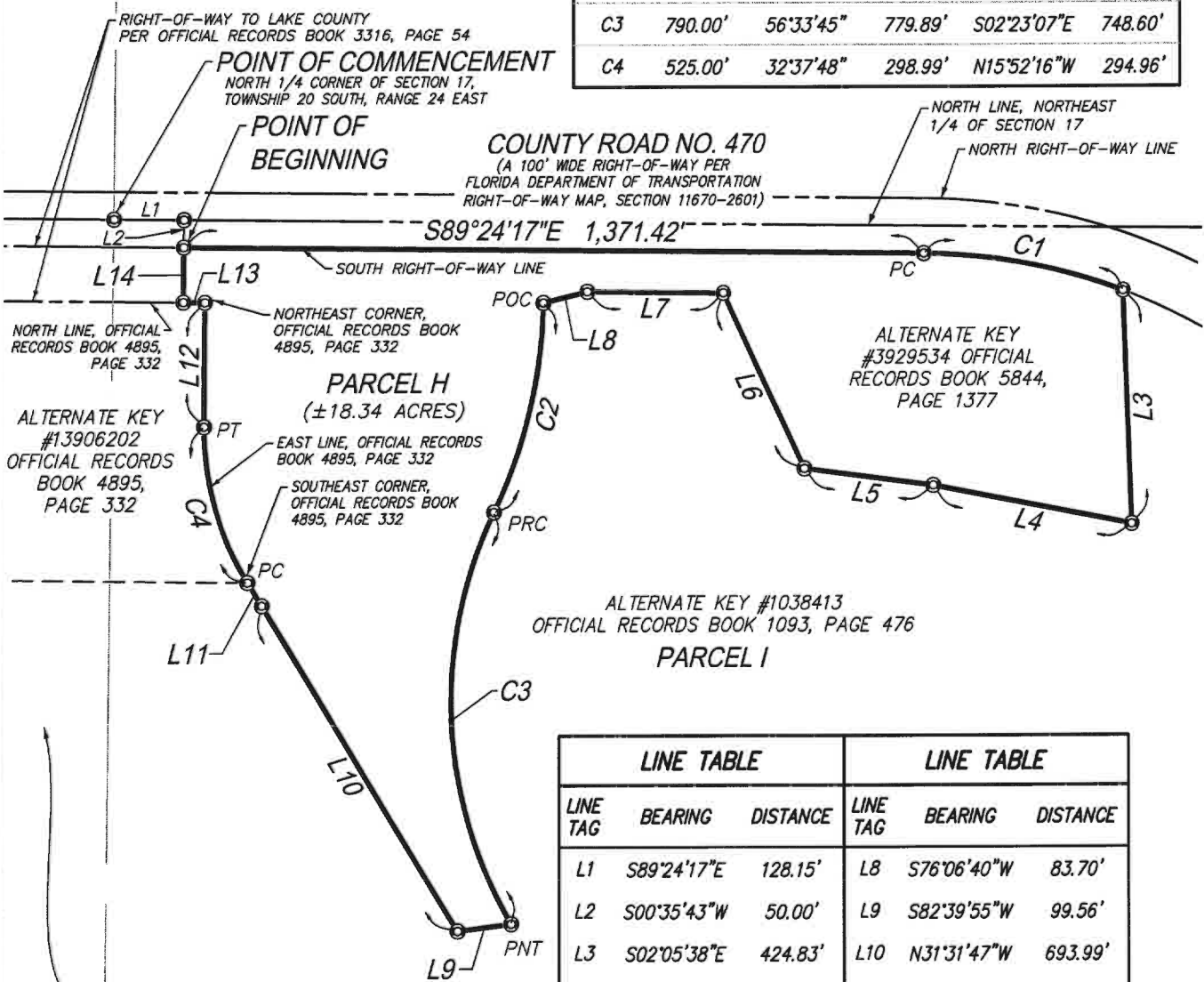
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

LEGEND:

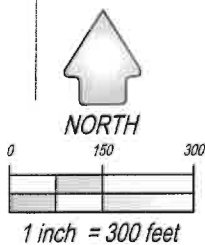
- LB = LICENSED BUSINESS
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- ⊙ = CHANGE IN DIRECTION

EXHIBIT " 1 "
SHEET 49 OF 67

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



LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L8	S76°06'40"W	83.70'
L2	S00°35'43"W	50.00'	L9	S82°39'55"W	99.56'
L3	S02°05'38"E	424.83'	L10	N31°31'47"W	693.99'
L4	N79°06'44"W	375.69'	L11	N32°11'10"W	50.00'
L5	N82°34'21"W	241.03'	L12	N00°26'37"E	226.37'
L6	N25°13'16"W	353.53'	L13	N89°23'51"W	39.47'
L7	N89°24'17"W	251.69'	L14	N00°35'43"E	100.00'



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEET 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES



CFB

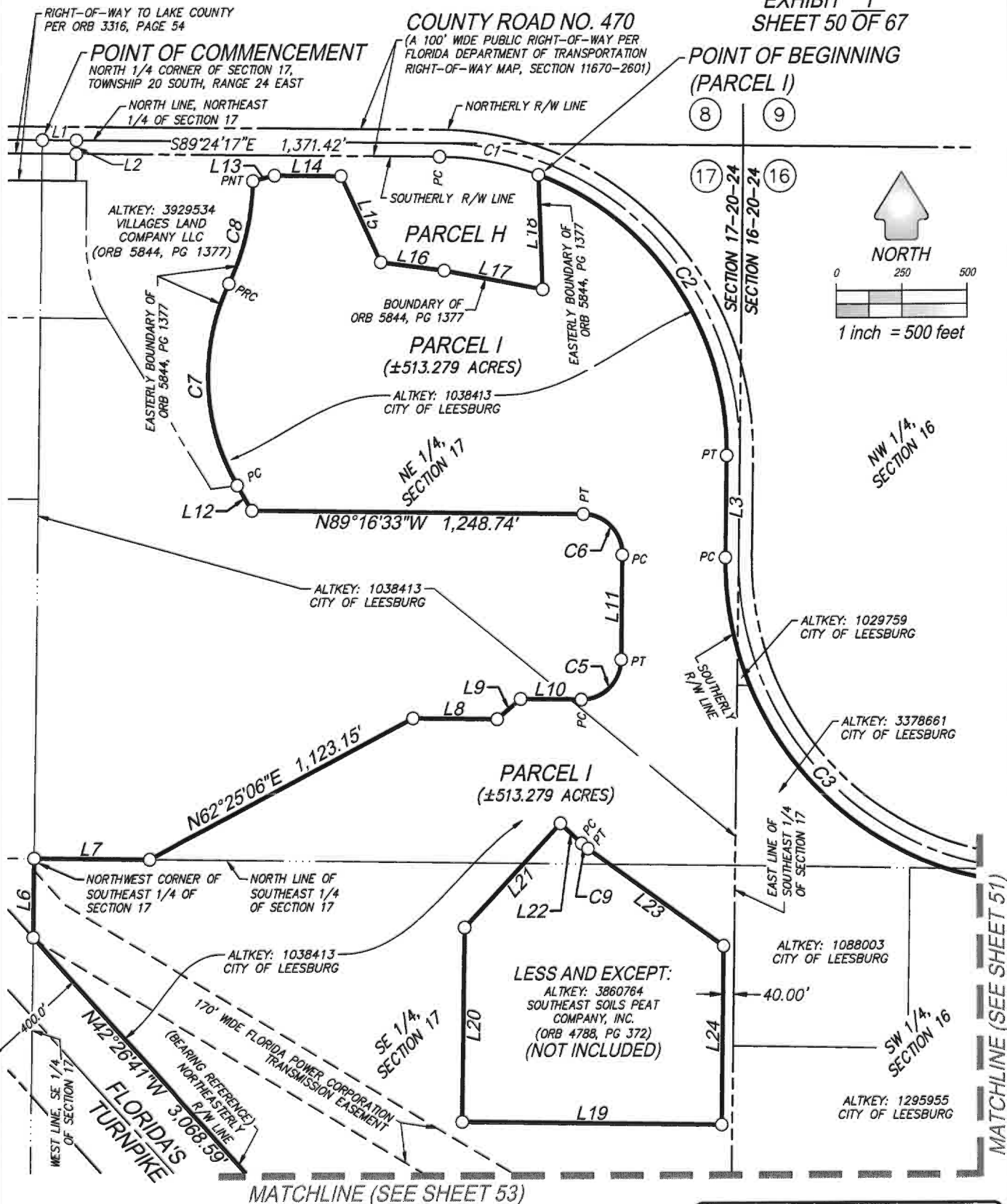
CLYMER
FARNAR
BARLEY

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

DRAWING NAME: S:\SURVEY\NEW\SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\HIBI COL SURVEY\CH\REV SHEETS 50-54.DWG :50 10/18/2023 1:32 PM BY: RBALHAUSER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "1"
SHEET 50 OF 67



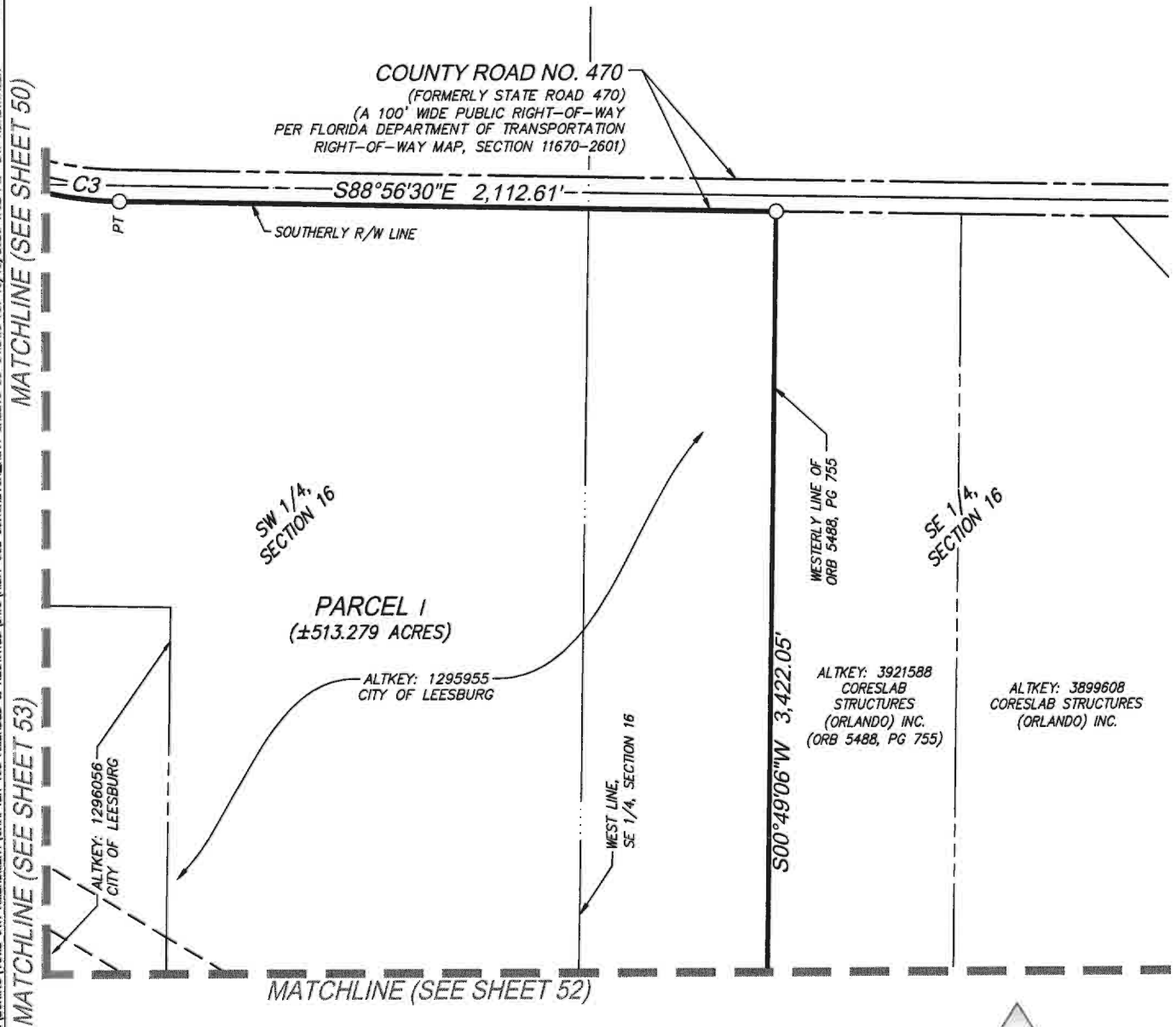
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



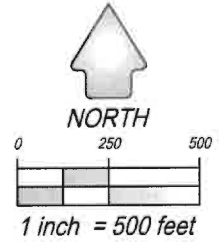
DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOL. 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DING RIBT COL. SURSKETCH NEW SHEETS 50-54 DING: ST 10/18/2023 1:32 PM BY: RBALHAGER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 51 OF 67



- LEGEND:**
- ALTKEY = ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
 - LB = LICENSED BUSINESS
 - POC = POINT ON CURVE
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - PRC = POINT OF REVERSE CURVATURE
 - PNT = POINT OF NON-TANGENCY
 - L# = REFERENCE TO LINE TABLE
 - C# = REFERENCE TO CURVE TABLE
 - ORB = OFFICIAL RECORDS BOOK
 - PG = PAGE
 - R/W = RIGHT-OF-WAY
 - = CHANGE IN DIRECTION
 - # = SECTION NUMBER



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

CFB
SURVEYING

4450 NE 63RD ROAD - WILLOWOOD, FL 34785
(352) 748-3125 1.89499

CLYMER
FARNER
BARLEY

MATCHLINE (SEE SHEET 50)

MATCHLINE (SEE SHEET 53)

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "1"
SHEET 52 OF 67

MATCHLINE (SEE SHEET 51)

SECTION 16-20-24
SECTION 21-20-24

170' WIDE FLORIDA POWER CORPORATION
TRANSMISSION EASEMENT
(ORB 319, PG 131)

PARCEL I
(±513.279 ACRES)

ALTKEY: 1088071
CITY OF LEESBURG

ALTKEY: 3921588
CORESLAB STRUCTURES
(ORLANDO) INC.
(ORB 5488, PG 755)

NW 1/4,
SECTION 21

ALTKEY: 1088101
CITY OF LEESBURG

NE'LY LINE OF 170' WIDE FLORIDA
POWER CORPORATION
TRANSMISSION EASEMENT
(ORB 319, PG 131)

ALTKEY: 3767501
CITY OF LEESBURG
(ABANDONED 50' WIDE
SEABOARD COAST LINE
(S.C.L.) AND ATLANTIC
COAST LINE (A.C.L.)
RAILROAD R/W)

ALTKEY: 5488, PG 755

COUNTY ROAD NO. 48
(FORMERLY STATE ROAD 48)
(A 100' WIDE PUBLIC RIGHT-OF-WAY
PER STATE ROAD DEPARTMENT
RIGHT-OF-WAY MAP, PROJECT NO. 1092)

ALTKEY: 1701244
CITY OF LEESBURG

ALTKEY: 2610808
CITY OF LEESBURG

ALTKEY: 1088101
CITY OF LEESBURG

POINT OF BEGINNING
(PARCEL J)

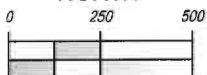
PARCEL J
(±0.390 ACRES)

SW 1/4,
SECTION 21

SE 1/4,
SECTION 21



NORTH



1 inch = 500 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

LEGEND:

- ALTKEY= ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
- LB = LICENSED BUSINESS
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- R/W = RIGHT-OF-WAY
- = CHANGE IN DIRECTION
- # = SECTION NUMBER

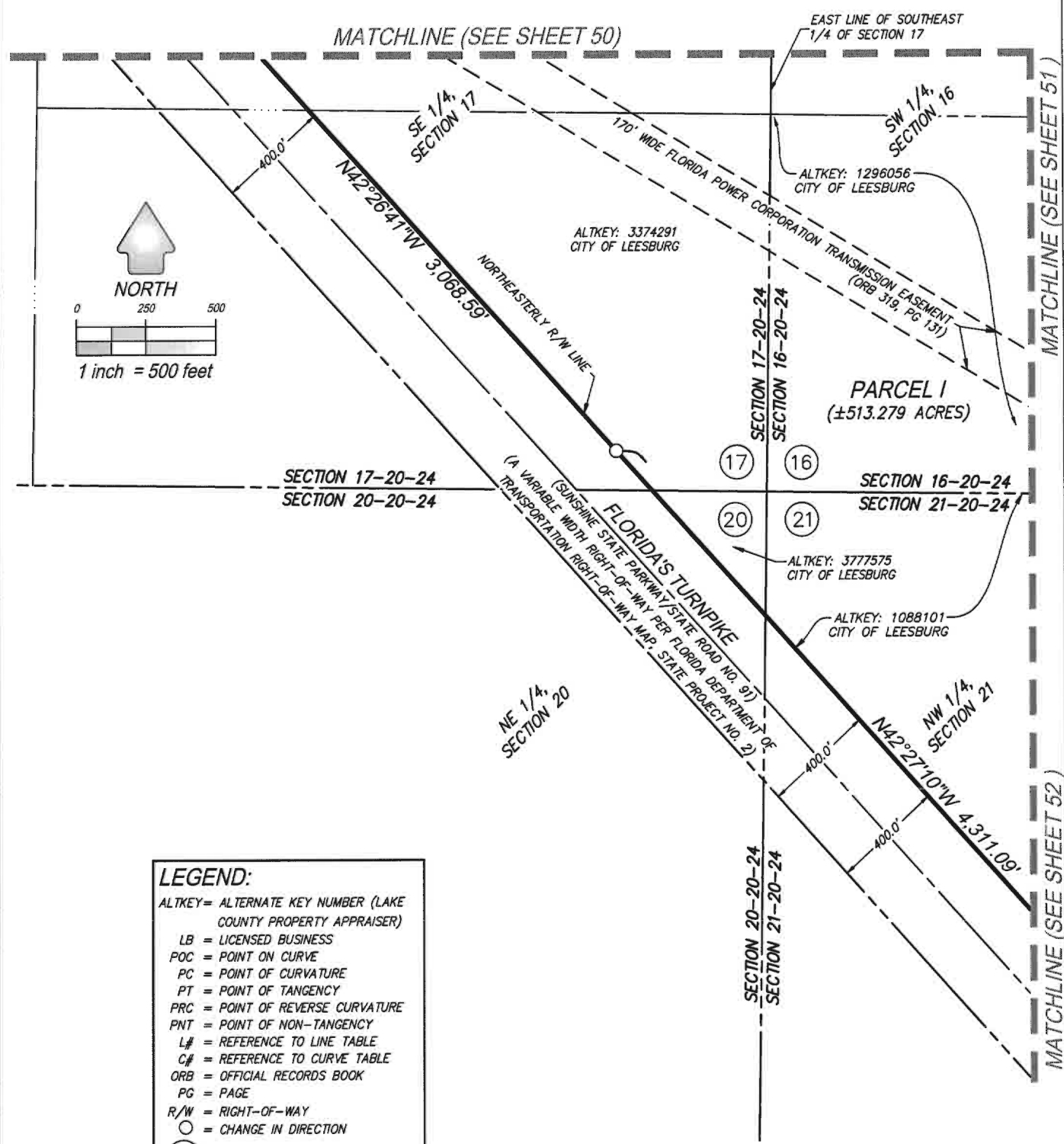


CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD • WILLOWOOD, FL 34785
(352) 749-5125 L186408

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\RIGHT COL SURVEY\CH-REV1 SHEETS 50-54.DWG :S3 10/18/2023 1:33 PM BY: RBALHASEN

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 53 OF 67



- LEGEND:**
- ALTKEY= ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
 - LB = LICENSED BUSINESS
 - POC = POINT ON CURVE
 - PC = POINT OF CURVATURE
 - PT = POINT OF TANGENCY
 - PRC = POINT OF REVERSE CURVATURE
 - PNT = POINT OF NON-TANGENCY
 - L# = REFERENCE TO LINE TABLE
 - C# = REFERENCE TO CURVE TABLE
 - ORB = OFFICIAL RECORDS BOOK
 - PG = PAGE
 - R/W = RIGHT-OF-WAY
 - = CHANGE IN DIRECTION
 - Ⓢ = SECTION NUMBER

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

**CFB**
SURVEYING

**CLYMER
FARNER
BARLEY**

4450 NE 83RD ROAD • WILDOOD, FL 34705
(352) 748-3129 LBB-98

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 54 OF 67

PARCELS I & J - LINE & CURVE TABLES

LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L15	S25°13'16"E	353.53'
L2	S00°35'43"W	50.00'	L16	S82°34'21"E	241.03'
L3	S00°46'52"W	378.96'	L17	S79°06'44"E	375.69'
L4	S36°40'00"E	220.60'	L18	N02°05'38"W	424.83'
L5	S45°35'30"W	474.19'	L19	N89°14'36"W	979.99'
L6	N00°40'32"E	292.28'	L20	N00°45'24"E	718.13'
L7	S89°16'18"E	432.67'	L21	N43°01'55"E	526.51'
L8	S89°16'33"E	314.79'	L22	S47°01'21"E	109.30'
L9	N49°47'08"E	115.47'	L23	S54°59'07"E	629.54'
L10	S89°16'33"E	229.01'	L24	S00°45'24"W	660.53'
L11	N00°43'27"E	388.57'	L25	N42°27'10"W	85.05'
L12	N30°39'59"W	108.77'	L26	N45°35'30"E	200.12'
L13	N76°06'40"E	83.70'	L27	S42°27'10"E	85.05'
L14	S89°24'17"E	251.69'	L28	S45°35'30"W	200.12'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	1096.40'	70°24'22"	1,347.27'	S34°25'19"E	1,264.09'
C3	1195.82'	89°43'22"	1,872.61'	S44°04'49"E	1,687.05'
C4	5774.76'	9°46'15"	984.78'	S50°28'35"W	983.58'
C5	150.00'	90°00'00"	235.62'	N45°43'27"E	212.13'
C6	150.00'	90°00'00"	235.62'	N44°16'33"W	212.13'
C7	790.00'	56°33'45"	779.89'	N02°23'07"W	748.60'
C8	910.00'	24°51'03"	394.69'	N13°28'14"E	391.61'
C9	225.00'	7°57'47"	31.27'	S51°00'14"E	31.25'

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 63RD ROAD • WILDIWOOD, FL 34785
(352) 743-3125 LB9496

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

DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOLUME 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED VOLUME OF SURVEY RETAINED PARCEL SHEETS 55-57 DWG: 55-57 DWG: 55-57 10/18/2023 1:43 PM BY: BBA/HASER

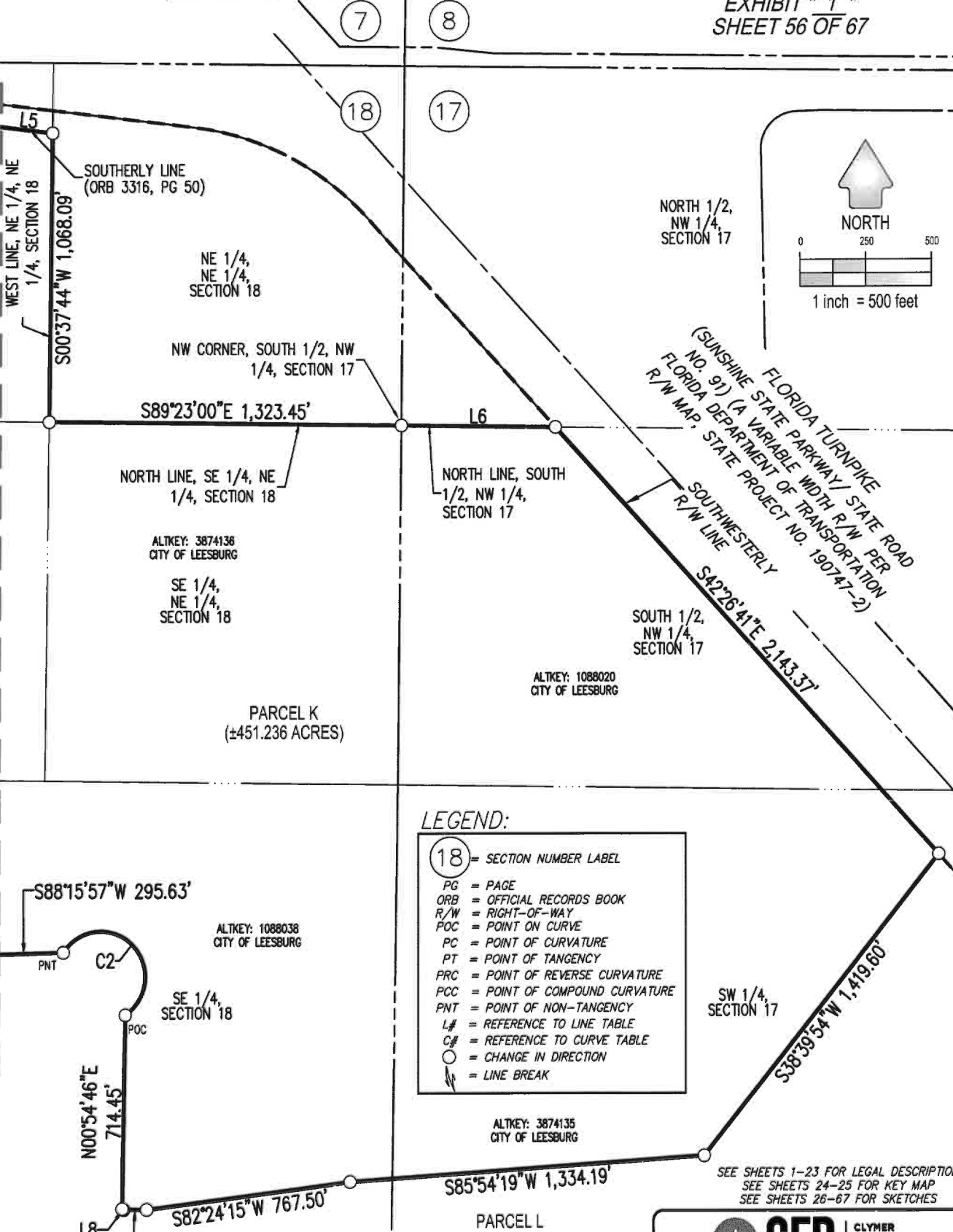
SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 56 OF 67

MATCHLINE (SEE SHEET 55)

MATCHLINE (SEE SHEET 55)



LEGEND:

- (18) = SECTION NUMBER LABEL
- 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

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB
SURVEYING
4460 NE 83RD ROAD - WILDLWOOD, FL 34785
(352) 746-3126 L98498

CLYMER
FARNER
BARLEY

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 57 OF 67

PARCEL K - LINE & CURVE TABLES

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S89°23'45"E	1985.90'
L2	S00°36'15"W	61.00'
L3	S89°23'45"E	541.47'
L4	S89°24'47"E	1075.81'
L5	S83°10'13"E	247.82'
L6	S89°20'03"E	578.34'
L7	S89°40'26"W	86.96'
L8	N63°08'28"W	6.16'
L9	N89°28'17"E	16.83'
L10	N00°31'43"W	160.00'
L11	S89°28'17"W	32.87'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	122.00'	90°00'00"	191.64'	S44°23'45"E	172.53'
C2	168.00'	203°46'34"	597.50'	N45°24'39"W	328.79'
C3	1595.00'	22°23'35"	623.38'	S77°04'09"W	619.42'
C4	775.00'	64°01'58"	866.13'	N82°06'39"W	821.75'
C5	168.00'	101°21'38"	297.20'	N40°26'25"W	259.94'
C6	935.00'	1°54'03"	31.02'	S31°44'12"E	31.02'
C7	138.00'	51°17'40"	123.55'	S00°01'03"E	119.46'
C8	700.00'	119°06'05"	1,455.10'	N68°40'11"W	1,206.91'
C9	138.00'	46°10'17"	111.21'	N50°39'26"E	108.22'
C10	168.00'	111°07'45"	325.85'	S89°28'17"W	277.12'
C11	505.00'	37°27'07"	330.10'	N71°48'09"W	324.25'

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

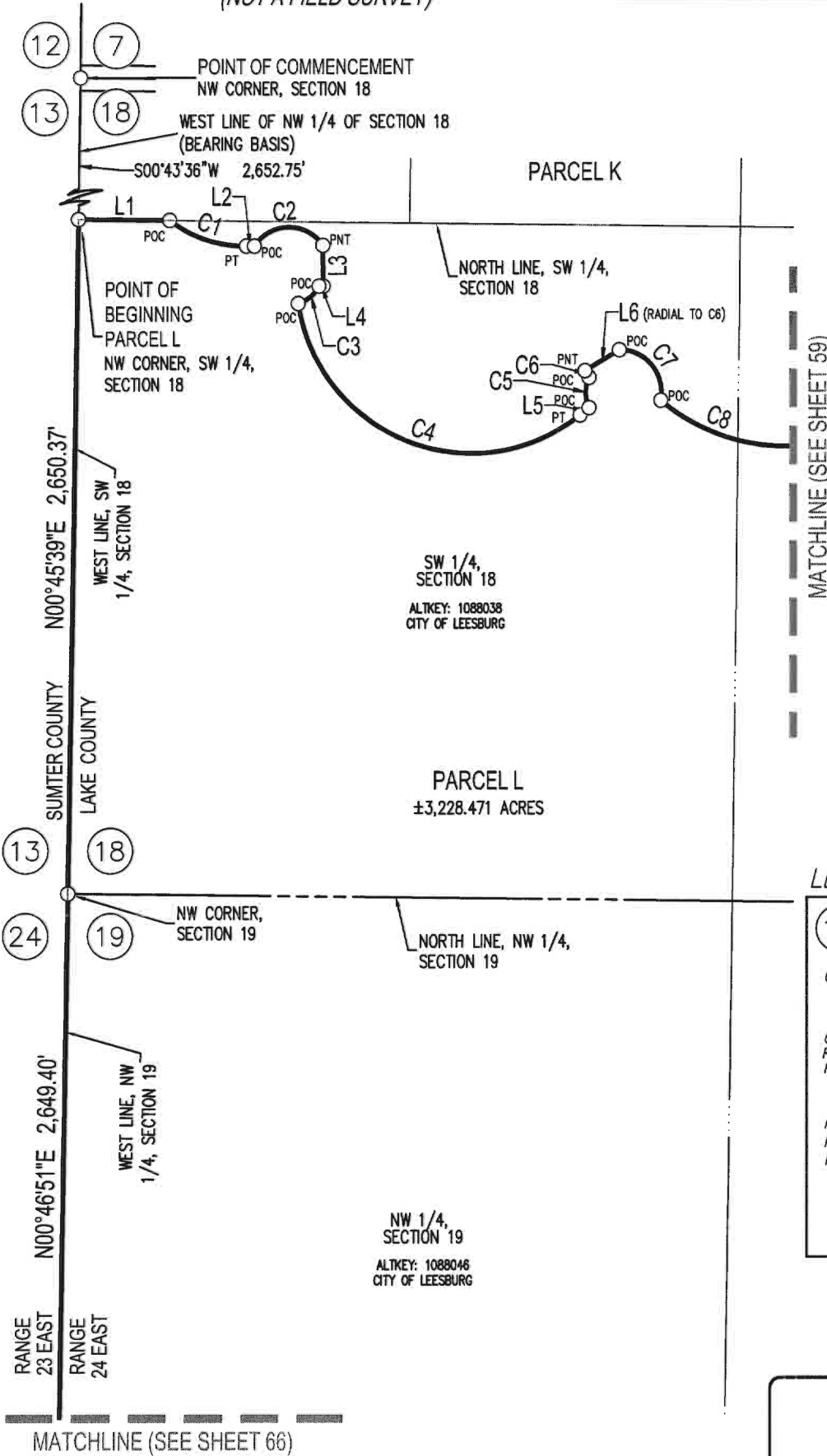


CFB
SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD - WILLOWOOD, FL 34786
(352) 748-3126 L88498

DRAWING NAME: S:\SURVEY\NEW SURVEY\NAME\VILLAGES OF WEST LAKE\ZONING\NOM. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESISTED\UNMS OF SURSKECH PURCHASE SHEETS 58-67.DWG : 58 10/18/2023 1:45 PM BY: RBALTRASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 58 OF 67



LEGEND:

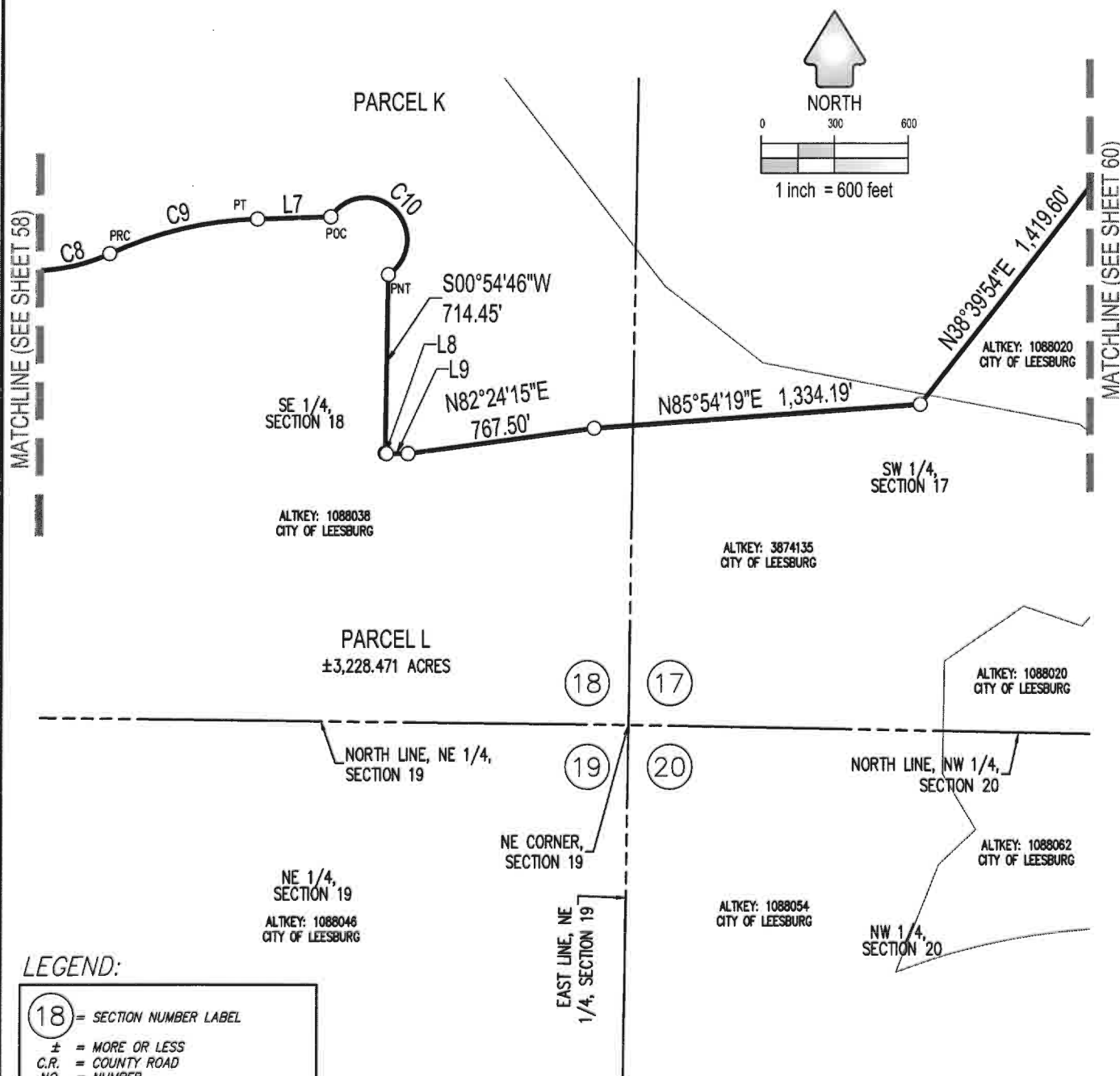
- 18 = SECTION NUMBER LABEL
- ± = MORE OR LESS
- C.R. = COUNTY ROAD
- NO. = NUMBER
- LB = LICENSED BUSINESS
- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- = CHANGE IN DIRECTION
- = LINE BREAK

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD - WILDLWOOD, FL 34785
(352) 748-3128 LB9498

EXHIBIT " 1 "
SHEET 59 OF 67



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

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB | **CLYMER
FARNER
BARLEY**
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 188496

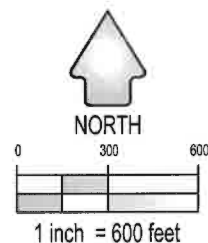
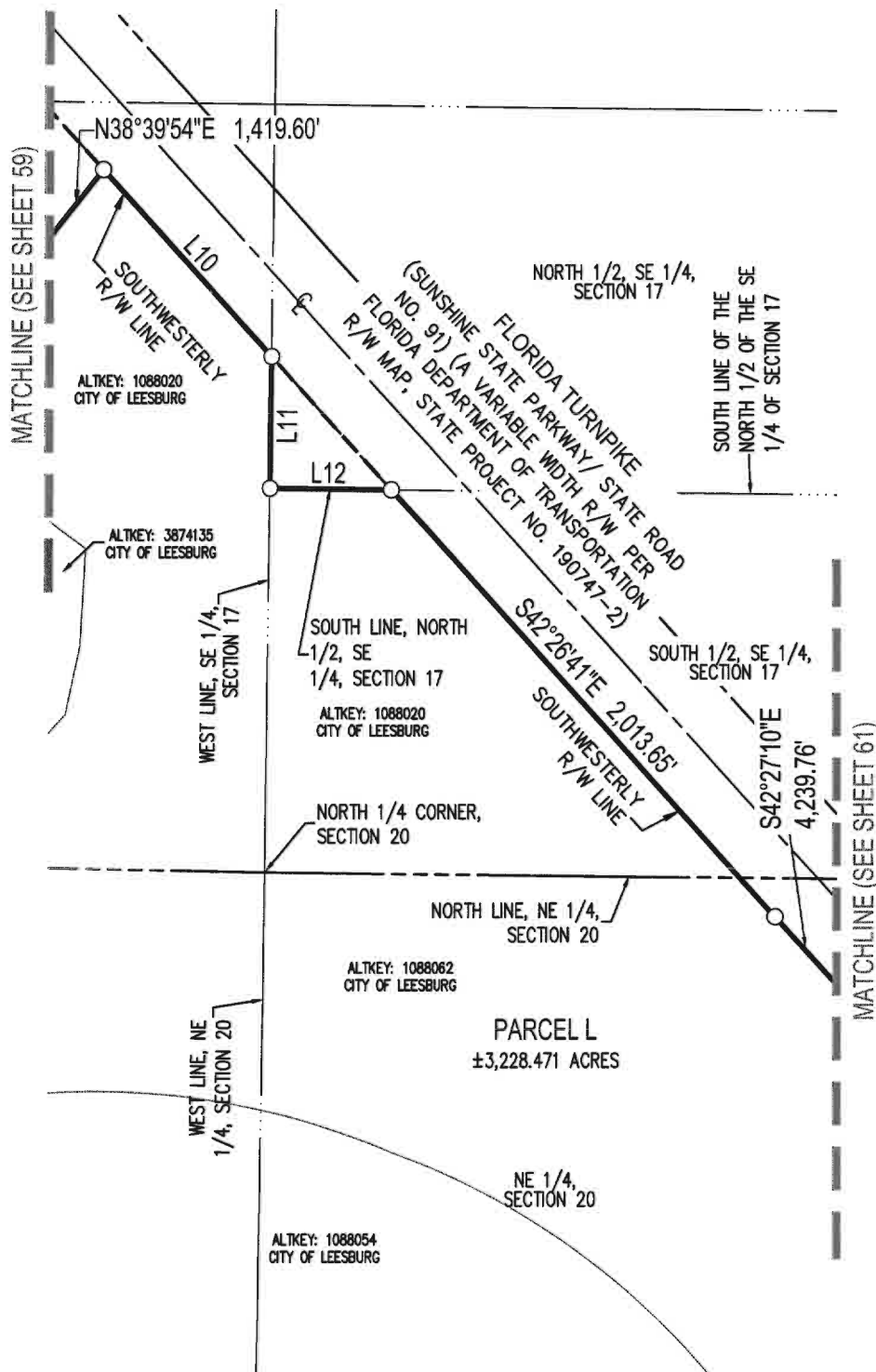
DRAWING NAME: S:\SURVEY\NEW SURVEY\NEW VILLAGES OF WEST LAKE VILLAGES\VOL. 61\H\AMENDMENT\CHAPTER 1\3\AMENDED & RESTATED\UNCLIP\59 SURVEY\PURCHASE SHEETS 58-67.DWG: 1:45 PM 01/10/2023 1:45 PM BY: BATHWASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 60 OF 67

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



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD - WILLOWOOD, FL 34765
(852) 748-5128 LB9408

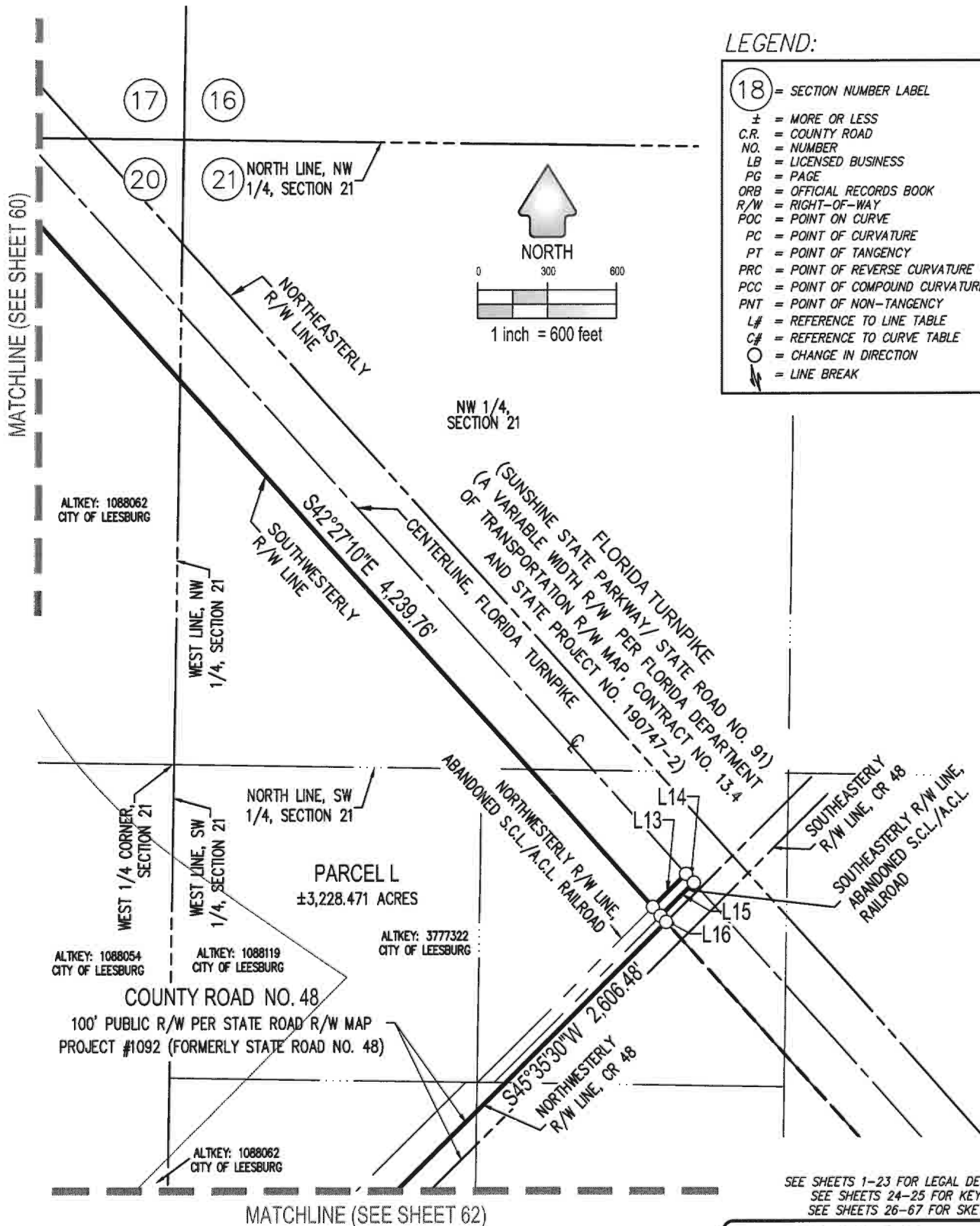
DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\NOM. 61H\AMENDMENT\CHAPTER 183\AMENDED & REVISED\UNITS\SP SURVEY\LAKE PURCHASE SHEETS 58-67\DWG. 01 10/18/2023 1:45 PM BT: RBA\THASER
DRAWING NUMBER: 183PSM 285 Block.cdw

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 61 OF 67

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



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



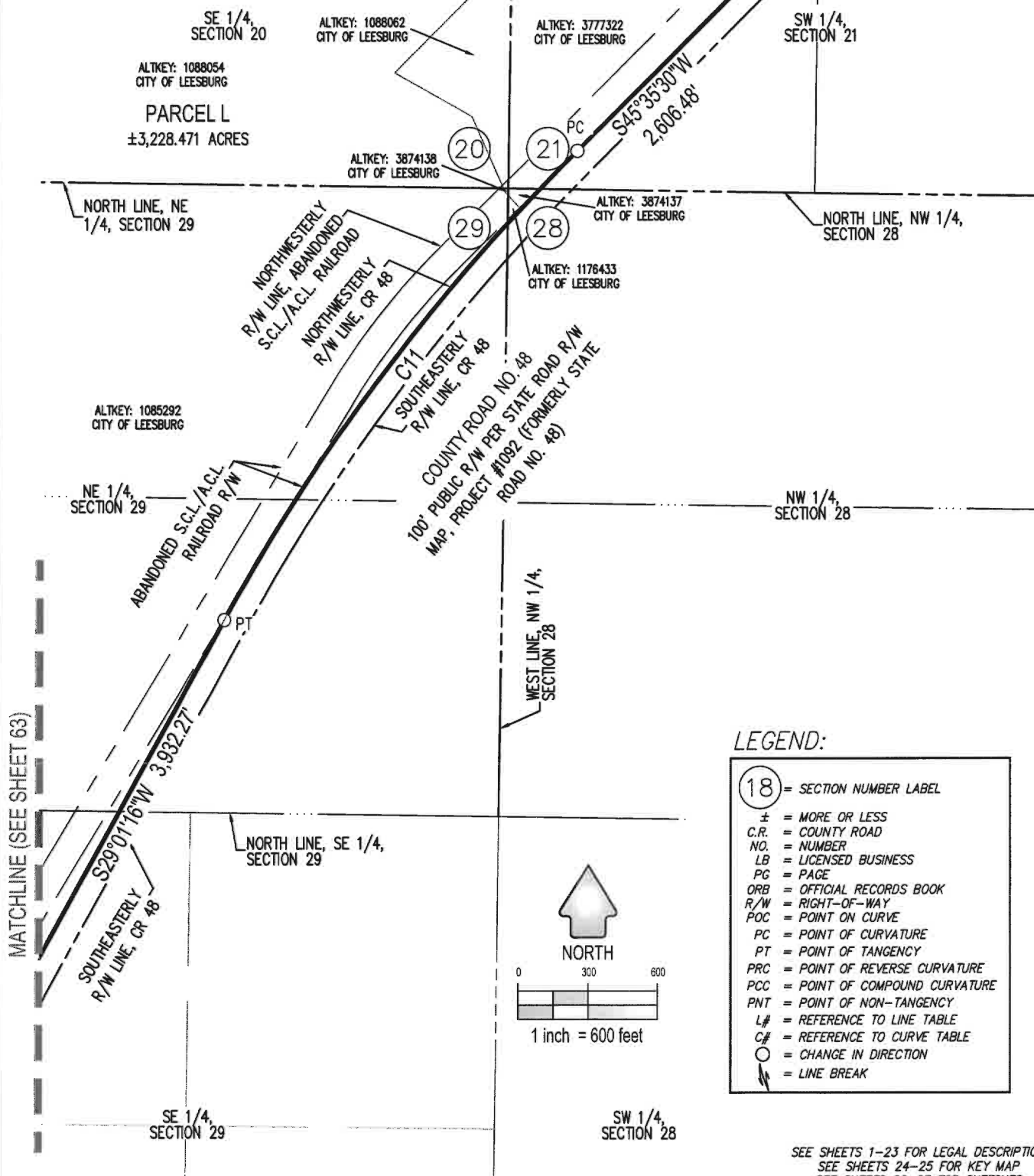
CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 63RD ROAD - WILDWOOD, FL 34785
(352) 748-3125 LBB498

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL. 6111\ADJUDICATION\CHAPTER 103\AMENDED & RESTATED\UNITS\SP SURVEY\FOR PURCHASE SHEETS 58-67.DWG : 62/10/18/2023 1:48 PM BY: RBA/HASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 62 OF 67

MATCHLINE (SEE SHEET 61)



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

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

**CFB**
SURVEYING

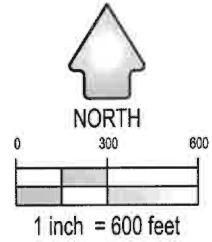
Clymer
Farnier
Barley

4480 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 1B6489

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\NOM. 6TH AMENDMENT\CHAPTER 103 AMENDED & RESISTED\UNGS\SP. SURVEY\CH. PURCHASE SHEETS 56-67.DWG : 63 10/18/2023 1:40 PM BY: RBA\THASER

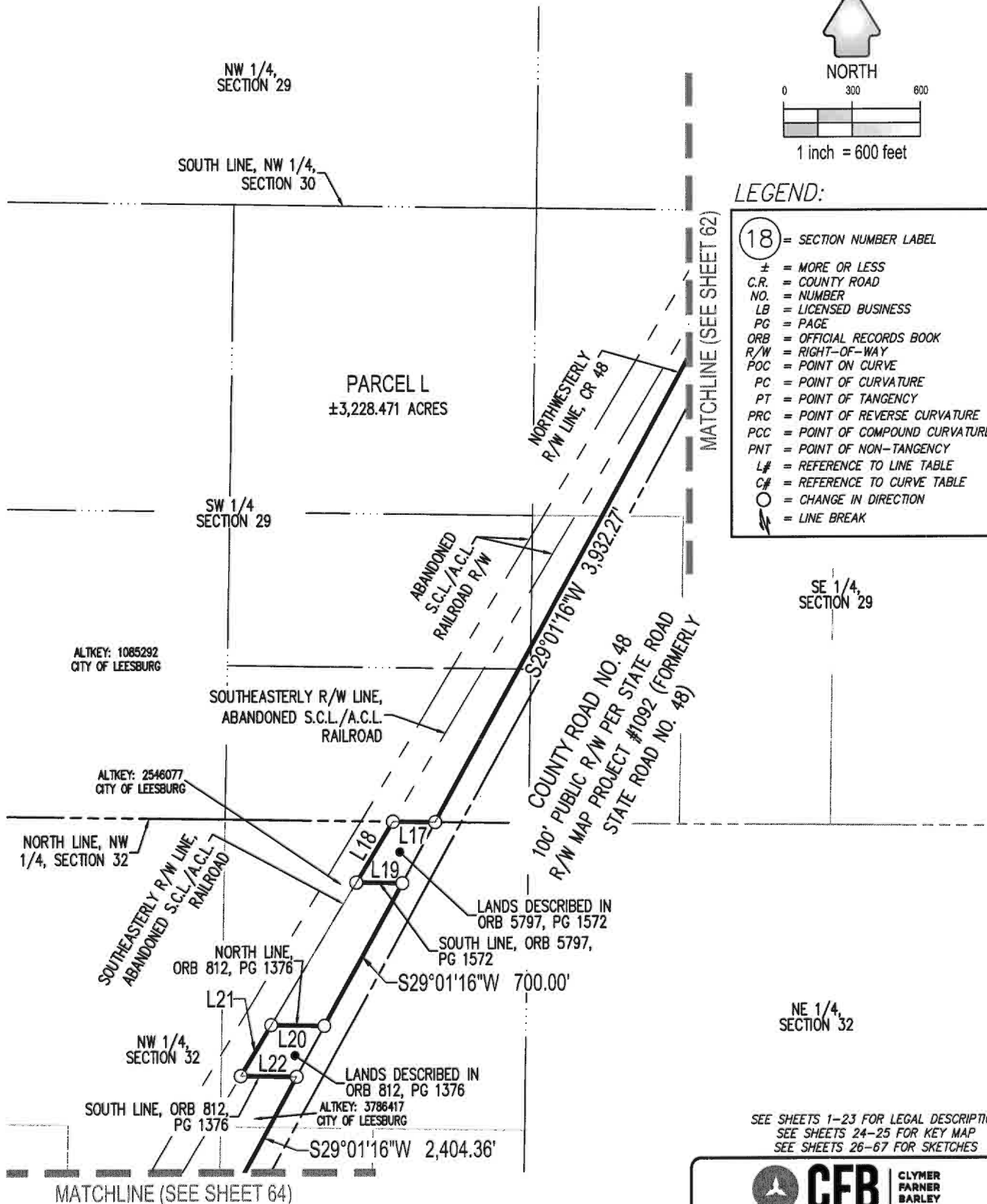
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 63 OF 67



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
- PCC = 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



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

CFB SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 93RD ROAD - WILDLAND, FL 34785
(352) 748-3128 1/30498

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 64 OF 67

MATCHLINE (SEE SHEET 65)

MATCHLINE (SEE SHEET 63)

N89°12'12"W 2,647.14'

N00°50'27"E 1,323.15'

WEST LINE, NE 1/4,
SECTION 31



NORTH

0 300 600
1 inch = 600 feet

NE 1/4,
SECTION 31

ALTKEY: 1176441
CITY OF LEESBURG

PARCEL L
±3,228.471 ACRES

SOUTH LINE, NE 1/4,
SECTION 31

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,
SE 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,
SE 1/4, SECTION 31

N89°13'10"W 1,279.73'

ALTKEY: 2546069
CITY OF LEESBURG

SW 1/4, SE 1/4,
SECTION 31

SE 1/4, SE 1/4,
SECTION 31

ALTKEY: 1296617
CITY OF LEESBURG

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

ALTKEY: 3786416
CITY OF LEESBURG

NORTH LINE, ORB
2587, PG 478

ALTKEY: 2546077
CITY OF LEESBURG

ALTKEY: 3786417
CITY OF LEESBURG

LANDS DESCRIBED IN
ORB 2587, PG 478

LANDS DESCRIBED IN
ORB 2808, PG 2197

ALTKEY: 2546077
CITY OF LEESBURG

ALTKEY: 1504996
CITY OF LEESBURG

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

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB CLYMER
FARNER
BARLEY
SURVEYING

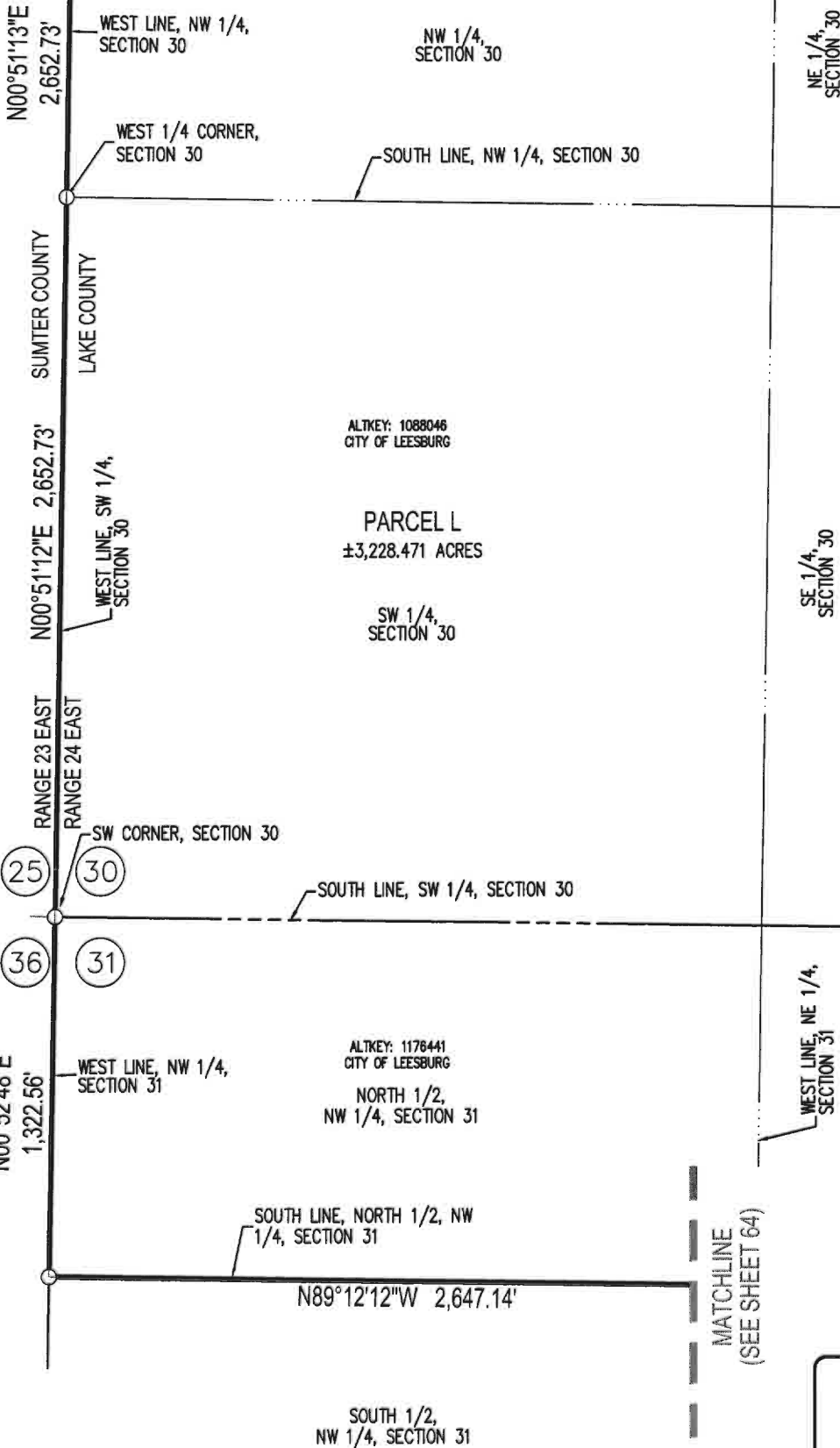
4490 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 746-3126 LBS405

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\CONVING\0611 AMENDMENT 2 RESTATED\CONVING\SP SURVEY\PURCHASE SHEETS 50-67.DWG : 65 10/10/2023 1:47 PM BY: REALTYASR

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

MATCHLINE (SEE SHEET 66)

EXHIBIT " 1 "
SHEET 65 OF 67



ALTKEY: 1088046
CITY OF LEESBURG

PARCEL L
±3,228.471 ACRES

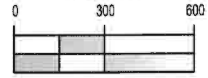
SW 1/4,
SECTION 30

ALTKEY: 1178441
CITY OF LEESBURG

NORTH 1/2,
NW 1/4, SECTION 31

SOUTH LINE, NORTH 1/2, NW
1/4, SECTION 31

SOUTH 1/2,
NW 1/4, SECTION 31



1 inch = 600 feet

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

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB | CLYMER
FARNER
BARLEY
SURVEYING

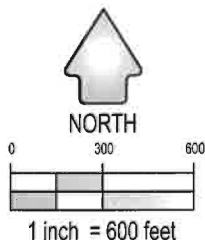
4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 746-5123 LBN/MS

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAND VILLAGES OF WEST LAKE VILLAGE\VOL. 6TH AMENDMENT\CHAPTER 183 AMENDED & RESTATED\LINE 59 SURVEY PURCHASE SHEETS 58-67.DWG : 08/10/2023 1:47 PM BY: REALTRASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 66 OF 67

MATCHLINE (SEE SHEET 58)



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

NE 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

ALTKEY: 1088046
CITY OF LEESBURG

SW 1/4,
SECTION 19

PARCEL L
±3,228.471 ACRES

SE 1/4,
SECTION 19

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

ALTKEY: 1088160
CITY OF LEESBURG

NE 1/4,
SECTION 30

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

MATCHLINE (SEE SHEET 65)

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 63RD ROAD - WILDLWOOD, FL 34785
(352) 748-3128 LBB#489

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

(NOT A FIELD SURVEY)

PARCEL L - LINE & CURVE TABLES

EXHIBIT " 1 "
SHEET 67 OF 67

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"	325.85'	N89°28'17"E	277.12'
C3	138.00'	46°10'17"	111.21'	S50°39'26"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	119.46'
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°18'23"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	160.00'
L4	S89°28'17"W	16.83'
L5	N51°46'46"E	45.87'
L6	N59°12'50"E	160.00'
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	255.67'
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'

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



CFB | **CLYMER
FARNER
BARLEY**
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

Land Use Conversion Table The Villages of West Lake Revised October 2020																						
Land Use Conversion			TO:																	ITE Trip Generation Manual 10 th Edition PM Peak Hour Trip Generation		
			Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office			
		Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM:	Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential ¹	N/A	T= 0.35 *(X), X is # of Dwelling Units
	Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential ¹	N/A	T= 0.20 *(X), X is # of Dwelling Units
	Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family ²	N/A	T= 1.23 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) ²	N/A	T= 0.70 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) ²	N/A	T= 0.55 *(X), X is # of Dwelling Units
	Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), X is # of Dwelling Units
	Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), X is # of Beds
	Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), X is # of Beds
	Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), X is # of Beds
	Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), X is 1,000 Square Feet
	Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), X is 1,000 Square Feet
	Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), X is # of Students
	General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), X is 1,000 Square Feet
	Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), X is 1,000 Square Feet
	Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), X is # of Rooms
	Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), X is 1,000 Square Feet
	Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), X is 1,000 Square Feet

¹ Source: Villages O-D Survey

² The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

PERMITTED USES IN THE VILLAGES OF WEST LAKE

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

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

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

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

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

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

The Villages®

The Villages of West Lake

Land Development Regulations

September 2022



Prepared by:



Table of Contents

Chapter 1: General Provisions and Procedures	3
1.1. Statement of Intent	3
1.2. General Development Provisions	3
1.3. The Villages Development Review Committee	4
1.4. The Villages Architectural Review Committee	4
1.5. Project Approval Process and Closeout Procedures	4
1.6. Community Development Districts	6
1.7. Utility Providers	6
1.8. Additional Studies	6
Chapter 2: Definitions and Interpretations	7
2.1. Interpretations of Certain Terms and Words	7
2.2. Definitions	7
Chapter 3: Zoning and Architectural Standards	14
3.1. General	14
3.2. Principal Uses	14
3.3. Accessory Uses and Structures	15
3.4. Temporary Uses	15
3.5. Variances	15
3.6. Recreational Vehicle Developments	15
3.7. Buffer Requirements	17
3.8. Commercial Architectural Standards	19
3.9. Street Names and Address Numbers	20
Chapter 4: Site Plan Regulations	21
4.1. Site Plan Review Process and Permits	21
4.2. Site Plan Requirements	22
4.3. Site Plan Permit Exemptions	23
Chapter 5: Subdivision Regulations	24
5.1. General	24
5.2. Procedure for Subdividing Land	24
5.3. Lot Split/Lot Line Deviation	25

5.4.	Subdivision/Improvement Plan Submittal Requirements	25
5.5.	Final Plat Submittal Requirements	26
5.6.	Completion and Inspection of Improvements	27
5.7.	Model Homes	28
Chapter 6: Technical Standards		29
6.1.	Potable Water	29
6.2.	Sanitary Sewer	30
6.3.	Drainage and Stormwater Management	32
6.4.	Roads and Sidewalks	33
6.5.	Parking Requirements	35
6.6.	Tree Protection	37

List of Tables

Table 3-1: Density, Intensity, Lot Standards, Buffers, Setbacks.....	18
Table 6-1: Minimum Pipe Slopes	31
Table 6-2: Pipe Lengths.....	32
Table 6-3: Minimum Requirements for On-Site Conveyance Systems	32
Table 6-4: Pavement and Drainage Criteria.....	33
Table 6-5: Non-Residential Access to Major Collector Roadways	33
Table 6-6: Minimum Centerline Radius Criteria	34
Table 6-7: Rights-Of-Way Widths	34
Table 6-8: Residential Driveway Access Standards.....	34
Table 6-9: Minimum Standards for Off-Street Parking Requirements for Nonresidential Land Uses	36

List of Appendices

Appendix 1: The Villages Construction and Development Manual, Latest Edition
Appendix 2: Development and Plat Application
Appendix 3: Engineer’s Certification of Satisfactory Completion and Final Construction Clearance Procedure
Appendix 4: Electronic Application Submittal

Chapter 1: General Provisions and Procedures

1.1. Statement of Intent

(A) Purpose

The purpose and intent of this Land Development Regulation (LDR) is to create a customized set of regulations that applies only to The Villages development(s) located within the City of Leesburg (City), Florida, which is only a portion of and supports the larger Villages community, located within Sumter County, Lake County, the City of Wildwood, the Town of Lady Lake, and the City of Fruitland Park. The regulations and requirements contained herein have been made in accordance with the City's comprehensive plan while providing the Developer a reasonable assurance that The Villages development principles can be achieved and maintained. The City's portion of the overall development needs to maintain continuity with the remainder of The Villages, as it is a mature development with most of the residential units, street system, parks, recreation, and amenities in place to serve its residents. Thus, any requirements must consider The Villages as a whole, and not simply the portion within the City. In addition, this Code provides clarity and continuity for future development of The Villages within the City. This LDR, along with The Villages Construction and Development Manual, establishes the development standards that apply to this project, as amended by the Developer. The City of Leesburg's Code of Ordinances shall not be used to govern the development of this project. Any item omitted from this code shall be established and/or resolved by The Villages Development Review Committee (DRC).

(B) Requirements

In their interpretation and application, the provisions of this LDR require the following:

- (1) Promote the public health, safety, and general welfare of the residents;
- (2) Protect the character and maintain the stability of residential, commercial, industrial, agricultural, educational, cultural, recreational, historical, and environmental areas within the development;
- (3) Protect natural and environmentally significant resources;
- (4) Provide adequate open spaces and recreation facilities, which meet the needs of the residents;
- (5) Promote transportation choices to reduce traffic congestion and to improve mobility;
- (6) Define the powers and duties of the DRC;
- (7) Define the powers and duties of the Architectural Review Committee (ARC);
- (8) Ensure that all future development approvals and permits for both new and existing projects comply with this LDR;
- (9) Accomplish a more desirable community and environment than would be possible through the strict application of LDR requirements;
- (10) Create functional and aesthetic developments;
- (11) Preserve the natural resources of the land by providing scenic, functional, and interconnected open areas;
- (12) Minimize infrastructure and cost of streets and utilities throughout the development due to an efficient use of land.

1.2. General Development Provisions

(A) Conformity with Regulations

Following, and upon adoption of, the Chapter 163 Agreement and this LDR:

- (1) The regulations contained within this LDR shall be adhered to on all lands contained within the Age-Restricted Development (ARD) zoning classification known as The Villages of West Lake (VOWL);
- (2) No building, structure, or land shall be used or occupied unless in conformity with all of the regulations specified by this LDR;
- (3) No building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered unless in conformity with all of the regulations specified by this LDR;
- (4) No building or other structure shall be erected or altered in such a manner as to exceed the permitted density or intensity provisions or occupy a greater portion of the lot area than allowed.

(B) Permit Required

No site plan or subdivision shall be approved, no plat shall be recorded, nor shall any building permit, Certificate of Occupancy (CO), or any other type of development order or permit be executed, unless the project meets all the requirements of, and has been approved in accordance with, this LDR.

1.3. The Villages Development Review Committee

The Villages DRC is a representative committee designated by the Developer to enforce the design standards that cover the commercial portion of the development. The design standards control the architectural, layout, and landscaping within the Project and provide for the authority of the Developer to enforce the design and intent of the commercial development. No commercial construction shall occur without approval from the City and the DRC.

1.4. The Villages Architectural Review Committee

The Villages ARC or its designee shall enforce the design standards and deed restrictions of the Developer that cover the residential portion of the development. The restrictions control changes to homes and home sites and provide for the authority of the Developer to enforce the design and intent of the residential development. Residential dwelling units or minor appurtenances thereto, such as private swimming pools, fences, yards, etc., shall be reviewed and approved by the ARC and permitted with the City.

1.5. Project Approval Process and Closeout Procedures

The purpose of this section is to establish consistent requirements and procedures for reviewing applications for site plan and/or subdivision approval.

(A) Projects required to obtain permits from the City shall adhere to the following process:

- (1) Application for development plan approval (Appendix 2) shall be made to the City Manager or designee and include the appropriate review fee. Application shall contain electronic plans (Appendix 4), signed and sealed by a registered professional engineer. Plans shall be prepared according to the standards of this LDR. No pre-application meeting is required. However, a Developer or land owner may request a meeting with staff for the purpose of discussing the proposed development prior to the formal application for approval as requested.
- (2) Within two (2) working days of the receipt of an application, the City shall determine whether the submittal is complete. Applicant will be notified immediately of an incomplete submittal.
- (3) When an application is determined to be complete, it shall be distributed for staff review no later than one (1) week from the date the application was determined to be complete.

- (4) All applications shall be reviewed by the staff and comments shall be delivered to the Applicant within 10 working days after application is determined complete.
- (5) The City Manager or designee shall issue a development order/permit within five (5) working days of unconditional staff approval or verification that the City Commission conditions for approval have been met. No site plan or improvement plan shall go before the Planning and Zoning Board and City Commission.
- (6) All site plan approvals shall terminate and become null and void automatically without notice if construction has not commenced within 24 months from the date of approval unless the Developer, City, and DRC agree to extend the approval.
- (7) The City agrees to initiate a Residential Building Permit Plan Review and issue a Residential Building Permit within 24 hours of submission, excluding weekends and holidays. The City agrees to initiate a nonresidential Building Plan Review and issue a nonresidential Building Permit within five (5) days of submission, excluding weekends and holidays. The City also agrees to issue residential and nonresidential Certificates of Occupancy within 24 hours of final inspection.
- (8) The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utility designs are not required to be provided to the City for review. Easements and/or tract widths for utilities not owned by the City shall be determined by the utility having ownership and maintenance responsibilities.
- (9) Building elevations are not required for residential or commercial plan approval.
- (10) Plan changes made to the approved plans during construction shall be provided to the City's Planning and Zoning manager and Building Department to be placed into the file of record to update their records. A modification to the permit will not be required, unless required by the Planning and Zoning manager.

(B) Closeout Procedures

Unless a later date is requested by the Developer, final inspection of site improvements shall be scheduled no more than five (5) working days after receipt of the following information:

- (1) Upon completion of the public improvements, the Developer's Engineer shall submit a certificate stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of the LDR (see Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure).
- (2) Prior to the acceptance of any privately or publicly maintained improvements, a registered Professional Engineer must certify in writing that the improvements were completed in accordance with the approved improvement plans and construction specifications. The Engineer will provide the Engineer's Certification of Completion and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of site approval. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction, and shall include the following certification on the submitted plans from the Engineer including signature and date:
 - (a) "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."
 - (b) Within 90 days of approval of the Record Drawings by the City, the Engineer will provide Final As-Built Plans, and Final Clearance of Potable Water and Sanitary Sewer Systems

by FDEP. The Engineer of Record (EOR) shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the development being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the dwelling unit. AutoCAD files of the final As-Builts will be provided to the City.

- (c) The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer systems shall be cleared prior to the CO of a given dwelling unit.
- (3) All building structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a CO for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for CO.

1.6. Community Development Districts

It is anticipated that the development will include one or more Community Development Districts (CDDs) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the parties that any obligations or requirements placed on the Developer may be transferred to one (1) or more CDDs for implementation and operation, pursuant to the authority in Chapter 190.

1.7. Utility Providers

The Developer or assignees shall be the provider for water, sewer, reuse, and irrigation services.

1.8. Additional Studies

No environmental, archaeological, or transportation studies are required once the ARD zoning and Chapter 163 Agreement have been adopted. Additionally, there shall be no zoning review/compliance applications for site or building permits. All notice of commencements and certification of completions shall be reviewed and approved immediately once received by the City.

Chapter 2: Definitions and Interpretations

2.1. Interpretations of Certain Terms and Words

The terminology and words within this LDR shall be interpreted as follows:

- (A) The singular includes the plural and vice versa.
- (B) The masculine includes the feminine and neutral and vice versa.
- (C) The present tense includes the future.
- (D) The word "shall" is mandatory and the word "may" is permissive.
- (E) The word "person" includes an individual, child, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, and all other groups or combinations.
- (F) The word "writing" includes handwriting, printing, word processed, and all other methods and means of forming letters and characters upon paper.
- (G) The word "land" includes the words water, marsh, swamp, gross land area, and gross acre of land.
- (H) All words defined in this LDR shall carry their customary meaning as found in Merriam-Webster's latest published edition unabridged dictionary.
- (I) Unless otherwise specified at the outset of a Chapter, the definitions listed in section 2.2 shall apply within this LDR.
- (J) Any abbreviations or acronyms used within this LDR are identified after the definition in parenthesis after the term below.

2.2. Definitions

Accessory use or structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Administrator: The City Manager or his designee.

Addition (to an existing building): Any walled and/or roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and/or roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Age-Restricted Development (ARD): A community/development project that meets the requirements for an age restricted community pursuant to the Federal and Florida Fair Housing requirements and where the land is planned and developed to provide housing with a mixture of housing types, plans for a mixed-use development pattern, provides for the recreational needs of its residents with amenities such as community centers, golf courses, trails, and other similar facilities, supports multiple modes of internal transportation such as bicycles, golf carts, pedestrians, and ensures protection of the environment and natural resources on-site. An ARD may include a Community Support District (CSD) which is a distinct, non-age restricted mixed use district in close proximity to the age restricted dwelling units. The CSD must, at a minimum, provide recreation and commercial uses for its residents but all land uses allowed within ARD are permitted in the CSD. Generally, the internal transportation network provided in the CSD is similar to what is found in the age restricted communities.

Alley: A private or public paved passageway between buildings or a passageway permitting access from a street to a garage or storage area.

Alteration of building: Any change in the supporting members of a building (such as load bearing walls, beams, columns and girders), any addition to a building, or any change in a building resulting from the movement of the building from one location to another.

Apartment or Condominium Building (ACB): A structure containing multiple dwelling units (DUs) in which other DUs may be located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

Applicant: A person who has submitted an application to the City.

Architect: Means an architect licensed to do business by the State of Florida.

Arterial street: A street or roadway which is used primarily for fast or heavy volume traffic.

As-built plans: The final plans amended to include horizontal and/or vertical dimensional data of actual construction with data obtained and provided by a Florida licensed surveyor and mapper.

Assisted Living Facility (ALF): A facility where residents live in private units and receive assistance with limited aspects of personal care, such as: taking medication, bathing, or dressing. Units do not contain private kitchens and meals are provided from a common dining area. Staff is on duty 24 hours per day. This definition does not include nursing homes, convalescent centers, community residential homes, or independent living facilities (ILFs).

Base flood: means the flood having a one percent chance of being equaled or exceeded in any given year. Also called the "100-year flood" and the "regulatory flood" by the Federal Emergency Management Agency (FEMA).

Buffer: A natural or landscaped area which acts as a separation area between two (2) or more land uses, parcels, buildings, stormwater management areas, or paved areas.

Building: Any structure having a roof supported by columns or walls that is used or intended to be used for the enclosure, housing, or shelter of animals, persons, or property.

Building height: The vertical distance from the mean elevation of the finished grade of a building to the highest point of the roof surface. Building height shall be stated in feet.

Building permit: A formal notice of authorization required to be obtained from the City before any new construction or major alteration or expansion of existing structures is allowed.

Building setback: The distance between a given lot line, face of building, normal water line, right-of-way line, and any portion or part of any structure.

Building setback line: A line which represents the required building setback for a given building on a given lot.

Building site: A parcel of land upon which a building or structure has been, or is intended to be, constructed.

City: The City of Leesburg, Florida.

City Commission: The governing body of the City officially known as the Leesburg City Commission, including the mayor and other Commission members.

Clinic: A health facility, or portion of a health facility, where patients are not lodged overnight, but are examined and/or treated by licensed dentists, physicians, and/or other health care personnel.

Code of Ordinances: The Code of Ordinances of the City.

Collector Roadway: A street which carries traffic from local streets to the arterial streets in residential and business areas. Such streets serve as linkages between land access and mobility. Traffic volumes and speeds are usually moderate. Collector streets shall allow golf cars.

Community Development District (CDD): A local, special-purpose government framework authorized by Chapter 190, Florida Statutes as amended, and is an alternative to municipal incorporation for managing and financing infrastructure required to support development of a community.

Community residential home: A DU licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for seven (7) to fourteen unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes with six (6) or fewer residents, which otherwise meet the definition of a community residential home, shall be deemed a single-family unit and a noncommercial, residential use. See F.S. § 419.001 (a).

Comprehensive Plan: The City of Leesburg Comprehensive Plan adopted by the City Commission and amendments thereto in compliance with the requirements of Florida statute.

Condominium: See "Apartment or Condominium Building."

Conforming lot: Any lawful lot which complies with the provisions of this LDR and other applicable City ordinances.

Conservation easement: A right or interest in real property, which is appropriate to retaining land or water areas predominately in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses; and which prohibits or limits the activities as described in Florida statute.

Construction: Shall mean the building, assembling, expansion, modification, or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing (unless an agricultural operation).

Corner lot: A lot or parcel of land which is located at the intersection of, and abutting on, at least two (2) streets.

County: Lake County, Florida.

Cul-de-sac: A local, dead-end street which has a turn-around at the closed end and is used primarily for access to the abutting properties.

Datum: A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum of 1988. Density: means the maximum amount of DUs allowed on a project site. This relationship is identified on a unit per gross developable acre basis.

Developer: Any person who engages in or proposes to engage in development either as the owner or as the agent of an owner of property.

Development: All construction activity within the limits of the ARD zoning and land use category.

Development order: Any order, permit, or other official action of the City granting, or granting with conditions, an application for development.

Ditch: An artificial waterway for irrigation or stormwater conveyance.

Dwelling: Any building, or portion thereof, which is designed to be used, or is actually used, as living quarters for one or more persons, families, or households. Such a building must be supported by, at a minimum, walls which are complete from the bottom floor to roof.

Dwelling unit (DU): A room or group of rooms which is equipped for independent housekeeping and is occupied, or is intended to be occupied, by not more than one (1) person, household, or family.

Easement: A grant by the property owner to the public, a corporation, person, or other legal entity, of the use of a specific portion of land for a specific purpose.

Enclosed use: A use which is located entirely within a structure.

Excavation: The reducing or lowering of the natural level of ground.

Federal Emergency Management Agency: FEMA

Flood Insurance Rate Map (FIRM): An official map of the City on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the City.

Floor: The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area: The gross horizontal area of all the floors in a building (including attics, basements, and penthouses). It is measured from the exterior faces or columns of the exterior walls of a building.

Floor Area Ratio (FAR): The ratio of a building's gross floor area to the area of the Project.

Florida Department of Environmental Protection: FDEP

Florida Department of Transportation: FDOT

Future Land Use Map (FLUM): The map within the future land use (FLU) element of the comprehensive plan that delineates the City's FLU designations pursuant to Florida statute.

Garage: An accessory building primarily used for the parking of one (1) or more motor vehicles.

Grade: The elevation of the ground surface.

Home Owner's Association (HOA) or Property Owner's Association (POA): An organization in a subdivision, condominium, or other similar development that makes and enforces rules for the properties within its jurisdiction.

Hotel: a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers. This definition also includes motels.

Household: One (1) or more persons, not necessarily related by blood, marriage, or other legal action, who occupy a single DU and live as a single, non-profit housekeeping unit.

Independent Living Facility (ILF): A living arrangement in which people with special needs, especially seniors with disabilities, reside in independent living units which may contain a private kitchen. The facility may provide help with everyday tasks such as bathing, dressing, and taking medication. This definition does not include ALFs, nursing homes, or community residential homes.

Institution: The structure or land occupied by a group, cooperative, board, agency, or organization created for the purpose of carrying on functions of a public or semi-public nature. Examples of an institution include a hospital, health clinic, school, church, fraternal order, civic club, and orphanage.

Intensity: The maximum amount of building square footage allowed within the Project. This relationship is identified in "Floor Area Ratio".

Interior lot: A lot other than a corner lot or double frontage lot.

Karst features: Physical features in limestone such as sinkholes, depressions, and solution tubes that act as conduits reducing the travel time of water through limestone as compared to soil or to limestone lacking karst features.

Land Development Regulations (LDR): The Villages of West Lake Land Development Regulations (LDR).

Landscaping: Living plant material and non-living durable material used in outdoor environmental design that enhances the appearance of land.

Legal Description: A "courses and distances" legal description, often referred to as a "metes and bounds" legal description, which maps the desired property when transferred to GIS mapping software.

Local street: A street which connects properties to collector streets. These roads provide service which is of low average traffic volume and of high land access for abutting properties. Local streets shall allow golf cars.

Lot: Any tract or parcel being the least fractional part of a subdivision having limited fixed boundaries. A lot may be identified by an assigned number. Furthermore, a lot is capable of being lawfully occupied and utilized for a structure and/or use as defined in this LDR.

Lot depth: The horizontal distance (excluding surface or ground depressions) between the front lot line and the rear lot line.

Lot lines: The lines bounding a lot as defined in this LDR.

Lot width: The distance between the side lot lines, measured at point where the front setback is taken.

Main or principal building: The building in which the principal use of the lot is conducted.

Maintenance: The action taken to restore or preserve the functional design or intent of any facility, system, or structure.

Mining: An area of land upon which mining operations have been conducted, are being conducted, or are planned to be conducted, as the term is commonly used in the trade. Additionally, mining shall be considered all excavation not considered Stormwater Earthworks. Excavated mined materials can be transported offsite.

Mixed use building: A building which includes two (2) or more use categories, one (1) of which should be residential.

Motel: see "Hotel".

Multi-family residential: A structure containing multiple DUs in which other DUs are located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

New construction: Structures for which the start of construction commenced on or after the effective date of this LDR.

Nonresidential Building (NRB): Any structure not containing a residential DU or residential use.

Nursing home: A facility for patients who are recovering health and strength after illness or injury, or receiving long-term care for chronic conditions, disabilities, or terminal illnesses. Facilities provide 24-hour supervised nursing care and feature extended treatment that is administered by a skilled nursing staff. The residents do not live in private units and the residents typically do not leave the facility until well enough to do so. The facilities provide personal care, room, board, laundry service, and organized activities. This definition does not include community residential facilities, ALFs, or ILFs. This definition does include convalescent centers and skilled nursing facilities.

Office: A building, room, or space where clerical, professional, or administrative activities are performed. Such a building, room, or space may be the principal structure, a portion of the principal structure, an accessory structure, or a portion of an accessory structure on a lot.

Open space: Shall include wetlands, preservation areas, greenspace, stormwater ponds, floodplain compensation areas, and landscape buffers. Open space may include areas such as trails, golf, plazas, courtyards, and other similar public areas. Open space may also include recreation areas and amenities, provided said amenities or areas are not enclosed with conditioned space. Open space shall not include areas within a right-of-way. Open space shall be calculated for the entire ARD area as a whole, not per individual projects.

Owner: The person in who is vested the fee ownership, dominion, or title of property (i.e., the proprietor). This term may also include a tenant, if chargeable under his lease for the maintenance of the property, and any agent of the owner or tenant including a developer.

Parking space: A portion of a parking area which is clearly marked as being intended for the storage of one (1) vehicle or golf car(s).

Permitted use: A use which is lawful under the terms of this LDR.

Person: Any and all persons including any individual, firm, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

Planning and Zoning Board: The City of Leesburg Planning and Zoning Board as provided for in this LDR.

Premises: A parcel of land and any structures occupying the parcel of land.

Principal building: See "Main or principal building."

Principal use: The actual primary function for which a lot and buildings upon it are used.

Private club: A building or portion thereof, owned and/or operated by a corporation, association, person, or group for a civic, educational, recreational, social, or other public or semi-public purpose.

Professional Surveyor and Mapper: A surveyor and mapper licensed by the State of Florida.

Project: The Project is the entire Villages of West Lake.

Recreational Vehicle Development (RVD): An area set aside primarily for temporary travel trailers, campers, and other recreational vehicles (RVs). This facility is intended to provide temporary, non-permanent water, sewer, and electrical hook-ups for such vehicles in exchange for a specified rate of compensation. This is considered a commercial use.

Reuse: Wastewater that is treated to meet public access standards.

Right-of-Way (ROW): An area of land over which people and goods have the right to pass or travel. A public right-of-way grants passage to all and may grant the right to park registered vehicles in accordance with City parking restrictions. A public right-of-way is a form of easement dedicated to the

City during subdivision or site plan for public use. Rights-of-way are not part of the adjacent parcels; the right-of-way boundary usually coincides with adjacent parcel property lines or tracts.

School: A building and/or property utilized for the purpose of providing formal primary, secondary, and/or post-secondary education/training.

Service street: A local street or alley used to provide rear-yard access to businesses, institutions, and residences for the purpose of providing services (for example, garbage collection or delivery services).

Sidewalk: A path that is intended for pedestrians and non-motorized vehicles. Sidewalks may be located on private property or within a right-of-way.

Sign: Any display device which is designed to visually or graphically inform, or attract the attention of, persons passing by the device.

Single Family Attached (SFA): A DU connected to at least one (1) adjacent DU by any architectural feature integral to its design or the design of its garage, excluding fences, posts, utility screen walls, stoops, driveways, walkways, and air conditioning pads.

Single Family Detached (SFD): A traditional stand-alone DU that houses a single family and shares no connection to another DU.

Site plan: The drawing(s) which put forth an applicant's proposal for the development of a particular piece of land that is certified by a registered professional engineer.

Southwest Florida Water Management District: SWFWMD

St. Johns River Water Management District: SJRWMD

Stormwater Earthworks: Excavation and filling on the project on a large scale over a large area to achieve final grades as established by the EOR and as approved by the water management district. Generating large quantities of soil via deep excavation and stockpiling the material is an approved and common use. Excavated material can be exported offsite.

Story: That portion of a building included between the surface of any floor and the surface of the next floor above it. In the event there is not a floor above the former, then the story is that portion of a building between the top floor and the ceiling above it.

Street: A public or private thoroughfare which affords the principal means of access to abutting property. Alleys shall not be considered streets.

Structure: A man-made object having a relatively stationary location on or in land or water whether or not it is affixed to the land or on a permanent foundation.

Subdivider: Any firm, corporation, partnership, person, or other legal entity who, acting as a unit, voluntarily engages in or proposes to engage in, the division of a parcel (or parcels) of land into smaller parcels of land.

Subdivision (residential):

(a) The division of any parcel of land into three (3) or more contiguous lots for the purpose of building, development, or transfer of ownership; or any division of a parcel of land requiring a new street or modification to an existing public street, or the provision of other public facilities or improvements, including but not limited to, drainage facilities and utilities. This term includes re-subdivision and, when appropriate to the context, relates to the process of subdividing or to the land or area subdivided.

(b) Subdivision shall not mean:

- (1) The transfer of property by sale, gift, or testate or intestate succession from the property owner to his or her spouse or lineal descendants, provided that all required utilities are in place prior to the issuance of a development permit,
- (2) The transfer of property between tenants in common or joint tenants for the purpose of dissolving the tenancy in common or joint tenancy,
- (3) The sale or exchange of parcels of land between owners of adjoining properties provided that additional lots are not thereby created and that the parcels remaining are not reduced below the minimum sizes required by the LDR.

Substantial improvement: Any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during the life of a structure in which the cumulative costs equals or exceeds 50 percent of the market value of the structure.

The market value of the structure should be:

(a) The appraised value of the structure prior to the start of the initial repair or improvement, or;

(b) In the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications, which are solely necessary to assure safe living conditions.

Tower: shall mean a structure, greater than 35 feet in height (including any antennas attached thereto), which supports one (1) or more antennas, not including however any amateur radio operator antenna as licensed for that purpose by the Federal Communications Commission (FCC).

U.S. Army Corp of Engineers: ACOE

Utility: Entity providing potable water, irrigation, and/or sanitary sewer services.

Wetlands: Lands which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The definition includes all contiguous and noncontiguous or isolated wetlands to waters, water bodies, and watercourses. Wetlands include, but are not limited to, swamp hammocks, hardwood hybrid hammocks, riverine cypress, cypress ponds, bogs, wet prairies, and freshwater marshes.

Chapter 3: Zoning and Architectural Standards

3.1. General

The approved zoning for the project is Age-Restricted Development (ARD) as amended from time to time.

3.2. Principal Uses

The principle or main use(s) and associated structures of a property shall be allowed as one of the following:

A) Permitted Use

This use is hereby established as the general use(s) in the ARD zoning category as specified below and is a use of right when in compliance with the requirements of this LDR.

- (1) Conservation uses: wetlands, forested lands, pastures, environmental habitats, karst areas, open water, lands set aside to be protected and other similar uses;
- (2) Agricultural uses: citrus/field crop production; keeping and/or grazing of livestock; agricultural product transfer stations; silviculture; aquaculture; horticulture, greenhouses and nurseries (commercial); urban agriculture and other similar uses;
- (3) Residential uses: single family detached (SFD); single family attached (SFA); multi-family residential; apartment or condominium building (ACB); dwelling units (DUs) located above the ground floor in a mixed use building (MUB); community club houses, pools, or other amenities associated with residential projects; independent living facilities (ILFs) and other similar uses;
- (4) Institutional, governmental, tourism, civic, and recreational uses: public recreation facilities or parks; bed and breakfasts; hotels and motels; golf courses and driving ranges; commercial recreation facilities such as skating rinks, movie theaters, and other similar uses; health clubs and fitness centers; community residential homes; assisted living facilities (ALFs); nursing homes; skilled nursing facilities; child care facilities/day care; professional, business, and technical schools; public schools and private schools offering curricula similar to that of public schools; colleges and universities containing dormitories; churches and places of worship; museums and other cultural facilities; hospitals; veterinary clinics or temporary pet boarding; cemeteries and mausoleums; funeral homes, crematories, and other similar service establishments; private clubs and lodges; public buildings owned, operated, and used by a government entity such as city halls, city hall annexes, police and fire stations, libraries, post offices, and other similar uses; street and highway department garages or maintenance facilities; utility facilities such as electric sub stations, water and wastewater treatment plants, well sites, and other similar uses;
- (5) Commercial office and business park uses: business technology parks, medical or dental offices, professional service establishments and offices; banks, credit unions, and financial institutions and other similar uses;
- (6) Commercial retail uses: retail sales establishments such as department, electronic, office supply, grocery, and other similar stores; restaurants and cafes (without alcohol consumption or sales); bars, taverns, restaurants, or cafes serving alcohol (on and off-site consumption); liquor stores (sales of hard alcohol for off-site consumption); copy centers; beauty shops, dry cleaning, pet grooming, and other similar personal service establishments; specialty shops such as antique shops, art showrooms, boutiques, and other similar shops; service and repair shops for automobiles, small engines, and other similar uses; retail and wholesale commercial establishments for lumber, building, and landscaping supplies, farm equipment, and other similar uses with potential outside storage of products; auto dealerships, golf car and similar

sales; convenience stores; fuel stations; food trucks, temporary or permanent; indoor and outdoor commercial recreational uses; storage facilities (indoor); outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items; RV developments and other similar uses;

- (7) Industrial uses: wholesaling, warehousing, bulk storage, or distribution establishments, and similar uses; research laboratories and associated activities; light manufacturing, assembling, processing, packaging, or fabricating; outdoor storage yards and similar uses such as junkyards, scrap yards, and salvage yards; building or landscape contractors with on-site equipment storage; concrete or asphalt plants; concrete block plants; manufacturing of nonhazardous materials; manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials; electric, gas, or energy generating facilities; solid waste transfer stations; landfills; tower and wireless communication services; mining and excavation and other similar uses;
- (8) Mining: No permitting or zoning approvals within the City is required. The developer shall provide the City with the approved FDEP and water management district permit as applicable prior to construction.

B) Agricultural

The property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the property. For purposes of this LDR, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous site plans on the property. However, site plan approval is specific and does not necessarily apply to other areas on the property.

3.3. Accessory Uses and Structures

All accessory uses and structures shall be approved by The Villages DRC or ARC as applicable.

3.4. Temporary Uses

Temporary uses may be approved by the DRC.

3.5. Variances

All variances to this LDR shall be approved by The Villages DRC or ARC as applicable.

3.6. Recreational Vehicle Developments

(A) Purpose

The purpose of this section, applying to RVDs, is to provide an environment in which RVs or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this LDR.

(B) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

(C) An RV shall include:

- (1) Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation, and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.
- (2) Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

- (3) Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
- (4) Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation.
- (5) Park model (or park trailer) - A transportable unit, which has a body width not exceeding 14 feet, which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development (HUD) standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
- (6) Houseboat - A boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

(D) A recreational dwelling shall include:

- (1) Cabin - A cabin is a small, permanent structure of no more than 1,500 square feet designed to provide lodging in a recreational area.
- (2) Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
- (3) Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.
- (4) Tree house - An elevated, permanent platform structure used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
- (5) Hill House - A permanent structure set at or just below earth plain used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

(E) Permit Process

- (1) RVDs must go through the site plan approval process in this LDR.
- (2) RVDs where units will be sold must also follow the Record Plat process.

(F) General provisions

- (1) RVDs shall be classified as a tourism-oriented mixed-use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
- (2) As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile homes, single family detached or attached dwellings, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
- (a) Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

(b) Such retail establishments may be oriented to the interior or exterior of the RVD.

(G) Specific provisions

- (1) All RVDs shall contain a minimum of 10 acres.
- (2) There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.
- (3) Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 50 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.
- (4) All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.
- (5) A well-maintained, landscaped buffer of at least five (5) feet is required around the perimeter of the RVD.
- (6) There is no minimum lot size, lot width, or lot depth.
- (7) The density of 30 lots per acre may not be exceeded.
- (8) Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.
- (9) Adequate trash disposal facilities or services shall be provided with easy access from each site.
- (10) Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.
- (11) All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:
 - (a) No such addition or attachment shall be attached to any RV having a vehicular body length less than 20 feet.
 - (b) Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.
 - (c) No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.
 - (d) Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.
 - (e) All additions and attachments must be properly permitted as required by state and local law.
- (12) All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

3.7. Buffer Requirements

Table 3-1 lists the density, intensity, lot standards, buffers, and setbacks.

Table 3-1: Density, Intensity Lot Standards, Buffers, Setbacks

Age-Restricted Development (ARD)					
Density and Intensity					
Maximum Density	30 units/ ac				
Minimum Open Space ¹	20%				
Maximum FAR ²	0.5				
Maximum ISR	80%				
Lot Standard					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building ⁶	Commercial/ Amenity
Minimum Living Area (sf)	400	400	400	NA	NA
Minimum Lot Width (ft)	30	NA	NA	NA	NA
Minimum Lot Depth (ft)	50	NA	NA	NA	NA
Maximum Lot Coverage (%)	100	100	100	100	100
Minimum Setbacks ^{3,7} (ft)					
Front	0	0	0	0	0
Rear	0	0	0	0	0
Side	0	0	0	0	0
Building Separation	*	*	*	*	*
Project Perimeter Building Setbacks ⁴					
Contiguous Property not within the Development	10 ft				
Property Owned by Developer	0				
Local - Arterial Roadway	0				
Federal/State/County Road	20 ft				
Building Height ⁵					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building	Commercial/ Amenity
Maximum Building Height ⁵ (ft)	50' **	50' **	50' **	50' **	50' **

* Per Florida Building Code criteria

**Unless adequate fire protection is provided.

1. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner’s association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space areas will be assigned within the project as a whole, regardless of phase.

2. Up to a 3.0 FAR may be used in a town center, medical campus and similar use areas.

3. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.

4. Does not apply to what is generally known as signs, sign towers, walls and other similar features and parking.

5. The maximum building height applies unless adequate fire protection is available.

6. RVDs are considered non-residential units.

7. Water Towers and Cell Towers with wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

(A) Perimeter Buffer

The development shall include a 20-foot perimeter landscape buffer easement or tract along the VOWL boundary lines. No perimeter landscape buffer is required where landscaped open space, recreation, golf, stormwater ponds, compensating storage areas, wetlands, upland buffers, or other conservation areas are located along the property boundary. In addition, no perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

(B) Walls/ Fence

The 20-foot perimeter landscape buffer may be eliminated if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

(C) Internal Parcels

No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffer shall be required along perimeters of the project abutting properties not owned by the Developer with similar land uses.

(D) Stormwater Ponds

Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

(E) Residential Dwelling Unit Site

Where a 20-foot perimeter landscape buffer or wall/fence is required on residential dwelling unit sites, the landscape and irrigation or wall/fence shall be installed with each individual dwelling unit being constructed.

3.8. Commercial Architectural Standards

(A) Building Design

The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by the DRC. These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

(B) Specific Architectural Design Standards

- (1) All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing walls, or dumpster enclosure walls. Freestanding electrical “racks” shall be prohibited, unless specifically approved by The Villages DRC.
- (2) All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.
- (3) Exterior building lighting is permissible if the effect is compliant with the objective of achieving a soft glow rather than brilliant or glaring effect. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.
- (4) Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease interceptor.
- (5) Where required, Fire Department Connections (FDCs) must be located per governing fire department specifications and near other critical utilities (i.e., power disconnect, gas, etc.)

that may need to be turned off in case of a fire, unless specifically approved by The Villages DRC.

- (6) Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.
- (7) All commercial rooftop equipment shall be screened with parapets, landscape, or architectural features.
- (8) All commercial ground-mounted heating, ventilation, and air conditioning (HVAC) equipment shall be screened with a structural and/or landscaped screen wall.
- (9) All project sign locations and design elements are exempt from the City's sign requirements and sign permits and shall be determined and approved by the DRC. These include the following:
 - (a) Project "Welcome" signs
 - (b) Primary entry wall features and signs
 - (c) Secondary entry wall features and identification signs
 - (d) Directional signs
 - (e) Occupant identification signs
- (10) All project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society (IES) to provide safe lighting levels, to the maximum extent possible as determined by the Florida-licensed design professional who prepares the lighting layout.

(C) Landscape Design Objectives

The overall objective of landscape design in the development is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. For optimum creativity and quality, this process must be somewhat subjective, thus a limited number of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

(D) Maintenance of Common Areas

Maintenance of structures and common areas, including landscape maintenance, within the development shall be owned and maintained by the POA, HOA, and/or a CDD, at no cost or obligation to the City. The Developer/owner shall create guidelines for the maintenance of common areas.

3.9. Street Names and Address Numbers

Street names and address numbers for dwelling units and places of business on all public and private streets shall be assigned by The Villages.

Chapter 4: Site Plan Regulations

4.1. Site Plan Review Process and Permits

(A) Site Plan Requirement

An approved site plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop land for which a site plan is required except in accordance with an approved site plan.

(B) Applicability

The requirement for site plan approval applies to all sites located within the ARD zoning classification.

(C) Pre-Design Meeting

It is recommended that each applicant have a pre-design conference with The Villages DRC prior to preparing plans and permit applications.

(D) Site Plan Application

Applicants seeking site plan approval shall submit an application to the City and The Villages DRC for a concurrent review.

(E) Permits

The applicant shall obtain permits from the City, The Villages DRC, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(F) Expiration of Approvals

The approval of the site plan shall be valid for a period of 12 months. If the applicant has not obtained a permit for construction of the site within 12 months and if an extension of time has not been approved by the City Commission and The Villages DRC on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR.

(G) Plan Approval

The approved site plan shall be the governing document for all such development. Where there are conflicts or discrepancies with other city policies, procedures, ordinances, or regulations, the Villages DRC shall govern.

(H) Minor Site Plans

Minor site plans are required for nonresidential development that has been determined by the City to have limited potential for off-site impacts. Minor site plans may be approved by the Planning and Zoning Manager. Due to the limited off-site impacts, submittals are not required to provide all required information listed below. Refer to the minor site plan application for required submittals.

Minor site plans may apply to the following:

- (1) Additions to existing structures that are less than 50 percent of the total square footage of the existing structure and do not exceed 2,500 square feet,
- (2) Changes in use without addition to existing structures but require other on-site improvements such as stormwater or parking improvements, and/or
- (3) Accessory structures such as restroom facilities, dumpsters, pavilions, amenities, golf starter facilities, guard houses, etc. that adhere to the following criteria:

- (a) Does not exceed 2,500 square feet;
- (b) Restricted to one (1) story;
- (c) Consistent construction and architectural style as the primary structure.

4.2. Site Plan Requirements

(A) Layout

Site plans shall be prepared on sets of sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following minimum standards:

- (1) Each applicable site plan sheet shall be prepared by a Florida licensed engineer or surveyor as the context requires.
- (2) All applications must be accompanied by proof of property ownership in the form of a copy of a deed or the most current property tax bill.
- (3) A topographic survey showing existing contour intervals of one foot for the site, extending 50 feet beyond the site boundary, where practical, and including water surface elevations for all water bodies and the date obtained; and proposed finished elevations based on the most recent United States Geodetic Survey topographic data (NAVD88), prepared by a professional surveyor licensed to do business in the State of Florida.
- (4) The scale must be no smaller than one inch equals 100 feet. Information may be combined in the drawings so long as they remain uncluttered and readable.
- (5) A vicinity map showing the location of the proposed site plan with relationships to surrounding streets and thoroughfares.
- (6) Title sheet must include:
 - (a) Location Map;
 - (b) Legal Description;
 - (c) Owner/consultant contact information including name, address, and phone numbers;
 - (d) Index list of sheets.
- (7) Geometry Plan must include – as applicable to the project:
 - (a) Site data;
 - Parcel area, pavement and building area, and open space area
 - Zoning
 - Proposed land use
 - Required and actual parking to be provided
 - Flood zones, if applicable
 - (b) Dimensions (including building dimensions);
 - (c) Sign locations;
 - (d) Dumpster pads with solid enclosures and solid gates are required. Food preparation businesses must install a dumpster pad drain connected to a grease interceptor;
 - (e) Boundary bearing and distances;
 - (f) Building setbacks;
 - (g) Handicap spaces and signs;

- (h) Traffic signs and striping - All traffic control signs (including handicap parking signs) must be installed on “decorative” posts in accordance with The Villages standards;
 - (i) Driveway pavement radii - All driveway entrance radii must be a minimum of 35 feet and all driveway exit radii must be 25 feet;
 - (j) Utility contacts.
- (8) Joint use easements for shared driveways, if applicable.
- (9) Grading and Drainage Plan must include:
 - (a) Existing topography - topographic surveys must be based on NAVD 88 datum;
 - (b) Proposed grades;
 - (c) Wetlands and/or surface waters;
 - (d) Storm sewer mains and inlets, including pipe lengths and percent grade;
 - (e) Finished floor elevations;
 - (f) Roof drains - downspouts are not allowed to discharge onto grass or landscape areas;
 - (g) Landscape berms;
 - (h) Proposed grading to streets, property lines, etc.
- (10) Utility Plan must include the following as applicable to the site:
 - (a) Water mains and service lines;
 - (b) Sanitary sewer system;
 - (c) Water meter and backflow prevention assembly locations and sizes;
 - (d) Street lights;
 - (e) Nearest fire hydrant location(s);
 - (f) FDC, if applicable - Above-ground backflow preventers are not permitted. Fire sprinkler system backflow preventers should be located in the vertical riser within the building;
 - (g) Grease interceptors – required in an external location for any business supplying food services.
- (11) Erosion and Sediment Control Plan – must include:
 - (a) Silt fencing;
 - (b) Inlet protection (on-site and off-site);
 - (c) Temporary gravel construction entrance.

4.3. Site Plan Permit Exemptions

The following project improvements are not required to obtain a permit from the City:

- (A) Stormwater earthwork plans;
- (B) Monument or directional signs;
- (C) Clearing and tree removal;
- (D) Site debris removal and burning;
- (E) Non-potable wells;
- (F) Onsite water, sewer, irrigation, and reuse infrastructure;
- (G) Walls/fences;
- (H) Lighting (photometric plans);
- (I) Landscape plans;
- (J) Demolition.

Chapter 5: Subdivision Regulations

5.1. General

(A) Subdivision Plan Requirement

An approved subdivision plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop or improve land for which a permit is required except in accordance with an approved subdivision/improvement plan. The requirement for a subdivision/improvement plan approval applies to all subdivisions located within the ARD zoning classification.

(B) Subdivision/Improvement Plan and Plat Application

Applicants seeking subdivision/improvement plan and/or plat approval shall submit an application to the City. The Developer may submit multiple projects for approval under a single application. The cover sheet shall state all projects seeking approval.

(C) Permits

The applicant shall obtain permits from the City, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(D) Expiration of Approvals

The approval of the subdivision/improvement plan shall be valid for a period of 60 months. If the applicant has not obtained a permit for construction of the site within 60 months and if an extension of time has not been approved by the City Commission on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR or any subsequent code in effect.

(E) Garage or Carport

Minimum one (1) car parking shall be provided per residential unit for single family dwelling units

(F) Landscape or Photometric Plans

No landscape or photometric plans are required.

(G) Commercial Roadways and Subdivisions

Non-publicly dedicated roadways and non-residential subdivisions may be constructed from time to time pursuant to individual site plan approval without the need for platting.

5.2. Procedure for Subdividing Land

All submittals of plans and applications will be made to the City. There shall be two (2) stages for the approval of all subdivision plats. These stages are intended to allow for a full and adequate review by the City in order to ensure and protect the public interest. These two (2) stages include a subdivision/improvement plan and final plat.

The mylar, or equivalent material copy of the approved final plat, will be retained by the City for the purpose of recording with the Clerk of the Courts of Lake County after approval by the City Commission. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Community Development Department to the County Clerk within three (3) days when final approval is received. No plat of lands in the City subject to this LDR shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the City Commission.

5.3. Lot Split/Lot Line Deviation

(A) Application Process

The following items and application fees are required when applying for a lot split or deviation. All submittals are to be sent to the City of Leesburg, Community Development Department for approval. All information must be supplied in digital format in accordance with the City's digital submittal standards.

(B) Submission Requirements

- (1) Application form provided by City (Appendix 2)
- (2) A boundary survey for all parcels that includes and identifies the following:
 - (a) Overall legal description of the original parcel
 - (b) Legal description of each parcel created
 - (c) Legal description of all existing and created easements
 - (d) All existing structures and improvements
 - (e) 100-year flood zone and elevation
 - (f) Jurisdictional wetland line and/or environmental easement
- (3) Copy of the property record card or recorded warranty deed(s)
- (4) Lot split review fee

5.4. Subdivision/Improvement Plan Submittal Requirements

(A) Layout

Subdivision/improvement plans shall be prepared on sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following at a minimum:

- (1) Title with the following information:
 - (a) Proposed subdivision name;
 - (b) Section, township, and range of the property;
 - (c) Date of preparation.
- (2) Scale and north arrow;
- (3) Vicinity map showing relationship between area proposed for development and surrounding properties, streets, and landmarks;
- (4) Legend showing information such as zoning, acreage to be subdivided, number of lots, phase number, and datum;
- (5) Legal description and tax identification of the lands to be subdivided; if multiple subdivisions are submitted under a single application, the overall legal description including all projects shall be provided;
- (6) Certification of registered professional engineer;
- (7) Contact information of the property owner, surveyor, and engineer;
- (8) Bearings and distances of boundary lines with a thicker line;
- (9) Location, width, and purpose of existing and proposed easements and rights-of-way;
- (10) The lot lines, typical lot dimensions, and lot numbers shall be shown;

- (11) Identification of existing and proposed streets on and adjacent to the tract to be subdivided including: the name, right-of-way width and location; approximate grades and gradients; type, width, and elevation of surfacing; and legally established centerline elevations, sidewalks, paths, curbs, gutters, culverts, etc., as applicable. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown;
- (12) Identification of existing and proposed utilities on and adjacent to the tract to be subdivided, including storm, sanitary sewer, water, irrigation, and reuse plans as applicable;
- (13) Contours at a minimum of one-foot intervals for the tract being subdivided and extending 25 feet beyond the property line;
- (14) The pipe utility systems (i.e. potable water, sanitary sewer, reuse, irrigation) for each project shall be shown on a master plan. The master plan shall indicate the general locations of all easements, mains, manholes, valves, hydrants, services, and service laterals with respect to the proposed development improvements and the existing systems. Main sizes shall be indicated on the master plan;

5.5. Final Plat Submittal Requirements

(A) Final Plat Map

The required submittals, meeting the legal requirements of platting, of the final plat shall consist of a fully-executed, correct plat map, meeting all state and City standards. The final plat shall be drawn with black drawing ink on mylar, using sheets sized 24 inches by 36 inches at a scale of sufficient size to show all detail. Each sheet shall have a marginal line completely around the sheet placed to leave three-inch binding margin on the left and one-half inch margin on the other three (3) sides. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by the Professional Surveyor/Mapper.

(B) Additional Required Submittals

Approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City:

- (1) Copies of the maps shall be submitted to the Community Development Department. The sheet size shall be 24 inches by 36 inches unless another size is approved. In lieu of as-built construction drawings, one (1) of the following may be submitted: escrow agreement, performance bond, Developer's surety company completion bond, or Developer's cash completion bond.
- (2) The approval of any subdivision plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided. Subdivisions being developed in a CDD shall be exempt from performance bonds.
- (3) In all cases where public improvements occur, a two-year maintenance bond in the amount of 20 percent of the construction costs must be submitted. In lieu of a surety, a cashier's check or certified check may be used as the form of guaranty when accompanied by a maintenance bond agreement. The amounts of the performance and maintenance bond must be approved as adequate by the City. At the conclusion of the two-year maintenance period, the Developer may petition the City to release the maintenance

bond. The City will inspect the public improvements and issue a determination of any public improvements covered by the bond that are in need of repair. Upon verification that all repairs have been made, the City will release the maintenance bond. Subdivisions and roadways being developed in a CDD shall be exempt from maintenance bonds.

- (4) Upon submittal by the Developer's engineer of a Certification of Completion stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of this LDR; the City will have five (5) working days to provide Developer with a letter of approval. The date of the letter of approval from the City will begin the two-year maintenance period. 90 days before the two-year maintenance period is up, the Developer will notice the City that the two-year maintenance period is up. 30 days before the 90 day period ends, the City will inspect and either provide a punch list items or approval and begin maintenance of the roadway at the end of the two-year period.
- (5) Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
- (6) A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.
- (7) If there is a HOA, then an agreement outlining the supervision and maintenance of all common areas within the subdivision.
- (8) Copies of all applicable permits (i.e. driveway, water management district, County, FDOT, etc) shall be provided.

(C) Clerk of Circuit Court Recording

Within three (3) days, the approved plat shall be submitted to the Clerk of Circuit Court for recording with the recording fee. At the time of recording, the following shall be submitted to the Clerk for distribution:

- (9) The original mylar, final plat and three (3) mylar copies to be contained within the Clerk's original plat book, and
- (10) An additional copy of the final plat for public record.

5.6. Completion and Inspection of Improvements

All physical improvements (including all utilities) shall be installed in accordance with the approved improvement plan. The applicant shall notify the City as to all plan modifications during construction if field conditions, or other circumstances, necessitate changes. The improvements may be completed by one (1) of the following:

- (A) Prior to the filing of the final plat for approval;
- (B) Surety performance bond, if applicable;
With the City Commission's approval, the Developer, in lieu of completing the improvements as stated above, shall furnish a surety performance bond to the Commission for and on behalf of the City. The bond should be sufficient to cover the cost of remaining uncompleted improvements required to be installed by the subdivider. Subdivisions and roadways being developed in a CDD shall be exempt from performance bonds.
- (C) Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and other corners set in accordance with chapter 177 Florida Statutes; and/or
- (D) The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review

shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

5.7. Model Homes

Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the City Engineer and final plat approval has been obtained. A developer may be allowed to obtain building permits on up to 49 percent of the approved lots within a proposed subdivision prior to the issuance of a certificate of completion by the City and final plat approval. A CO will not be issued on any model home permitted by this section until the City has issued a certificate of completion.

Chapter 6: Technical Standards

6.1. Potable Water

The specifications for the construction of the potable water system can be found within the latest edition of The Villages Construction and Development Manual (Appendix 1). The specifications shall meet FDEP criteria. The level of service for an Equivalent Residential Unit (ERU) for the potable water system is 86 gallons per day (gpd) on an average annual basis. The design criteria for the potable water system include the following:

(A) Water Valves

Water valves shall be provided as stated below for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained, and repaired water distribution system.

- (1) Valves are to be placed so that the maximum allowable length of the water main required to be shut down for repair work is 500 feet for pipe sections with customer services or 1,000 feet for pipe sections without customer services.
- (2) Valves are to be placed on all new fire hydrant stubs; at both ends of all jack and bore crossings; and at both ends of crossings of streets classified as major collector roads, arterial roads, or with three (3) or more thru lanes of traffic.
- (3) As a general rule, the placement of the valves at a branch connection shall be downstream of the source of water.
- (4) Gate valves shall be used for water mains with a diameter up to and including 12 inches and butterfly valves shall be used for water mains with a diameter of 16 inches or greater.
- (5) Air release valves (ARVs) shall be installed on all transmission mains where the change in elevation is equal to or greater than 0.5 times the diameter of the water main.
- (6) Two-inch blow off valves shall be installed on all terminating mains that do not include a fire hydrant.

(B) Water Mains

- (1) Water mains shall be sized appropriately to meet the minimum design pressure and required fire flow.
- (2) Minimum depth of all water mains shall be three-feet from the top of pipe to finished grade.
- (3) All water mains, other than individual service lines, shall be looped where practical.

(C) Fire Hydrants

Where fire hydrants or fire systems are to be installed, the minimum diameter water main serving the hydrant shall be six (6) inches for looped lines and eight (8) inches for dead end lines. A maximum of two (2) fire hydrants shall be allowed on a looped six-inch water main and no more than one (1) hydrant on a dead end eight-inch water main. All hydrant connections off the water mains shall be six (6) inches in diameter. Fire hydrants shall be provided and approved by the appropriate fire department having jurisdiction over the project area.

(D) Design Calculations

Design calculations, prepared by a registered professional engineer, shall be submitted to the utility provider for review concurrent with the plans that demonstrate the capability of the proposed potable water system of providing the required fire hydrant flow (minimum 1,000 gpm) plus maximum day customer demand flow at all parts of the system. The design calculations shall demonstrate the expected operating pressures for the water system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. All

pressure connections on the existing system used for calculation purposes shall be based upon a recent fire hydrant flow test, water treatment plant operating data, etc. Water main capacity shall be designed to maintain a minimum pressure of 25 pounds per square inch (psi) at street level under all fire flow conditions.

(E) Water Services

Water services shall be installed on each lot and may be either single or double type services for subdivision lots, both residential and commercial.

(F) Separation Between Sanitary Sewers and Water Mains

The minimum horizontal separation between sanitary sewers and existing or proposed water mains shall in accordance with FDEP regulations.

6.2. Sanitary Sewer

The specifications for the construction of the sanitary sewer system can found within The Villages Construction and Development Manual, latest edition. The level of service for an ERU for the sanitary sewer system is 86 gpd on an average annual basis. The specifications shall meet FDEP criteria and minimum pipe slopes listed in Table 6-1. The design criterion for the sanitary sewer system is as follows:

(A) Manhole Connection

A drop manhole connection shall be required for all inverts 24 inches or more above the floor of the manhole.

(B) Service Lines

Unless otherwise approved by the Utility, service lines from the property line to the collection sewer shall be at a minimum depth of three (3) feet at the property line and shall be laid to straight alignment and uniform slope compliant with FDEP regulations. All service lines shall be at least four (4) inches in diameter. Cleanouts shall be provided as determined by the engineer of record, but shall not be spaced greater than 100 feet.

(C) Air Release Valves

ARVs shall be provided in high spots of force mains as shown on the drawings or as directed. If obstructions are encountered during construction that cause a dip and a consequent sharp rise in the force main, then an air release valve shall be installed at the newly created high point upstream from the dip.

(D) Design Considerations

- (1) Sewers 24 inches in diameter or less shall be installed with straight alignment and grade between manholes.
- (2) Manhole spacing shall not exceed 400 feet for sewer mains 15 inches or less, and 500 feet for sizes larger.
- (3) All sanitary sewer mains shall terminate in manholes.
- (4) All manholes and sewers shall be located in public rights-of-way or assigned easements.

(E) Sanitary Sewer Easements

Sanitary sewer easements shall be required for all gravity sanitary sewer lines which are not in a public right-of-way. Easements shall be a minimum of 10 feet wide for sanitary sewers that are not more than 10 feet deep. For sewers that are more than 10 feet deep, the easement shall be a minimum of 20 feet wide. The utility provider may approve a narrower easement.

(F) Sewer Main Dimensions

Sewer main pipe diameters shall be a minimum of eight (8) inches in diameter. Sewer service laterals shall be a minimum of four (4) inches in diameter.

(G) Mean Velocities

Sewer mains and laterals shall be designed and constructed to give mean velocities, when flowing full, of not less than two feet per second based on the Manning formula using an “n” value of 0.013.

Table 6-1: Minimum Pipe Slopes

Pipe Diameter	Minimum Slope (%)
4/6-in (building sewer or sewer lateral)	1.00
8-in (gravity sewer main)	0.40
10-in (gravity sewer main)	0.28
12-in (gravity sewer main)	0.22

(H) Sewer Main Cover

Sewer mains shall maintain a minimum cover of 36 inches. The depth of cover shall be measured from the top of sewer main to the finished grade directly above the pipe.

(I) Manholes

Manholes shall have a maximum spacing between sewer manholes shall not exceed 400 feet for sewer mains 15 inches or less and 500 feet for sizes larger. A manhole shall be required for all changes in slope or alignment.

(J) Lateral Length

Lateral length shall be limited to a maximum of 150 feet. Cleanouts shall be provided at a minimum of every 100 feet.

(K) Force Mains

Force mains shall be designed to maintain a minimum velocity of two feet per second. Temporary conditions may allow lower velocities with approval from the utility provider. The working pressures within the system shall not exceed the pressure class of the pipe with a 2.0 safety factor.

(L) Valves

Valves shall be installed on all subsidiary force mains at the point of connection to the major main.

(M) Generators

Generators at sanitary lift stations shall be installed per the utility provider’s discretion.

(N) Grease Interceptors

Grease interceptors shall be installed in exterior locations per MEP recommendations and subject to The Villages DRC approval.

(O) Irrigation/Reuse/Stormwater Force mains

The City acknowledges that the applicable utility may utilize the public stormwater conveyance system to transfer captured stormwater and treated reuse within the stormwater basins via gravity flow and pressure pipes to improve water conservation.

6.3. Drainage and Stormwater Management

The Stormwater Management System shall meet the criteria of the water management district and The Villages DRC.

(A) Types and Requirements

Where drainage pipes are utilized, the following standards apply:

- (1) Storm sewers shall be constructed with FDOT approved material in areas owned and maintained by the City. An inlet or manhole is required at each change of alignment or grade (not to include yard drainage systems);
- (2) The following maximum lengths of pipe listed in Table 6-2 shall be used when spacing access structures of any type:

Table 6-2: Pipe Lengths

Pipe Diameter (in)	Maximum Pipe Length (ft)
Less than 18	300
24 - 36	400
Greater than 42	500

(B) Minimum Requirements for Stormwater Conveyance System Design

- (1) All storm sewer systems and culverts shall be designed taking into consideration the tailwater of the receiving facility or water body. The tailwater elevation used shall be based on the tailwater elevation of the receiving water body at the peak time of the design storm. Alternatively, the tailwater may be assumed to be the design high water elevation of the receiving water body for the design storm. Table 6-3 lists the minimum requirements for conveyance system design.

Table 6-3: Minimum Requirements for On-Site Stormwater Conveyance Systems

Facility	Frequency and Duration
Principal arterial bridges and evacuation routes	100-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage internal to the development	10-year 24 hours

- (2) The hydraulic gradient line for the storm sewer system shall be computed taking into consideration the design tailwater on the system and the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.
- (3) The minimum design criteria to be utilized for the design of pavement drainage are listed in Table 6-4.

Table 6-4: Pavement and Drainage Criteria

Facility	Frequency and Duration
Arterial streets	10-year, 24-hour, hydraulic gradient line 1.0 foot below the gutter flowline
Collector and local streets	10-year, 24-hour, hydraulic gradient line 0.5 feet below the gutter flowline

(C) Erosion protection

Standard practices shall be used to prevent erosion and the depositing of soil off-site pursuant to the requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

(D) Maintenance

Except for those stormwater management systems with the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems and the Developer, or its assignees, hereby assumes maintenance of all improvements.

6.4. Roads and Sidewalks**(A) Roads**

Roads within a subdivision or other development shall be classified as public roads. All roadways and road rights-of-way will be dedicated to the City. The City will maintain all improvements within the right-of-way which include, but are not limited to, pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs.

(1) Public Roads

- (a) As part of the review and approval of a public road subdivision, the City shall require that roads be designed, constructed, and paved to specifications within the latest edition of The Villages Construction and Development Manual.
- (b) The access points to the project may be gated with resident-only gates by the Developer or its successors or assignees. All gates will open with a push button system allowing vehicular traffic to enter the development. All gates will allow public access.
- (c) Roadways within the VOWL will not be required to connect to any properties or project not owned by the same developer.

(2) Commercial Roadway Projects

The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect public safety. For non-residential access to Major Collector Roadways see Table 6.5 below.

Table 6-5: Non-Residential Access to Collector/Arterial Roadways

Speed Limit (mph)	Spacing (Ft)
35 or less	245
36-45	440
Over 45	660

(3) Golf Cars

Golf cars are allowed to utilize the roadways within the project for all roadways signed 30 miles per hour or less. Golf car access to or from city streets or multimodal paths outside the development are prohibited unless explicitly approved by the Developer or its successors or assignees.

(B) Design Standards

- (1) Cul-de-sac diameters to the right-of-way line shall not be less than 100 feet with a pavement radius of 40 feet.
- (2) Dead end rights-of-way with a cul-de-sac at the terminal end shall not exceed 1,500 feet. Subdivisions with a dead end shall not require a turnaround for 250 feet.
- (3) Corner radii at the intersection of two rights-of-way shall be not less than 10 feet. Minimum edge of pavement radii shall be 25 feet for residential subdivisions and 35 feet for commercial or industrial subdivisions.
- (4) A paved approach apron shall be constructed where a non-paved drive or road intersects with a paved road. Driveway grade shall be a maximum of 10 percent for commercial and 25 percent for residential.
- (5) Roadway centerline radii in residential subdivisions shall be designed in accordance with Table 6-6. Minimum centerline radii and other geometric design criteria shall be in accordance with Chapter 16 of the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, latest edition.

Table 6-6: Minimum Centerline Radius Criteria

Roadway	Minimum Posted Speed Limit (mph)*	Minimum Intersection Spacing (Ft)	Minimum Centerline Radius (Ft)
Local Residential	10	<20 or >100	25
Local Collector	30	100	275
Arterial Road	35	330	**

*unless otherwise posted

** Per the FDOT Design Manual

- (6) Minimum intersection spacing shall be 100 feet.
- (7) Tracts, easements, and other similar areas that are adjacent to the right of way can be combined with the right of way to meet minimum ROW width criteria as stated in Table 6-7 below.
- (8) Roadways with inverted crown are not required to have curb.
- (9) Roadway Standards following Guidelines for Geometric Design of Low-Volume Roads are acceptable as well as FDOT Greenbook. No vertical curves are required when the algebraic difference is less than 2%.

Table 6-7: Right-Of-Way Widths

Street Type	ROW Width (ft)	Roadway Lane Widths (ft)	Width of Pavement (ft)	Sidewalk
Local Residential	35	10	20	*
Local Collector	35	10	20	*
Arterial	80	11	22	*
Note: This table applies for new construction. Maintenance projects shall attempt to satisfy these requirements as deemed practical. *Sidewalk widths and locations shall be per developer.				

(C) Driveway Access

- (1) There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street.

(D) Sidewalk and trail placement is per the Developer's discretion.

(E) Sign and Pavement Markings

- (1) Signing and marking plans shall be required to show size, location, materials, and message of all devices.
- (2) The design engineer shall design the project plans providing for installation of signs as per the requirements of this LDR. Street signs are required at every intersection. Stop signs and stop bars requiring vehicles to stop are required on the minor street at all intersections. All stop signs shall be high intensity grade. Stop signs may be 30 inches on arterial/collector roadways and 24 inches on local streets. A 30 inch stop sign shall be used when transitioning from a local street to an arterial/collector street. Signs establishing maximum speed limit are required on collector roads at intervals not to exceed 2,000 feet and at the entrance to the subdivision. Project wide speed limit signs on major roadways (i.e. CR 470) are an acceptable replacement for speed limit signs within each subdivision. The speed limit shall be determined by the project engineer in accordance with Section 316.183 and 316.18, Florida Statutes, and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Highways, Roads, and Streets in Florida, Florida D.O.T., latest edition. Dead end signs shall be erected at the beginning intersection of all discontinuous roads. No outlet signs shall be erected at the entrance intersection when an intersection is the only outlet from a street network.
- (3) All sign sizes, colors, mounting heights, etc. shall be in accordance with the latest edition of The Villages Construction and Development Manual.
- (4) All pavement centerline and edge markings Private or Public Roads shall be four-inch wide paint, in accordance with FDOT specifications. Stop bars shall be 24 inches wide. All other pavement marking dimensions shall comply with the MUTCD and FDOT Standard Index, latest revision.

6.5. Parking Requirements

Table 6-9 lists the minimum standards for off-street parking within the development.

Table 6-9: Minimum Standards for Off-Street Parking Requirements

Land Use	Required Parking Spaces Per Indicated Areas
Bowling Alley	3.0 Per lane
Church/Synagogue	1.0 Per 3 seats
Fiduciary Institutions	1.0 Per 300 square feet gross floor area (GFA)
Hotel	1.1 per sleeping room or rental unit
Industrial	1.0 Per 750 square feet GFA
Manufacturing	1.0 Per 750 square feet GFA devoted to manufacturing
Medical Center	1.0 Per 250 square feet GFA
Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds
Independent Living Facility	To be determined by specific occupancy
Nightclub/Bar	1.0 Per 2.5 seats
Offices	3.0 Per 1,000 square feet GFA
Restaurant and Fast Food Establishment	1.0 Per 125 square feet of gross leasable area or 1 Per 2.5 seats, whichever is greater
Multi-Family Residential Units	1.5 Per 1.0 units
Commercial or general retail independently located	1.0 Per 250 square feet of gross leasable area
Golf Driving Range	1.0 space per tee
Recreational Use	To be determined by specific occupancy
Public/Institutional Use	To be determined by specific occupancy
Mixed Use Shopping Center Under 400,000 square feet gross leasable area (GLA)	3.5 Per 1,000 square feet GLA
Mixed Use Shopping Center Over 400,000 square feet GLA	3.0 Per 1,000 square feet GLA
Storage areas	1.0 Per 2,000 square feet GLA
Theater	1.0 Per 4 seats
Warehouse	1.0 Per 3,000 square feet GFA

(A) Habitable Building Area

Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets, and similar areas of a building. Parking within the development shall be measured on an aggregate basis, and at the time of site plan submittal. The owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the project depicted in the site plan.

(B) Reconstruction

Once a structure has been constructed and parking provided pursuant to the requirements set forth in this LDR, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

(C) Loading, Unloading Zones and Stacking

Parking areas may be used as loading and unloading zones without striping or demarcation. Appropriate stacking distances shall be provided for drive thru facilities.

(D) On-Street Parking

On-street parallel parking may be constructed with a minimum width of eight (8) feet and a length of 22 feet.

(E) Modification of Parking Requirements

Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages DRC. No approval from the City is required to modify parking criteria within this LDR.

(F) Parking Space Dimensions

The minimum parking space shall be 10 feet in width by 18 feet in length. Parking spaces for the physical handicapped shall comply with the requirements of the Florida Building Code.

(G) Garage or Carport

Minimum one-car parking shall be provided per residential unit. A one-car garage or carport and driveway combination shall count as off-street parking spaces.

(H) All Other Proposed Uses

Any proposed use not found within this section shall defer to The Villages DRC.

6.6. Tree Protection

The Developer is exempt from tree protection criteria.

Appendix 1: The Villages Construction and Development Manual, Latest Edition

[UNDER SEPARATE COVER]

Appendix 2: Development and Plat Application

**Appendix 3: Engineer's Certification of Satisfactory Completion and
Final Construction Clearance Procedure**

Appendix 4: Electronic Application Submittal

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760



Development and Plat Application

Project Name: _____

*A project name is required for all submissions. Please choose a unique name for your project.

Application Type:

___ Final Plat ___ Improvement/Subdivision Plan
___ ROW/Plat Vacate ___ Lot Split
___ Replat of Subdivision ___ Site Plan

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ Email: _____

Owner Name: _____ Phone: _____

Address: _____ Email: _____

Engineer Name: _____ Phone: _____

Address: _____ Email: _____

Property and Project Information:

Property Address: _____

List Parcel Number(s): _____

Current Property Use: _____ Proposed Use of Property: _____

Current Future Land Use: _____ Current Zoning: _____

Required Submittal Items:

All items will be submitted by electronic means; ie, "BOX" or FTP Site

___ Development Services Application ___ Plans (24" x 36")
___ Legal Description (Microsoft Word Format) ___ Stormwater / Drainage Calculations (as applicable)
___ Final Plat (and supporting documentation)

Applicant Signature: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form from the owner to submit application.



City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760
www.leesburgflorida.gov

Engineer's Certification of Satisfactory Completion

City of Leesburg
204 N. 5th Street
Leesburg, Florida 34748

Project Name: _____

Phase: _____

In my professional opinion and to the best of my knowledge, information, and belief, the above referenced project has been completed in general conformance with the final engineering plans approved by the City of Leesburg.

Should you have any questions or comments regarding this matter, please feel free to contact our office.

Farner Barley and Associates, Inc.

By: _____

(Typed Name)

SEAL REQUIRED

Registered Engineer No. _____

STATE OF FLORIDA

Date: _____



Final Construction Clearance Procedures

Project Name: _____

Submittal requirements prior to issuance of Building Certificates of Occupancy (C.O.)

The following items are required to be submitted to the City in one complete package by electronic means; ie, "BOX or FTP Site.

_____ One (1) Engineer of Record Certification of Completion form

_____ One (1) 24" x 36" Record Drawing Plans

_____ One (1) SHA-1 Form

TO BE PROVIDED WITHIN 90 DAYS OF ISSUANCE OF C.O.:

Additional submittal requirements subsequent to issuance of Building Certificates of Occupancy (C.O.).

1. **Final As-Built Plans**
2. **Final Clearance of Potable Water and Sanitary Sewer Systems by FDEP**
3. **Letter certifying that the constructed stormwater ponds have adequate volume for the project being certified complete**

The licensee must retain the hardcopy.

Upload completed Engineer's Certification of Satisfactory Completion form and submittal package, properly signed, sealed and dated to the "BOX".

ELECTRONIC APPLICATION SUBMITTAL

Name of the project: _____

P.E. Name: _____

P.E. Number: _____

Date of Document Sealing: _____

P.E. Contact information Mailing Address: _____

Telephone #: _____

Email Address: _____

Name of Document

SHA-1 Authentication codes (Digest and Public Key)

PE Certification Statement, Signature, Seal and Date _____

(SEAL)

EXHIBIT 5

RESERVED

MEMORANDUM

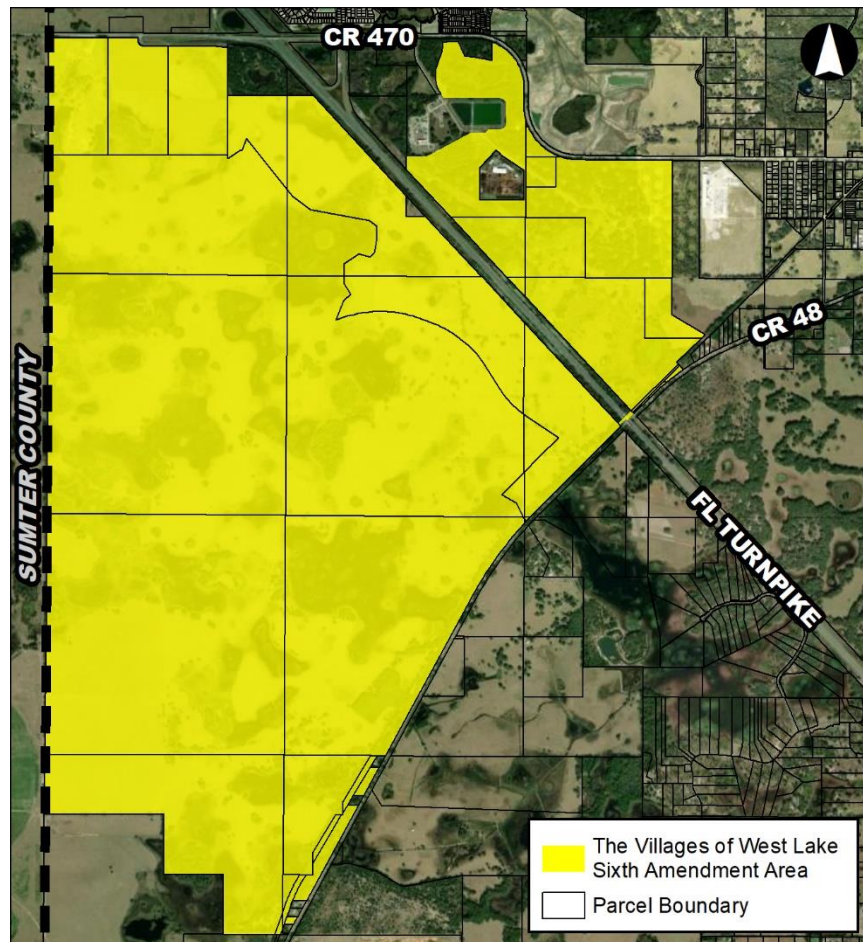
To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: July 27, 2023

Subject: Sixth Amendment to The Villages of West Lake
Transportation Analysis

This memorandum is in support of submittals for the Sixth Amendment to The Villages of West Lake in the City of Leesburg, Florida. The Villages of West Lake Sixth Amendment area is composed of 38 parcels totaling approximately 4,192.5 acres:



- One (1) 79.3-acre parcel located south of Florida's Turnpike, just south of CR 470. The parcel is currently designated as Regional Office on the County's Future Land Use Map.
- Twenty-four (24) parcels which total 3,599.6 acres located south of Florida's Turnpike and CR 470, and north of CR 48. The parcels are currently designated as Secret Promise Mixed Use (SP Mixed Use), Conservation, and FL Turnpike on the City's Future Land Use Map.
- Thirteen (13) parcels which total 513.6 acres located north of Florida's Turnpike and CR 48, and south of CR 470. These parcels are currently designated as Institutional, Industry Technology Commerce Park (ITCP), and Age Restricted Development (ARD) on the City's Future Land Use Map.

The Sixth Amendment includes the re-designation of these parcels to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

However, the Sixth Amendment proposes no new land use intensities in addition to what is currently approved for The Villages of West Lake. The current cumulative land use approved for the Villages of West Lake (and proposed for the Sixth Amendment) are as follows:

- 14,185 residential dwelling units
- 4,100,000 square feet of non-residential use

As the Sixth Amendment does not increase land use intensities from what is currently approved for The Villages of West Lake, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

Furthermore, as there is no change in land use intensities from what is currently approved for The Villages of West Lake, the Sixth Amendment is actually a reduction of development that the Sixth Amendment parcels are currently entitled for on the City's Future Land Use Map.

As is typical with long range planning, The Villages will continue partnerships and coordination with the Florida Department of Transportation (FDOT), Lake-Sumter Metropolitan Planning Organization (MPO), and others beyond this Sixth Amendment submittal to monitor the impacts of development to identify actual roadway needs in the future.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY CITY OF LEESBURG TURNPIKE & CANAL ST WWTP AND SSU/SEWWCA PONDS

The intent of this reclaimed water control strategy is to provide a general framework for operation of the overall system between the City of Leesburg (City) and South Sumter Utilities/Southeast Wildwood Water Conservation Authority (SSU/SEWWCA). Due to the complexity of treatment, pumping and environmental systems, there are potential scenarios and events that cannot be addressed. When these atypical events occur parties shall agree to expeditiously pursue all necessary actions to resume normal effluent operations as soon as reasonably possible.

The SSU/SEWWCA operations are to be monitored and controlled via the existing SSU/SEWWCA Supervisory Control and Data Acquisition (SCADA) System. The Canal St and Turnpike Wastewater Treatment Plants (WWTPs) Operations are to be monitored and controlled via the City's SCADA System. In the descriptions which follow, all set-points will be adjustable through the associated City's SCADA system or the Operator Interface Terminals (OIT) located at each of the City's sites. There will be no connection between the City's and SSU/SEWWCA SCADA systems.

SSU/SEWWCA Permissive Signal: The SSU/SEWWCA SCADA system will monitor the level of the SSU/SEWWCA Pond no. 1 (i.e. North Pond). This system is responsible for providing a "permissive" command to the City's SCADA System to allow the transfer of reclaimed water to the SSU/SEWWCA Pond No. 1, via the City's SSU/SEWWCA dedicated transfer pump station. This permissive will be either manually initiated by the SSU/SEWWCA operator or automatically initiated through PLC logic. The automatic mode is based on the water level in the SSU/SEWWCA Pond No. 1 being below the full level (high water level, HWL). This level will be adjustable via the SSU/SEWWCA SCADA system. This level will typically be set to between 2- to 4-feet of freeboard. After the pond reaches a full level, the pond must fall by an operator adjustable level before the permissive will be reinitiated, typically 3- to 6-inches. This will prevent short cycling of the City's SSU/SEWWCA transfer pump station. If additional basins are constructed adjacent to the reclaimed water main from Turnpike WWTP to the SSU/SEWWCA Pond No. 1, that can receive reuse, the permissive signal from SSU/SEWWCA will be modified to include level monitoring of these basins.

Canal St WWTP to SSU/SEWWCA Pond No. 1

The Canal St WWTP ground storage tank has associated effluent and reject pumping facilities. Both of the pumping stations can convey flow south to the SSU/SEWWCA Pond No. 1 or the Turnpike WWTP.

Normal Operation:

Upon receipt of permissive from SSU/SEWWCA system network, the City's high service pumps will convey reclaimed water to SSU/SEWWCA based on the water levels in the reclaimed tank.

SSU/SEWWCA Non-Permissive:

If no permissive from SSU/SEWWCA system network is received and a high water level (HWL) is reached in the Canal St. WWTP reclaimed tank, the City shall coordinate with SSU/SEWWCA to determine if permission can be manually initiated. If capacity is not available in the SSU/SEWWCA Pond No. 1, the City shall actuate the control valves at the SSU/SEWWCA Pond No. 1, the pond discharge valve will be closed and the reject valve will be opened. The reclaimed water will be diverted to either the reclaimed or reject reservoirs at the Turnpike WWTP for storage. Depending on where the reclaimed water was discharged, it will be sent for disposal on the City's South spray fields, conveyed to City's Public Access Reuse (PAR) system, or delivered to an SSU/SEWWCA storage basin once a permissive signal has been initiated.

Reject Operation:

Independent of the permissive condition of the SSU/SEWWCA system network and prior to the conveyance of non-compliance (reject) water from the Canal WWTP to the Turnpike WWTP, the City shall remote actuate and manually verify position of the valves at the SSU/SEWWCA Pond No. 1. If available SSU/SEWWCA will assist to manually verify valve position. The City shall immediately notify SSU/SEWWCA of a reject condition, and shall provide the estimate duration until normal operation will be resumed. The SSU/SEWWCA discharge valve will be closed and the reject valve will be opened. Reject water will be diverted to reject reservoirs at the Turnpike WWTP for retreatment or disposal on the South spray fields. The City shall be responsible to meet the FDEP requirements for flushing and disinfecting the reuse/reject water main from Canal St WWTP to the SSU/SEWWCA Pond prior changing the control valve position and sending reclaimed water to SSU/SEWWCA. Return to reclaimed shall be a City operator decision and not an automatic process. City shall notify SSU/SEWWCA prior to returning to normal reclaimed operation. SSU/SEWWCA SCADA operators shall not have control to actuate direct reclaimed effluent from the Canal Street WWTF into the North Pond or to bypass it to reject.

Turnpike WWTP to SSU/SEWWCA Pond No. 1 and Additional Reclaimed Ponds.

The Turnpike WWTP reclaimed reservoir has three (3) pump stations: the City's PAR system pump station, the SSU/SEWWCA transfer station and the reject pump station. The reject pump station conveys flow to the south spray field.

Normal Operation:

The City's effluent pump stations will generally convey reclaimed water to SSU/SEWWCA, City's PAR distribution and reject (spray fields) based on the water levels in the reclaimed storage reservoir as indicated in the table below:

Water Level Settings	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On ⁽¹⁾	On ⁽²⁾	On
SSU/SEWWCA Level	On ⁽¹⁾	On ⁽²⁾	Off
Leesburg Only Level	On ⁽¹⁾	Off	Off

LWL	Off	Off	Off
-----	-----	-----	-----

1. Assumes demand in City's PAR system
2. Assumes permissive signal from SSU/SEWWCA

The variable speed pump stations will run to maintain an adjustable levels in the Turnpike reclaimed reservoir. Any excess reclaimed water beyond the Leesburg level will be transferred to the SSU/SEWWCA. Pumping will be suspended to SSU/SEWWCA should the level fall to below the City Only water level. The City will operate the Turnpike reclaimed reservoir in such a way as to maximize turnover of the stored effluent.

The Leesburg PAR pump station and SSU/SEWWCA station can be interconnected to send additional flow SSU/SEWWCA. It will be the City's discretion to utilize the interconnection based on anticipated system demands. The City shall notify SSU/SEWWCA before the interconnection is opened and when the interconnection is closed.

SSU/SEWWCA Non-Permissive:

If a permissive is not received from SSU/SEWWCA system network the pump stations will generally convey reclaimed water to City's PAR distribution and reject system based on the water levels in the reclaimed reservoir as indicated in the table below:

Water Level	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On ⁽¹⁾	Off	On
SSU/SEWWCA Level	On ⁽¹⁾	Off	Off
Leesburg Only Level	On ⁽¹⁾	Off	Off
LWL	Off	Off	Off

1. Assumes demand in City's PAR system

Reject Operation:

If the Turnpike WWTP enters a reject condition the City shall immediately notify SSU/SEWWCA and shall provide the estimated duration until normal operation will be resumed. At no time shall the City utilize the reclaimed holding pond for reject water. The City shall notify SSU/SEWWCA when normal operations have resumed.

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

The Form of the Franchise Agreement shall be mutually agreed to by the Parties for the following franchises which shall include audit rights:

<u>Type of Franchise</u>	<u>Annual Payment from Gross Operating Revenues</u>
Potable Water	5%
Wastewater Collection and Treatment	5%
Irrigation and Reclaimed Water	5%
Solid Waste Collection and Disposal	5%

EXHIBIT 10

Building Permitting and Inspection Service Delivery Agreement Between the City of Leesburg, Florida and Sumter County

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this 14th day of September, 2018, by and between the City of Leesburg ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self-government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City each provide building permitting and inspection services within their respective jurisdictions; and,

WHEREAS, The Villages® Companies undertakes various planned development projects in the City and County which cross jurisdictional boundaries; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building permitting and inspection services for The Villages® Companies will result in a more efficient and cost effective method of service delivery, ultimately enhancing economic development and promoting the safety and welfare of all of the citizens of City/County Region:

1. Service Delivery Agreement:

- a. The County shall serve as the single, unified point of service for building permitting and inspections services for development by The Villages® Companies within the portion of the City which is zoned ARD (Age Restricted Development). This Agreement shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City solely for

development by The Villages® Companies within the portion of the City zoned ARD. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with State law and the The Villages® development agreement between the City and The Villages®.

b. The County shall be responsible for funding of the staff and operational costs of the services of this Agreement. Funding shall be generated from fees collected for building permit applications, reviews, and inspections for development by The Villages® Companies within the portion of the City which is zoned ARD. Fees collected for building permits, reviews, and inspections for development by The Villages® Companies within the portion of the City zoned ARD shall be the same as the then current County fee schedule.

c. The County and City agree to prepare and adopt unified operational procedures for building permit processing, review, and inspections to assure a high level of service to customers without undue delay.

d. The County shall provide for a building, permitting and inspection customer interface location within The Villages® development within the City.

2. Fire Inspections and Plan Review:

Consistent with The Villages® development agreement with the City, the County, through The Villages® Public Safety Department, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plan reviews for development by The Villages® Companies within the portion of the City which is zoned ARD.

3. Term:

The term of this agreement shall commence upon the date set forth above and be for a period of thirty (30) years, unless otherwise amended or earlier terminated as provided herein. Either party may terminate this Agreement without cause by providing the other party one-hundred eighty (180) calendar days prior written notice.

4. Dispute Resolution:

The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines, in its sole discretion and good faith that it is necessary to file a lawsuit or other

formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

- b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party Florida Supreme Court certified mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Costs of mediation shall be shared equally among the parties participating in mediation.
- d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
- e. Any of the time requirements set forth in this dispute resolution provision of the agreement may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such

agreement to extend time would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement to extend shall have the effect of extending any jurisdictional time requirements with regard to that claim.

5. **Hold Harmless; Sovereign Immunity.** To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of the Agreement. The foregoing is not intended, and shall not be construed, as a waiver by either party of the benefits of Section 768.28, Florida Statutes.
6. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
7. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below or communicated through electronic mail (E-Mail) with a Read Receipt. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

If to County: County Administrator
Sumter County
7375 Powell Road
Wildwood, FL 34785

If to City: City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630

Leesburg, Florida 34749

8. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
9. **Assignment and Subcontracting.** No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made, unless approved in writing by the parties.
10. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
11. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and assigns.
12. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
13. **Time is of the Essence.** Time shall be of the essence of this Agreement.
14. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
15. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. *Law of the Agreement.* The Parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising from or related to this Agreement,

17. *Jurisdiction and Venue.* The Parties to this Agreement agree that venue shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited by agreement of the parties. The Parties further agree that entry into this Agreement constitutes irrevocable consent and agreement that the exclusive venue and jurisdiction for any such dispute (including any dispute that is based on only a tenuous nexus to this Agreement) shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any and all right(s), to the removal of any such dispute to any federal court. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

18. *Attorney's Fees; and Costs of Enforcement.* Each Party shall at the conclusion of the resolution of any and all disputes arising from or based on this Agreement, shall pay all of its own cost and attorney's fees incurred in the prosecution or defense of said dispute. Each Party shall pay its own cost and attorney's fees without regard to which Party prevailed in the resolution dispute arising from or based on this provisions of this Agreement.

19. *Section and Paragraph Headings.* Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

20. *Cooperation; Supplementary Actions.* All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

21. *Miscellaneous.* Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

IN WITNESS WHEREOF, the City and the County have caused this agreement to be duly executed by their authorized representatives on the dates set forth above.

THE CITY OF LEEBURG

By: *H.D. Robuck, III*
Mayor H.D. Robuck, III

ATTEST: *J. Andi Purvis*
City Clerk J. Andi Purvis

SUMTER COUNTY

By: *Al Butler*
Al Butler, Chairman



Attest: *Caroline A. Restimawi*
Caroline A. Restimawi, Deputy Clerk



EXHIBIT 11

DEVELOPMENT PERMITTING

(The following agency permits may or may not be needed)

1. City/County
2. Water Management District
3. Florida Department of Environmental Protection (Water and Sewer)
4. Florida Department of Environmental Protection (WUP/CUP)
5. FDOT Drainage
6. FDOT Driveway
7. FEMA
8. Annexation
9. Rezoning
10. Comprehensive Plan Amendment
11. ROW Utility Connection
12. DUKE Easement
13. SECO Easement
14. Sabal Easement
15. Health Department

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.8.

Meeting Date: April 22, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, Request for a Chapter 163 Florida Statutes Development Agreement Amendment for The Villages of West Lake Area B, to update the agreement to reflect year and remove information no longer needed; to clarify the definition of VLC (Villages Land Company) to include the affiliates of VLC; to add references to community support districts which allow non-age restricted residential uses; to incorporate and update the provisions that were contained in Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and amendments will be terminated when this Chapter 163 Florida Statutes Agreement Amendment is completely and fully executed; to update the agreement to reflect the current requirements in Florida Statutes for Chapter 163 Agreements; this request does not include changes to population density, building height or intensity; for a property generally located north and south of the Florida Turnpike, west of County Road 48, and east of the Sumter County line, as legally described in Sections 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, and 32, Township 20 south, Range 24 east, Lake County, Florida; and providing an effective date. (VOWL Chapter 163 Agreement Amendment Area B)

Staff Recommendation:

Staff recommends approval of the proposed revision to The Villages of West Lake Area B Development Agreement per Chapter 163 Florida Statutes and exhibits attached hereto for the property owned by Villages Land Company, LLC.

Analysis:

Chapter 163.3220-163.3243, Florida Statutes, is known as the Florida Local Government Development Act. This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long-term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer, as well as the general public.

Both the City of Leesburg and the Villages Land Company, LLC, by amending this agreement, incur specific obligations regarding development rights, land uses, density, and intensity of development, along

with the infrastructure agreements to include potable water and sanitary sewer services plus water utility service and building design criteria. A periodic review of the Agreement is required to ensure demonstration of good faith compliance with the terms. Included in the document are terms of amendment and revocation. Utility franchises, which are also subject to the agreement, will be added and reviewed by City Commission on an individual basis.

Procurement Analysis:

N/A

Options:

1. Approve the proposed revised Area B Development Agreement with the Villages Land Company, LLC, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this revised development agreement will not create an immediate fiscal impact on the City of Leesburg. Future development of the property under this agreement will significantly enhance the revenue stream of the City via additional ad valorem tax revenue, utility fees, and charges for service.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REQUEST FOR A CHAPTER 163 FLORIDA STATUTES DEVELOPMENT AGREEMENT AMENDMENT FOR THE VILLAGES OF WEST LAKE AREA B, TO UPDATE THE AGREEMENT TO REFLECT YEAR AND REMOVE INFORMATION NO LONGER NEEDED; TO CLARIFY THE DEFINITION OF VLC (VILLAGES LAND COMPANY) TO INCLUDE THE AFFILIATES OF VLC; TO ADD REFERENCES TO COMMUNITY SUPPORT DISTRICTS WHICH ALLOW NON-AGE RESTRICTED RESIDENTIAL USES; TO INCORPORATE AND UPDATE THE PROVISIONS THAT WERE CONTAINED IN CHAPTER 163 PUBLIC FACILITIES AGREEMENT BETWEEN THE VILLAGES AND THE CITY. THE PUBLIC FACILITIES AGREEMENT AND AMENDMENTS WILL BE TERMINATED WHEN THIS CHAPTER 163 FLORIDA STATUTES AGREEMENT AMENDMENT IS COMPLETELY AND FULLY EXECUTED; TO UPDATE THE AGREEMENT TO REFLECT THE CURRENT REQUIREMENTS IN FLORIDA STATUTES FOR CHAPTER 163 AGREEMENTS; THIS REQUEST DOES NOT INCLUDE CHANGES TO POPULATION DENSITY, BUILDING HEIGHT OR INTENSITY; FOR A PROPERTY GENERALLY LOCATED NORTH AND SOUTH OF THE FLORIDA TURNPIKE, WEST OF COUNTY ROAD 48, AND EAST OF THE SUMTER COUNTY LINE, AS LEGALLY DESCRIBED IN SECTIONS 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL CHAPTER 163 AGREEMENT AMENDMENT AREA B)

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

Section 1.

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

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

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

THE VILLAGES OF WEST LAKE AREA B CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2024~~3~~, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC” and sometimes as “Developer”, or “Master Developer” as hereafter described, ~~including its affiliates~~), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred to as “City” or “Leesburg”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

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

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

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

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

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

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

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

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in ~~the~~ The Villages communities; and

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

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

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

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, ~~and~~ February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

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

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

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

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

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

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

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

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

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

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

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

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

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

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

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

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

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

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

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

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

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

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	6,185 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	550,000

(B) Entitlements and Conversion Matrix.

- 1) The Area B Project Entitlements are shown in **TABLE 1.**
- 2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.
- 3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3.**

4) ~~The~~ VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area B to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

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

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. ~~The maximum permitted building height is identified in EXHIBIT 4, Table 3-1.~~ ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

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

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

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

5) Mining. Mining within the Project is a permitted use. The Developer must receive the required FDEP and SWFWMD permits as applicable prior to construction and provide copies to the City prior to construction. The mining operation does not require approval from the City.

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

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

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

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project

and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

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

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

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

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

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in TABLE 1 to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in EXHIBIT 6. Attached and incorporated as EXHIBIT 2 is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

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

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

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

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated

February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references. Potable Water and Sanitary Sewer Service

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

1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC,

any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

a. Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

- c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2. In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

- (a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:
 - i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

(b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on EXHIBIT 7, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

- 1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

- 1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns ("VCCDD") through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

- 1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected

by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be “single stream” recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC (“SSUC”) three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars (\$9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City’s Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the “Ordinance”), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District ("CDD") Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

~~(K)~~ Public School Impacts

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

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria

along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

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

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

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

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

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

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

against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

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

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

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

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

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

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

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

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

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out

the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

For the City:

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

With copy to:

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

For the Master Developer:

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

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

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 202~~43~~ and _____, 202~~43~~.

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

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

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

(Witness Signature)

By: TVL Company, LLC, its Manager

(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024~~2~~, by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

Notary Public

Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

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

ATTEST:

Date

ANDI PURVIS, CLERK

Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
<u>Exhibit 7</u>	<u>Facility Location Map</u>
<u>Exhibit 8</u>	<u>Reclaimed Water Operational Control Strategy</u>
<u>Exhibit 9</u>	<u>Franchise Agreement Form Detail</u>
<u>Exhibit 10</u>	<u>Building Permitting and Inspection Service Delivery Agreement</u>
<u>Exhibit 11</u>	<u>Development Permitting</u>

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

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

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

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

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

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

c. MINING (SEE SECTION III (A) 5) CONTAINED WITHIN THIS AGREEMENT).

e.d. COMMUNITY SUPPORT DISTRICT

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND
INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

**THE VILLAGES OF WEST LAKE AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT**

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2024, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC” and sometimes as “Developer”, or “Master Developer” as hereafter described, including its affiliates), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as “City” or “Leesburg”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

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

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

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

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

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

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

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

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

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

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

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

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

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

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

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

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

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

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

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

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

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

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

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

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

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

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

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

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

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

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

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

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	6,185 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	550,000

(B) Entitlements and Conversion Matrix.

- 1) The Area B Project Entitlements are shown in **TABLE 1**.
- 2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.
- 3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.
- 4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to,

use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area B to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

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

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

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

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project.

Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

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

5) Mining. Mining within the Project is a permitted use. The Developer must receive the required FDEP and SWFWMD permits as applicable prior to construction and provide copies to the City prior to construction. The mining operation does not require approval from the City.

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

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

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

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

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

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

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

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

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

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

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

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

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, EXHIBIT 4 attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways

shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater

generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see EXHIBIT 7) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

- a. Annual Flow to VLC (AADF) During Wet Weather Period:

The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

- b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

- c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2. In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and

significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

- (a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:
 - i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

- ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

- (b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.
- 5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing

any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns ("VCCDD") through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of

such solid waste collection and disposal within the Property. The solid waste collection within the Property may be “single stream” recycling and plastic bags rather than containers.

(F) **Impact Fees.** The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) **Wastewater Collection and Treatment Impact Fee Credit.** In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC (“SSUC”) three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars (\$9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City’s Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) **Water System Capacity Impact Fee.** Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the “Ordinance”), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) **Building Code Inspection and Plan Review**

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District (“CDD”) Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K) Public School Impacts

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

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

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

subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

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

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

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

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

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

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

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

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

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

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

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

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

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

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

For the City:

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

With copy to:

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

For the Master Developer:

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

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

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2024 and _____, 2024.

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

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

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

(Witness Signature)

By: TVL Company, LLC, its Manager

(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager
of The Villages Land Company, LLC, who is personally known to me.

Notary Public

Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By: _____
MAYOR

ATTEST: _____
Date

ANDI PURVIS, CLERK

Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND
INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

Holtzman Vogel

HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

March 12, 2024

Dan Miller, Director
Planning and Zoning Department
City of Leesburg
204 North 5th Street
Leesburg, Florida 34748

Re: Submission of Amendments to The Villages of West Lake Chapter 163 Agreements
for Areas A and B

Dear Dan:

I am writing this letter on behalf of our client, The Villages Land Company, LLC (VLC), in order to submit amendments to the approved Chapter 163 development agreements for The Villages of West Lake Areas A and B between our client and the City of Leesburg. The proposed amendments are mostly to reflect the Secret Promise comprehensive plan amendment and to incorporate the provisions of the existing Public Facilities Chapter 163 Agreement between the City and the Villages into the West Lake Agreements. The amendments also address the latest statutory requirements for 163 Agreements and the current requirements of the Project. Below is a detailed summary of the amendments we are proposing:

1. Incorporate the Secret Promise property along with other adjacent properties (Area A only).
2. Update agreement to reflect year and remove information no longer needed etc.
3. Clarify that the definition of VLC includes the affiliates of VLC.
4. Add references to community support districts, which are not new and allow non-age restricted residential.
5. Incorporate and update the provisions that were contained in the Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and the amendments will be terminated when this 163 Agreement amendment is executed. The majority of the changes are included in pages 8 through 17 of the proposed Agreement.
6. Update the agreement to reflect the current requirements in Florida Statutes for 163 Agreements.

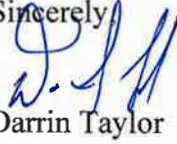
Enclosed is a clean version as well as a strike through edit version of the Agreements and revised Exhibits so you can easily review all changes.

Florida Statutes requires two public hearings in order to enter into a 163 Agreement. We are requesting that this proposed Agreement be heard by the City of Leesburg at the following hearing dates:

- City Commission (1st Public Hearing) – April 22, 2024
- City Commission (Adoption Hearing) – May 13, 2024

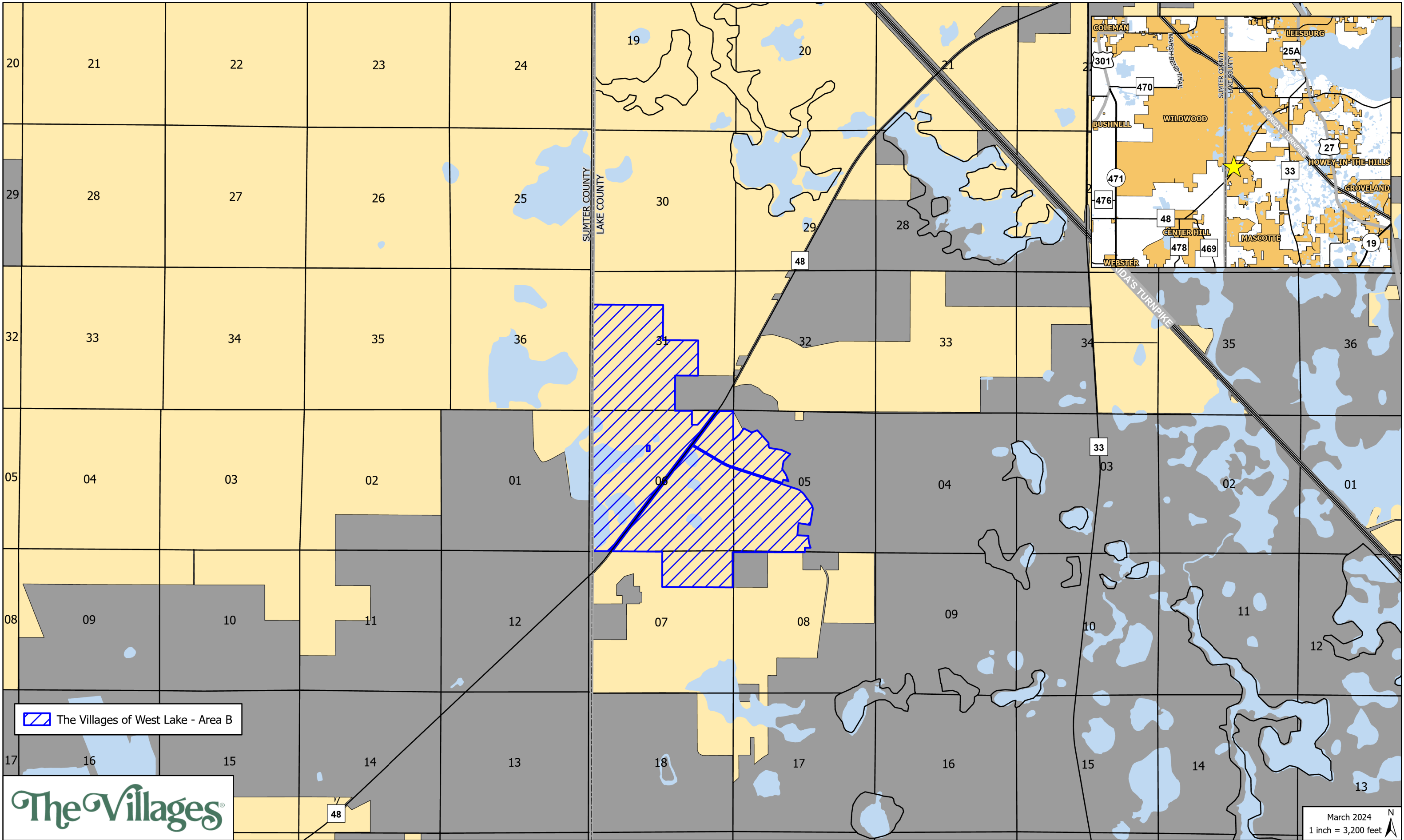
We would be happy to sit down with you and your team to further discuss the proposed Agreements at your convenience. If you need any additional information, please let us know.

Sincerely,



Darrin Taylor

cc: Martin L. Dzuro, The Villages Land Company, LLC



 The Villages of West Lake - Area B



 Section Boundary  City Limit  Water

Location Map

The Villages of West Lake
Chapter 163

March 2024
1 inch = 3,200 feet

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

LEGAL DESCRIPTION:

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY,

SHEET 2 OF 12

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 3:

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA “B” 1,230.42 ACRES±

TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

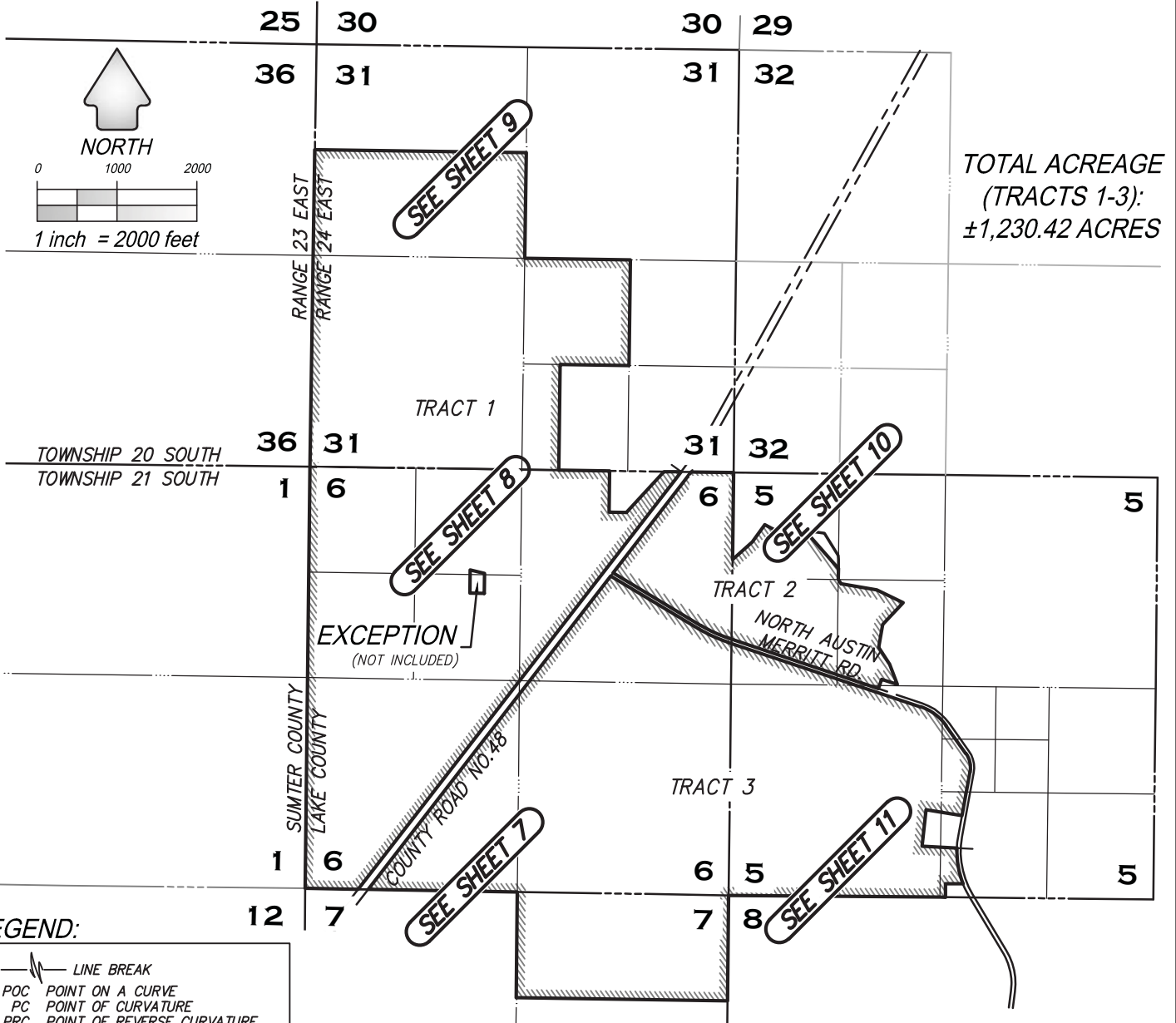
EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

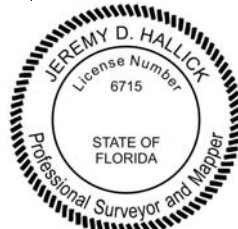
EXHIBIT " 1 "
SHEET 6 OF 12

KEY MAP- AREA "B"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 & 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA



LEGEND:

- LINE BREAK
- POC POINT ON A CURVE
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- L1 LINE TAG LABEL (SEE TABLE)
- C1 CURVE TAG LABEL (SEE TABLE)
- O CHANGE IN DIRECTION
- 6 SECTION NUMBER



[Signature]
JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

GENERAL NOTES

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

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEETS 7-11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES



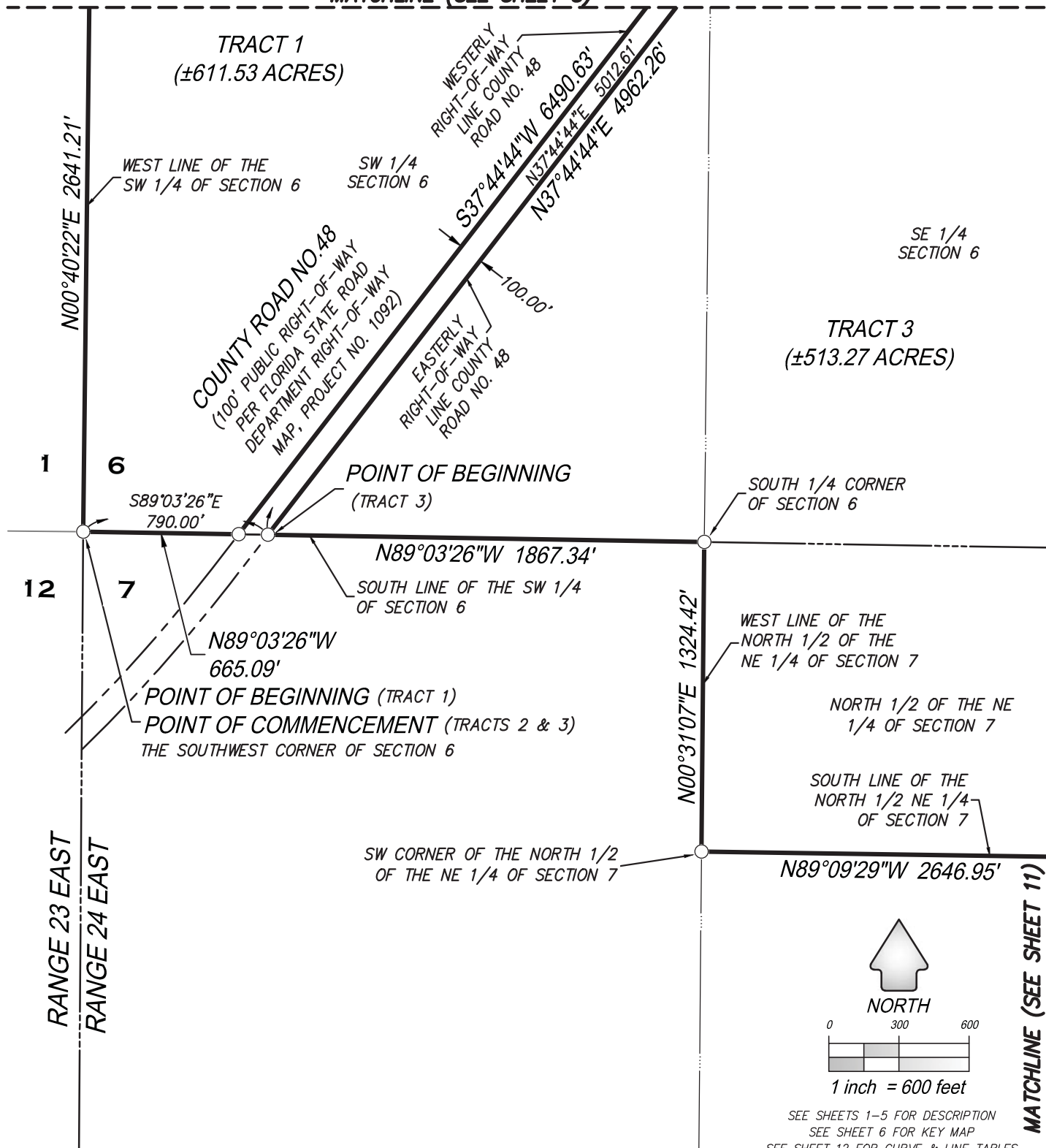
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\WOL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA B\WOL 5_CH163 AREA BDWG : 8.5X11 9/8/2022 5:19 PM BY: DSMITH

SKETCH FOR DESCRIPTION

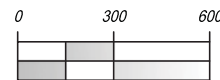
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 7 OF 12

MATCHLINE (SEE SHEET 8)



NORTH



1 inch = 600 feet

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP

SEE SHEET 12 FOR CURVE & LINE TABLES



CFB
CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD • WILDOOD, FL 34785
(352) 748-3126 LB8498

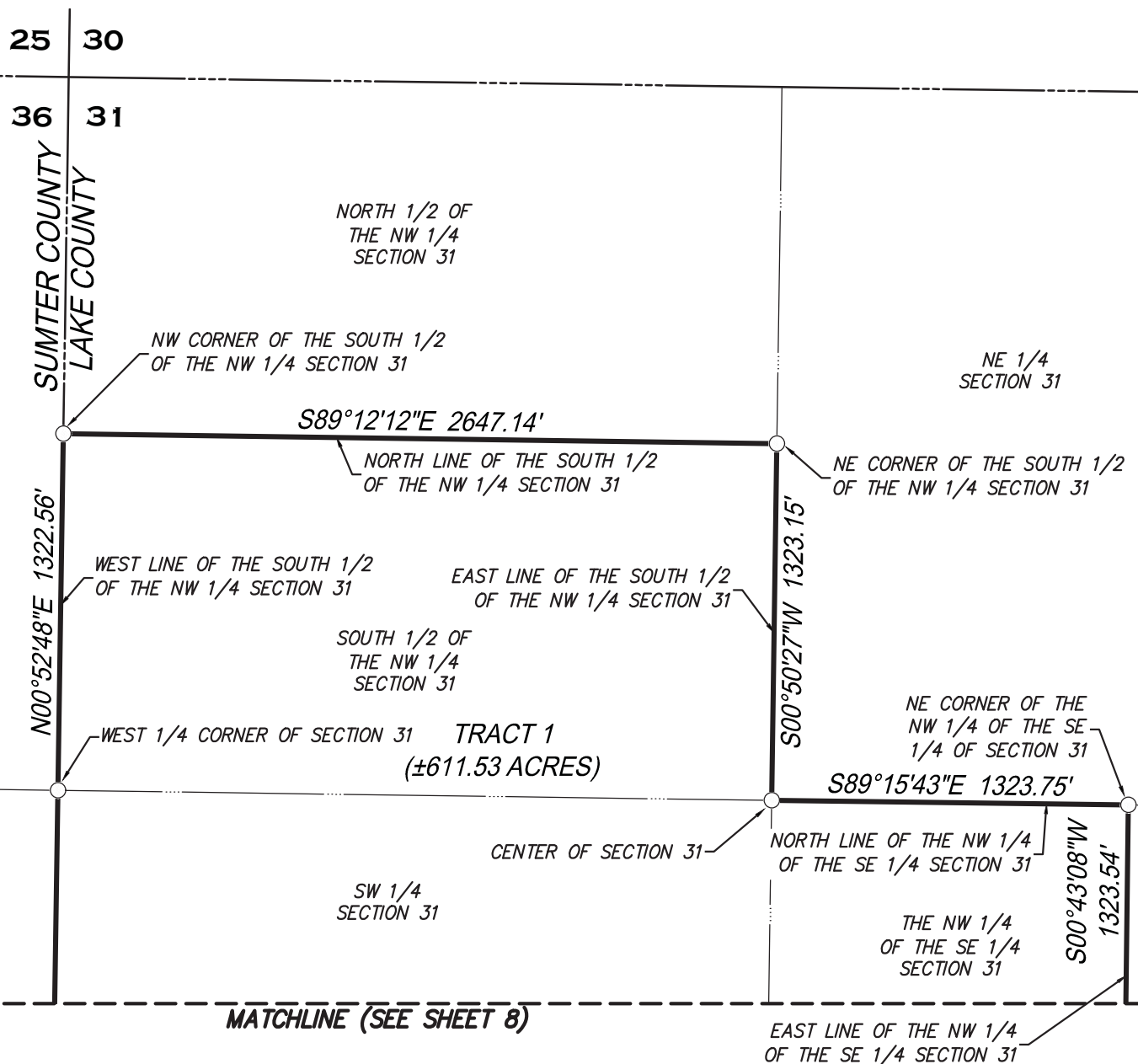
DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\WOL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA BY WOL 5_CH163 AREA BDWG : 8.5X11 9/8/2022 5:21 PM BY: DSMITH

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "

SHEET 9 OF 12



SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES



CFB
CLYMER
FARNER
BARLEY
SURVEYING

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



DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA BY VOWL 5_CH163 AREA BDWG : 8.5X11 9/8/2022 5:22 PM BY: DSMITH

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 11 OF 12

MATCHLINE (SEE SHEET 10)

NORTH AUSTIN MERRITT ROAD
(50' WIDE PUBLIC RIGHT-OF-WAY
ORB PG 405 & 407)

S35°27'16"E
424.68'

S10°21'18"W
555.30'

SW 1/4
SECTION 5

TRACT 3
(±513.27 ACRES)

WESTERLY OCCUPIED
RIGHT-OF-WAY LINE AS SHOWN
ON HALL FARNER & ASSOCIATES
SURVEY DATED 02/01/2005

SOUTH LINE OF THE
SW 1/4 OF SECTION 5

N89°30'25"W 2645.41'
SOUTH 1/4 CORNER OF SECTION 5

NE CORNER OF
SECTION 7

6

5

7

8

EAST LINE OF THE NE
1/4 OF SECTION 7

SOUTH LINE OF THE
NORTH 1/2 NE 1/4
OF SECTION 7

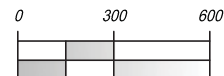
N89°09'29"W 2646.95'

S00°33'51"W 1319.74'

SE CORNER OF THE NORTH 1/2
OF THE NE 1/4 OF SECTION 7



NORTH



1 inch = 600 feet

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES



CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD • WILDOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA BY VOWL 5_CH163 AREA BDWG : 8.5X11 9/8/2022 5:23 PM BY: DSMITH

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 12 OF 12

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°49'22"W	518.18'
L2	S89°10'38"E	217.51'
L3	N42°32'39"E	694.25'
L4	S89°10'38"E	215.45'
L7	S0°36'59"W	235.00'
L8	N89°09'35"W	180.00'
L9	N0°36'59"E	291.57'
L10	S89°10'38"E	533.63'
L11	S0°40'53"W	1089.08'
L12	N48°17'18"E	330.19'
L13	N35°31'22"E	267.42'
L14	S61°51'03"E	329.31'
L15	N69°07'56"E	229.87'
L16	S41°18'04"E	633.63'
L17	S0°41'46"W	137.17'
L18	S32°14'13"E	65.43'

LINE TABLE		
LINE	BEARING	LENGTH
L19	S80°20'05"E	454.05'
L20	S64°21'57"E	367.76'
L21	S43°33'02"W	374.77'
L22	S10°02'01"W	293.45'
L23	S33°21'10"E	248.66'
L24	S21°00'41"E	273.95'
L25	N71°39'22"W	207.87'
L26	S19°19'17"W	123.83'
L27	N80°39'04"W	454.13'
L28	S86°49'44"E	434.73'
L29	N89°23'30"W	216.28'
L30	S0°34'26"W	170.37'
L31	N89°23'24"W	69.69'
L32	S75°50'19"E	185.15'
L33	S0°36'59"W	13.91'
L34	N89°09'35"W	453.05'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	119.03'	5724.15	1° 11' 29"	119.03'	S37°08'59"W
C2	192.75'	5824.16	1° 53' 46"	192.74'	N36°47'51"E
C3	394.59'	1721.98	13° 07' 45"	393.73'	N65°32'13"W
C4	405.75'	1771.98	13° 07' 11"	404.87'	S65°31'56"E
C5	401.83'	639.96	35° 58' 34"	395.26'	S53°26'33"E
C6	243.53'	304.60	45° 48' 34"	237.10'	S12°32'59"E
C7	455.89'	1084.17	24° 05' 34"	452.54'	S09°40'29"E

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEETS 7-11 FOR SKETCH



CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LB8498

Land Use Conversion Table The Villages of West Lake Revised October 2020																						
Land Use Conversion			TO:																	ITE Trip Generation Manual 10 th Edition PM Peak Hour Trip Generation		
			Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office			
		Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM:	Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential ¹	N/A	T= 0.35 *(X), X is # of Dwelling Units
	Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential ¹	N/A	T= 0.20 *(X), X is # of Dwelling Units
	Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family ²	N/A	T= 1.23 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) ²	N/A	T= 0.70 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) ²	N/A	T= 0.55 *(X), X is # of Dwelling Units
	Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), X is # of Dwelling Units
	Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), X is # of Beds
	Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), X is # of Beds
	Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), X is # of Beds
	Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), X is 1,000 Square Feet
	Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), X is 1,000 Square Feet
	Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), X is # of Students
	General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), X is 1,000 Square Feet
	Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), X is 1,000 Square Feet
	Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), X is # of Rooms
	Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), X is 1,000 Square Feet
	Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), X is 1,000 Square Feet

¹ Source: Villages O-D Survey

² The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

PERMITTED USES IN THE VILLAGES OF WEST LAKE

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

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

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

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

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

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

The Villages®

The Villages of West Lake

Land Development Regulations

September 2022



Prepared by:



Table of Contents

Chapter 1: General Provisions and Procedures	3
1.1. Statement of Intent	3
1.2. General Development Provisions	3
1.3. The Villages Development Review Committee	4
1.4. The Villages Architectural Review Committee	4
1.5. Project Approval Process and Closeout Procedures	4
1.6. Community Development Districts	6
1.7. Utility Providers	6
1.8. Additional Studies	6
Chapter 2: Definitions and Interpretations	7
2.1. Interpretations of Certain Terms and Words	7
2.2. Definitions	7
Chapter 3: Zoning and Architectural Standards	14
3.1. General	14
3.2. Principal Uses	14
3.3. Accessory Uses and Structures	15
3.4. Temporary Uses	15
3.5. Variances	15
3.6. Recreational Vehicle Developments	15
3.7. Buffer Requirements	17
3.8. Commercial Architectural Standards	19
3.9. Street Names and Address Numbers	20
Chapter 4: Site Plan Regulations	21
4.1. Site Plan Review Process and Permits	21
4.2. Site Plan Requirements	22
4.3. Site Plan Permit Exemptions	23
Chapter 5: Subdivision Regulations	24
5.1. General	24
5.2. Procedure for Subdividing Land	24
5.3. Lot Split/Lot Line Deviation	25

5.4.	Subdivision/Improvement Plan Submittal Requirements	25
5.5.	Final Plat Submittal Requirements	26
5.6.	Completion and Inspection of Improvements	27
5.7.	Model Homes	28
Chapter 6: Technical Standards		29
6.1.	Potable Water	29
6.2.	Sanitary Sewer	30
6.3.	Drainage and Stormwater Management	32
6.4.	Roads and Sidewalks	33
6.5.	Parking Requirements	35
6.6.	Tree Protection	37

List of Tables

Table 3-1: Density, Intensity, Lot Standards, Buffers, Setbacks.....	18
Table 6-1: Minimum Pipe Slopes	31
Table 6-2: Pipe Lengths.....	32
Table 6-3: Minimum Requirements for On-Site Conveyance Systems	32
Table 6-4: Pavement and Drainage Criteria.....	33
Table 6-5: Non-Residential Access to Major Collector Roadways	33
Table 6-6: Minimum Centerline Radius Criteria	34
Table 6-7: Rights-Of-Way Widths	34
Table 6-8: Residential Driveway Access Standards.....	34
Table 6-9: Minimum Standards for Off-Street Parking Requirements for Nonresidential Land Uses	36

List of Appendices

Appendix 1: The Villages Construction and Development Manual, Latest Edition
Appendix 2: Development and Plat Application
Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure
Appendix 4: Electronic Application Submittal

Chapter 1: General Provisions and Procedures

1.1. Statement of Intent

(A) Purpose

The purpose and intent of this Land Development Regulation (LDR) is to create a customized set of regulations that applies only to The Villages development(s) located within the City of Leesburg (City), Florida, which is only a portion of and supports the larger Villages community, located within Sumter County, Lake County, the City of Wildwood, the Town of Lady Lake, and the City of Fruitland Park. The regulations and requirements contained herein have been made in accordance with the City's comprehensive plan while providing the Developer a reasonable assurance that The Villages development principles can be achieved and maintained. The City's portion of the overall development needs to maintain continuity with the remainder of The Villages, as it is a mature development with most of the residential units, street system, parks, recreation, and amenities in place to serve its residents. Thus, any requirements must consider The Villages as a whole, and not simply the portion within the City. In addition, this Code provides clarity and continuity for future development of The Villages within the City. This LDR, along with The Villages Construction and Development Manual, establishes the development standards that apply to this project, as amended by the Developer. The City of Leesburg's Code of Ordinances shall not be used to govern the development of this project. Any item omitted from this code shall be established and/or resolved by The Villages Development Review Committee (DRC).

(B) Requirements

In their interpretation and application, the provisions of this LDR require the following:

- (1) Promote the public health, safety, and general welfare of the residents;
- (2) Protect the character and maintain the stability of residential, commercial, industrial, agricultural, educational, cultural, recreational, historical, and environmental areas within the development;
- (3) Protect natural and environmentally significant resources;
- (4) Provide adequate open spaces and recreation facilities, which meet the needs of the residents;
- (5) Promote transportation choices to reduce traffic congestion and to improve mobility;
- (6) Define the powers and duties of the DRC;
- (7) Define the powers and duties of the Architectural Review Committee (ARC);
- (8) Ensure that all future development approvals and permits for both new and existing projects comply with this LDR;
- (9) Accomplish a more desirable community and environment than would be possible through the strict application of LDR requirements;
- (10) Create functional and aesthetic developments;
- (11) Preserve the natural resources of the land by providing scenic, functional, and interconnected open areas;
- (12) Minimize infrastructure and cost of streets and utilities throughout the development due to an efficient use of land.

1.2. General Development Provisions

(A) Conformity with Regulations

Following, and upon adoption of, the Chapter 163 Agreement and this LDR:

- (1) The regulations contained within this LDR shall be adhered to on all lands contained within the Age-Restricted Development (ARD) zoning classification known as The Villages of West Lake (VOWL);
- (2) No building, structure, or land shall be used or occupied unless in conformity with all of the regulations specified by this LDR;
- (3) No building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered unless in conformity with all of the regulations specified by this LDR;
- (4) No building or other structure shall be erected or altered in such a manner as to exceed the permitted density or intensity provisions or occupy a greater portion of the lot area than allowed.

(B) Permit Required

No site plan or subdivision shall be approved, no plat shall be recorded, nor shall any building permit, Certificate of Occupancy (CO), or any other type of development order or permit be executed, unless the project meets all the requirements of, and has been approved in accordance with, this LDR.

1.3. The Villages Development Review Committee

The Villages DRC is a representative committee designated by the Developer to enforce the design standards that cover the commercial portion of the development. The design standards control the architectural, layout, and landscaping within the Project and provide for the authority of the Developer to enforce the design and intent of the commercial development. No commercial construction shall occur without approval from the City and the DRC.

1.4. The Villages Architectural Review Committee

The Villages ARC or its designee shall enforce the design standards and deed restrictions of the Developer that cover the residential portion of the development. The restrictions control changes to homes and home sites and provide for the authority of the Developer to enforce the design and intent of the residential development. Residential dwelling units or minor appurtenances thereto, such as private swimming pools, fences, yards, etc., shall be reviewed and approved by the ARC and permitted with the City.

1.5. Project Approval Process and Closeout Procedures

The purpose of this section is to establish consistent requirements and procedures for reviewing applications for site plan and/or subdivision approval.

(A) Projects required to obtain permits from the City shall adhere to the following process:

- (1) Application for development plan approval (Appendix 2) shall be made to the City Manager or designee and include the appropriate review fee. Application shall contain electronic plans (Appendix 4), signed and sealed by a registered professional engineer. Plans shall be prepared according to the standards of this LDR. No pre-application meeting is required. However, a Developer or land owner may request a meeting with staff for the purpose of discussing the proposed development prior to the formal application for approval as requested.
- (2) Within two (2) working days of the receipt of an application, the City shall determine whether the submittal is complete. Applicant will be notified immediately of an incomplete submittal.
- (3) When an application is determined to be complete, it shall be distributed for staff review no later than one (1) week from the date the application was determined to be complete.

- (4) All applications shall be reviewed by the staff and comments shall be delivered to the Applicant within 10 working days after application is determined complete.
- (5) The City Manager or designee shall issue a development order/permit within five (5) working days of unconditional staff approval or verification that the City Commission conditions for approval have been met. No site plan or improvement plan shall go before the Planning and Zoning Board and City Commission.
- (6) All site plan approvals shall terminate and become null and void automatically without notice if construction has not commenced within 24 months from the date of approval unless the Developer, City, and DRC agree to extend the approval.
- (7) The City agrees to initiate a Residential Building Permit Plan Review and issue a Residential Building Permit within 24 hours of submission, excluding weekends and holidays. The City agrees to initiate a nonresidential Building Plan Review and issue a nonresidential Building Permit within five (5) days of submission, excluding weekends and holidays. The City also agrees to issue residential and nonresidential Certificates of Occupancy within 24 hours of final inspection.
- (8) The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utility designs are not required to be provided to the City for review. Easements and/or tract widths for utilities not owned by the City shall be determined by the utility having ownership and maintenance responsibilities.
- (9) Building elevations are not required for residential or commercial plan approval.
- (10) Plan changes made to the approved plans during construction shall be provided to the City's Planning and Zoning manager and Building Department to be placed into the file of record to update their records. A modification to the permit will not be required, unless required by the Planning and Zoning manager.

(B) Closeout Procedures

Unless a later date is requested by the Developer, final inspection of site improvements shall be scheduled no more than five (5) working days after receipt of the following information:

- (1) Upon completion of the public improvements, the Developer's Engineer shall submit a certificate stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of the LDR (see Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure).
- (2) Prior to the acceptance of any privately or publicly maintained improvements, a registered Professional Engineer must certify in writing that the improvements were completed in accordance with the approved improvement plans and construction specifications. The Engineer will provide the Engineer's Certification of Completion and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of site approval. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction, and shall include the following certification on the submitted plans from the Engineer including signature and date:
 - (a) "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."
 - (b) Within 90 days of approval of the Record Drawings by the City, the Engineer will provide Final As-Built Plans, and Final Clearance of Potable Water and Sanitary Sewer Systems

by FDEP. The Engineer of Record (EOR) shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the development being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the dwelling unit. AutoCAD files of the final As-Builts will be provided to the City.

- (c) The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer systems shall be cleared prior to the CO of a given dwelling unit.
- (3) All building structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a CO for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for CO.

1.6. Community Development Districts

It is anticipated that the development will include one or more Community Development Districts (CDDs) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the parties that any obligations or requirements placed on the Developer may be transferred to one (1) or more CDDs for implementation and operation, pursuant to the authority in Chapter 190.

1.7. Utility Providers

The Developer or assignees shall be the provider for water, sewer, reuse, and irrigation services.

1.8. Additional Studies

No environmental, archaeological, or transportation studies are required once the ARD zoning and Chapter 163 Agreement have been adopted. Additionally, there shall be no zoning review/compliance applications for site or building permits. All notice of commencements and certification of completions shall be reviewed and approved immediately once received by the City.

Chapter 2: Definitions and Interpretations

2.1. Interpretations of Certain Terms and Words

The terminology and words within this LDR shall be interpreted as follows:

- (A) The singular includes the plural and vice versa.
- (B) The masculine includes the feminine and neutral and vice versa.
- (C) The present tense includes the future.
- (D) The word "shall" is mandatory and the word "may" is permissive.
- (E) The word "person" includes an individual, child, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, and all other groups or combinations.
- (F) The word "writing" includes handwriting, printing, word processed, and all other methods and means of forming letters and characters upon paper.
- (G) The word "land" includes the words water, marsh, swamp, gross land area, and gross acre of land.
- (H) All words defined in this LDR shall carry their customary meaning as found in Merriam-Webster's latest published edition unabridged dictionary.
- (I) Unless otherwise specified at the outset of a Chapter, the definitions listed in section 2.2 shall apply within this LDR.
- (J) Any abbreviations or acronyms used within this LDR are identified after the definition in parenthesis after the term below.

2.2. Definitions

Accessory use or structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Administrator: The City Manager or his designee.

Addition (to an existing building): Any walled and/or roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and/or roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Age-Restricted Development (ARD): A community/development project that meets the requirements for an age restricted community pursuant to the Federal and Florida Fair Housing requirements and where the land is planned and developed to provide housing with a mixture of housing types, plans for a mixed-use development pattern, provides for the recreational needs of its residents with amenities such as community centers, golf courses, trails, and other similar facilities, supports multiple modes of internal transportation such as bicycles, golf carts, pedestrians, and ensures protection of the environment and natural resources on-site. An ARD may include a Community Support District (CSD) which is a distinct, non-age restricted mixed use district in close proximity to the age restricted dwelling units. The CSD must, at a minimum, provide recreation and commercial uses for its residents but all land uses allowed within ARD are permitted in the CSD. Generally, the internal transportation network provided in the CSD is similar to what is found in the age restricted communities.

Alley: A private or public paved passageway between buildings or a passageway permitting access from a street to a garage or storage area.

Alteration of building: Any change in the supporting members of a building (such as load bearing walls, beams, columns and girders), any addition to a building, or any change in a building resulting from the movement of the building from one location to another.

Apartment or Condominium Building (ACB): A structure containing multiple dwelling units (DUs) in which other DUs may be located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

Applicant: A person who has submitted an application to the City.

Architect: Means an architect licensed to do business by the State of Florida.

Arterial street: A street or roadway which is used primarily for fast or heavy volume traffic.

As-built plans: The final plans amended to include horizontal and/or vertical dimensional data of actual construction with data obtained and provided by a Florida licensed surveyor and mapper.

Assisted Living Facility (ALF): A facility where residents live in private units and receive assistance with limited aspects of personal care, such as: taking medication, bathing, or dressing. Units do not contain private kitchens and meals are provided from a common dining area. Staff is on duty 24 hours per day. This definition does not include nursing homes, convalescent centers, community residential homes, or independent living facilities (ILFs).

Base flood: means the flood having a one percent chance of being equaled or exceeded in any given year. Also called the "100-year flood" and the "regulatory flood" by the Federal Emergency Management Agency (FEMA).

Buffer: A natural or landscaped area which acts as a separation area between two (2) or more land uses, parcels, buildings, stormwater management areas, or paved areas.

Building: Any structure having a roof supported by columns or walls that is used or intended to be used for the enclosure, housing, or shelter of animals, persons, or property.

Building height: The vertical distance from the mean elevation of the finished grade of a building to the highest point of the roof surface. Building height shall be stated in feet.

Building permit: A formal notice of authorization required to be obtained from the City before any new construction or major alteration or expansion of existing structures is allowed.

Building setback: The distance between a given lot line, face of building, normal water line, right-of-way line, and any portion or part of any structure.

Building setback line: A line which represents the required building setback for a given building on a given lot.

Building site: A parcel of land upon which a building or structure has been, or is intended to be, constructed.

City: The City of Leesburg, Florida.

City Commission: The governing body of the City officially known as the Leesburg City Commission, including the mayor and other Commission members.

Clinic: A health facility, or portion of a health facility, where patients are not lodged overnight, but are examined and/or treated by licensed dentists, physicians, and/or other health care personnel.

Code of Ordinances: The Code of Ordinances of the City.

Collector Roadway: A street which carries traffic from local streets to the arterial streets in residential and business areas. Such streets serve as linkages between land access and mobility. Traffic volumes and speeds are usually moderate. Collector streets shall allow golf cars.

Community Development District (CDD): A local, special-purpose government framework authorized by Chapter 190, Florida Statutes as amended, and is an alternative to municipal incorporation for managing and financing infrastructure required to support development of a community.

Community residential home: A DU licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for seven (7) to fourteen unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes with six (6) or fewer residents, which otherwise meet the definition of a community residential home, shall be deemed a single-family unit and a noncommercial, residential use. See F.S. § 419.001 (a).

Comprehensive Plan: The City of Leesburg Comprehensive Plan adopted by the City Commission and amendments thereto in compliance with the requirements of Florida statute.

Condominium: See "Apartment or Condominium Building."

Conforming lot: Any lawful lot which complies with the provisions of this LDR and other applicable City ordinances.

Conservation easement: A right or interest in real property, which is appropriate to retaining land or water areas predominately in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses; and which prohibits or limits the activities as described in Florida statute.

Construction: Shall mean the building, assembling, expansion, modification, or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing (unless an agricultural operation).

Corner lot: A lot or parcel of land which is located at the intersection of, and abutting on, at least two (2) streets.

County: Lake County, Florida.

Cul-de-sac: A local, dead-end street which has a turn-around at the closed end and is used primarily for access to the abutting properties.

Datum: A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum of 1988. Density: means the maximum amount of DUs allowed on a project site. This relationship is identified on a unit per gross developable acre basis.

Developer: Any person who engages in or proposes to engage in development either as the owner or as the agent of an owner of property.

Development: All construction activity within the limits of the ARD zoning and land use category.

Development order: Any order, permit, or other official action of the City granting, or granting with conditions, an application for development.

Ditch: An artificial waterway for irrigation or stormwater conveyance.

Dwelling: Any building, or portion thereof, which is designed to be used, or is actually used, as living quarters for one or more persons, families, or households. Such a building must be supported by, at a minimum, walls which are complete from the bottom floor to roof.

Dwelling unit (DU): A room or group of rooms which is equipped for independent housekeeping and is occupied, or is intended to be occupied, by not more than one (1) person, household, or family.

Easement: A grant by the property owner to the public, a corporation, person, or other legal entity, of the use of a specific portion of land for a specific purpose.

Enclosed use: A use which is located entirely within a structure.

Excavation: The reducing or lowering of the natural level of ground.

Federal Emergency Management Agency: FEMA

Flood Insurance Rate Map (FIRM): An official map of the City on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the City.

Floor: The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area: The gross horizontal area of all the floors in a building (including attics, basements, and penthouses). It is measured from the exterior faces or columns of the exterior walls of a building.

Floor Area Ratio (FAR): The ratio of a building's gross floor area to the area of the Project.

Florida Department of Environmental Protection: FDEP

Florida Department of Transportation: FDOT

Future Land Use Map (FLUM): The map within the future land use (FLU) element of the comprehensive plan that delineates the City's FLU designations pursuant to Florida statute.

Garage: An accessory building primarily used for the parking of one (1) or more motor vehicles.

Grade: The elevation of the ground surface.

Home Owner's Association (HOA) or Property Owner's Association (POA): An organization in a subdivision, condominium, or other similar development that makes and enforces rules for the properties within its jurisdiction.

Hotel: a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers. This definition also includes motels.

Household: One (1) or more persons, not necessarily related by blood, marriage, or other legal action, who occupy a single DU and live as a single, non-profit housekeeping unit.

Independent Living Facility (ILF): A living arrangement in which people with special needs, especially seniors with disabilities, reside in independent living units which may contain a private kitchen. The facility may provide help with everyday tasks such as bathing, dressing, and taking medication. This definition does not include ALFs, nursing homes, or community residential homes.

Institution: The structure or land occupied by a group, cooperative, board, agency, or organization created for the purpose of carrying on functions of a public or semi-public nature. Examples of an institution include a hospital, health clinic, school, church, fraternal order, civic club, and orphanage.

Intensity: The maximum amount of building square footage allowed within the Project. This relationship is identified in "Floor Area Ratio".

Interior lot: A lot other than a corner lot or double frontage lot.

Karst features: Physical features in limestone such as sinkholes, depressions, and solution tubes that act as conduits reducing the travel time of water through limestone as compared to soil or to limestone lacking karst features.

Land Development Regulations (LDR): The Villages of West Lake Land Development Regulations (LDR).

Landscaping: Living plant material and non-living durable material used in outdoor environmental design that enhances the appearance of land.

Legal Description: A "courses and distances" legal description, often referred to as a "metes and bounds" legal description, which maps the desired property when transferred to GIS mapping software.

Local street: A street which connects properties to collector streets. These roads provide service which is of low average traffic volume and of high land access for abutting properties. Local streets shall allow golf cars.

Lot: Any tract or parcel being the least fractional part of a subdivision having limited fixed boundaries. A lot may be identified by an assigned number. Furthermore, a lot is capable of being lawfully occupied and utilized for a structure and/or use as defined in this LDR.

Lot depth: The horizontal distance (excluding surface or ground depressions) between the front lot line and the rear lot line.

Lot lines: The lines bounding a lot as defined in this LDR.

Lot width: The distance between the side lot lines, measured at point where the front setback is taken.

Main or principal building: The building in which the principal use of the lot is conducted.

Maintenance: The action taken to restore or preserve the functional design or intent of any facility, system, or structure.

Mining: An area of land upon which mining operations have been conducted, are being conducted, or are planned to be conducted, as the term is commonly used in the trade. Additionally, mining shall be considered all excavation not considered Stormwater Earthworks. Excavated mined materials can be transported offsite.

Mixed use building: A building which includes two (2) or more use categories, one (1) of which should be residential.

Motel: see "Hotel".

Multi-family residential: A structure containing multiple DUs in which other DUs are located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

New construction: Structures for which the start of construction commenced on or after the effective date of this LDR.

Nonresidential Building (NRB): Any structure not containing a residential DU or residential use.

Nursing home: A facility for patients who are recovering health and strength after illness or injury, or receiving long-term care for chronic conditions, disabilities, or terminal illnesses. Facilities provide 24-hour supervised nursing care and feature extended treatment that is administered by a skilled nursing staff. The residents do not live in private units and the residents typically do not leave the facility until well enough to do so. The facilities provide personal care, room, board, laundry service, and organized activities. This definition does not include community residential facilities, ALFs, or ILFs. This definition does include convalescent centers and skilled nursing facilities.

Office: A building, room, or space where clerical, professional, or administrative activities are performed. Such a building, room, or space may be the principal structure, a portion of the principal structure, an accessory structure, or a portion of an accessory structure on a lot.

Open space: Shall include wetlands, preservation areas, greenspace, stormwater ponds, floodplain compensation areas, and landscape buffers. Open space may include areas such as trails, golf, plazas, courtyards, and other similar public areas. Open space may also include recreation areas and amenities, provided said amenities or areas are not enclosed with conditioned space. Open space shall not include areas within a right-of-way. Open space shall be calculated for the entire ARD area as a whole, not per individual projects.

Owner: The person in who is vested the fee ownership, dominion, or title of property (i.e., the proprietor). This term may also include a tenant, if chargeable under his lease for the maintenance of the property, and any agent of the owner or tenant including a developer.

Parking space: A portion of a parking area which is clearly marked as being intended for the storage of one (1) vehicle or golf car(s).

Permitted use: A use which is lawful under the terms of this LDR.

Person: Any and all persons including any individual, firm, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

Planning and Zoning Board: The City of Leesburg Planning and Zoning Board as provided for in this LDR.

Premises: A parcel of land and any structures occupying the parcel of land.

Principal building: See "Main or principal building."

Principal use: The actual primary function for which a lot and buildings upon it are used.

Private club: A building or portion thereof, owned and/or operated by a corporation, association, person, or group for a civic, educational, recreational, social, or other public or semi-public purpose.

Professional Surveyor and Mapper: A surveyor and mapper licensed by the State of Florida.

Project: The Project is the entire Villages of West Lake.

Recreational Vehicle Development (RVD): An area set aside primarily for temporary travel trailers, campers, and other recreational vehicles (RVs). This facility is intended to provide temporary, non-permanent water, sewer, and electrical hook-ups for such vehicles in exchange for a specified rate of compensation. This is considered a commercial use.

Reuse: Wastewater that is treated to meet public access standards.

Right-of-Way (ROW): An area of land over which people and goods have the right to pass or travel. A public right-of-way grants passage to all and may grant the right to park registered vehicles in accordance with City parking restrictions. A public right-of-way is a form of easement dedicated to the

City during subdivision or site plan for public use. Rights-of-way are not part of the adjacent parcels; the right-of-way boundary usually coincides with adjacent parcel property lines or tracts.

School: A building and/or property utilized for the purpose of providing formal primary, secondary, and/or post-secondary education/training.

Service street: A local street or alley used to provide rear-yard access to businesses, institutions, and residences for the purpose of providing services (for example, garbage collection or delivery services).

Sidewalk: A path that is intended for pedestrians and non-motorized vehicles. Sidewalks may be located on private property or within a right-of-way.

Sign: Any display device which is designed to visually or graphically inform, or attract the attention of, persons passing by the device.

Single Family Attached (SFA): A DU connected to at least one (1) adjacent DU by any architectural feature integral to its design or the design of its garage, excluding fences, posts, utility screen walls, stoops, driveways, walkways, and air conditioning pads.

Single Family Detached (SFD): A traditional stand-alone DU that houses a single family and shares no connection to another DU.

Site plan: The drawing(s) which put forth an applicant's proposal for the development of a particular piece of land that is certified by a registered professional engineer.

Southwest Florida Water Management District: SWFWMD

St. Johns River Water Management District: SJRWMD

Stormwater Earthworks: Excavation and filling on the project on a large scale over a large area to achieve final grades as established by the EOR and as approved by the water management district. Generating large quantities of soil via deep excavation and stockpiling the material is an approved and common use. Excavated material can be exported offsite.

Story: That portion of a building included between the surface of any floor and the surface of the next floor above it. In the event there is not a floor above the former, then the story is that portion of a building between the top floor and the ceiling above it.

Street: A public or private thoroughfare which affords the principal means of access to abutting property. Alleys shall not be considered streets.

Structure: A man-made object having a relatively stationary location on or in land or water whether or not it is affixed to the land or on a permanent foundation.

Subdivider: Any firm, corporation, partnership, person, or other legal entity who, acting as a unit, voluntarily engages in or proposes to engage in, the division of a parcel (or parcels) of land into smaller parcels of land.

Subdivision (residential):

(a) The division of any parcel of land into three (3) or more contiguous lots for the purpose of building, development, or transfer of ownership; or any division of a parcel of land requiring a new street or modification to an existing public street, or the provision of other public facilities or improvements, including but not limited to, drainage facilities and utilities. This term includes re-subdivision and, when appropriate to the context, relates to the process of subdividing or to the land or area subdivided.

(b) Subdivision shall not mean:

- (1) The transfer of property by sale, gift, or testate or intestate succession from the property owner to his or her spouse or lineal descendants, provided that all required utilities are in place prior to the issuance of a development permit,
- (2) The transfer of property between tenants in common or joint tenants for the purpose of dissolving the tenancy in common or joint tenancy,
- (3) The sale or exchange of parcels of land between owners of adjoining properties provided that additional lots are not thereby created and that the parcels remaining are not reduced below the minimum sizes required by the LDR.

Substantial improvement: Any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during the life of a structure in which the cumulative costs equals or exceeds 50 percent of the market value of the structure.

The market value of the structure should be:

(a) The appraised value of the structure prior to the start of the initial repair or improvement, or;

(b) In the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications, which are solely necessary to assure safe living conditions.

Tower: shall mean a structure, greater than 35 feet in height (including any antennas attached thereto), which supports one (1) or more antennas, not including however any amateur radio operator antenna as licensed for that purpose by the Federal Communications Commission (FCC).

U.S. Army Corp of Engineers: ACOE

Utility: Entity providing potable water, irrigation, and/or sanitary sewer services.

Wetlands: Lands which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The definition includes all contiguous and noncontiguous or isolated wetlands to waters, water bodies, and watercourses. Wetlands include, but are not limited to, swamp hammocks, hardwood hybrid hammocks, riverine cypress, cypress ponds, bogs, wet prairies, and freshwater marshes.

Chapter 3: Zoning and Architectural Standards

3.1. General

The approved zoning for the project is Age-Restricted Development (ARD) as amended from time to time.

3.2. Principal Uses

The principle or main use(s) and associated structures of a property shall be allowed as one of the following:

A) Permitted Use

This use is hereby established as the general use(s) in the ARD zoning category as specified below and is a use of right when in compliance with the requirements of this LDR.

- (1) Conservation uses: wetlands, forested lands, pastures, environmental habitats, karst areas, open water, lands set aside to be protected and other similar uses;
- (2) Agricultural uses: citrus/field crop production; keeping and/or grazing of livestock; agricultural product transfer stations; silviculture; aquaculture; horticulture, greenhouses and nurseries (commercial); urban agriculture and other similar uses;
- (3) Residential uses: single family detached (SFD); single family attached (SFA); multi-family residential; apartment or condominium building (ACB); dwelling units (DUs) located above the ground floor in a mixed use building (MUB); community club houses, pools, or other amenities associated with residential projects; independent living facilities (ILFs) and other similar uses;
- (4) Institutional, governmental, tourism, civic, and recreational uses: public recreation facilities or parks; bed and breakfasts; hotels and motels; golf courses and driving ranges; commercial recreation facilities such as skating rinks, movie theaters, and other similar uses; health clubs and fitness centers; community residential homes; assisted living facilities (ALFs); nursing homes; skilled nursing facilities; child care facilities/day care; professional, business, and technical schools; public schools and private schools offering curricula similar to that of public schools; colleges and universities containing dormitories; churches and places of worship; museums and other cultural facilities; hospitals; veterinary clinics or temporary pet boarding; cemeteries and mausoleums; funeral homes, crematories, and other similar service establishments; private clubs and lodges; public buildings owned, operated, and used by a government entity such as city halls, city hall annexes, police and fire stations, libraries, post offices, and other similar uses; street and highway department garages or maintenance facilities; utility facilities such as electric sub stations, water and wastewater treatment plants, well sites, and other similar uses;
- (5) Commercial office and business park uses: business technology parks, medical or dental offices, professional service establishments and offices; banks, credit unions, and financial institutions and other similar uses;
- (6) Commercial retail uses: retail sales establishments such as department, electronic, office supply, grocery, and other similar stores; restaurants and cafes (without alcohol consumption or sales); bars, taverns, restaurants, or cafes serving alcohol (on and off-site consumption); liquor stores (sales of hard alcohol for off-site consumption); copy centers; beauty shops, dry cleaning, pet grooming, and other similar personal service establishments; specialty shops such as antique shops, art showrooms, boutiques, and other similar shops; service and repair shops for automobiles, small engines, and other similar uses; retail and wholesale commercial establishments for lumber, building, and landscaping supplies, farm equipment, and other similar uses with potential outside storage of products; auto dealerships, golf car and similar

sales; convenience stores; fuel stations; food trucks, temporary or permanent; indoor and outdoor commercial recreational uses; storage facilities (indoor); outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items; RV developments and other similar uses;

- (7) Industrial uses: wholesaling, warehousing, bulk storage, or distribution establishments, and similar uses; research laboratories and associated activities; light manufacturing, assembling, processing, packaging, or fabricating; outdoor storage yards and similar uses such as junkyards, scrap yards, and salvage yards; building or landscape contractors with on-site equipment storage; concrete or asphalt plants; concrete block plants; manufacturing of nonhazardous materials; manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials; electric, gas, or energy generating facilities; solid waste transfer stations; landfills; tower and wireless communication services; mining and excavation and other similar uses;
- (8) Mining: No permitting or zoning approvals within the City is required. The developer shall provide the City with the approved FDEP and water management district permit as applicable prior to construction.

B) Agricultural

The property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the property. For purposes of this LDR, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous site plans on the property. However, site plan approval is specific and does not necessarily apply to other areas on the property.

3.3. Accessory Uses and Structures

All accessory uses and structures shall be approved by The Villages DRC or ARC as applicable.

3.4. Temporary Uses

Temporary uses may be approved by the DRC.

3.5. Variances

All variances to this LDR shall be approved by The Villages DRC or ARC as applicable.

3.6. Recreational Vehicle Developments

(A) Purpose

The purpose of this section, applying to RVDs, is to provide an environment in which RVs or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this LDR.

(B) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

(C) An RV shall include:

- (1) Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation, and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.
- (2) Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

- (3) Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
- (4) Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation.
- (5) Park model (or park trailer) - A transportable unit, which has a body width not exceeding 14 feet, which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development (HUD) standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
- (6) Houseboat - A boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

(D) A recreational dwelling shall include:

- (1) Cabin - A cabin is a small, permanent structure of no more than 1,500 square feet designed to provide lodging in a recreational area.
- (2) Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
- (3) Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.
- (4) Tree house - An elevated, permanent platform structure used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
- (5) Hill House - A permanent structure set at or just below earth plain used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

(E) Permit Process

- (1) RVDs must go through the site plan approval process in this LDR.
- (2) RVDs where units will be sold must also follow the Record Plat process.

(F) General provisions

- (1) RVDs shall be classified as a tourism-oriented mixed-use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
- (2) As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile homes, single family detached or attached dwellings, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
- (a) Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

(b) Such retail establishments may be oriented to the interior or exterior of the RVD.

(G) Specific provisions

- (1) All RVDs shall contain a minimum of 10 acres.
- (2) There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.
- (3) Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 50 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.
- (4) All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.
- (5) A well-maintained, landscaped buffer of at least five (5) feet is required around the perimeter of the RVD.
- (6) There is no minimum lot size, lot width, or lot depth.
- (7) The density of 30 lots per acre may not be exceeded.
- (8) Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.
- (9) Adequate trash disposal facilities or services shall be provided with easy access from each site.
- (10) Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.
- (11) All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:
 - (a) No such addition or attachment shall be attached to any RV having a vehicular body length less than 20 feet.
 - (b) Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.
 - (c) No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.
 - (d) Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.
 - (e) All additions and attachments must be properly permitted as required by state and local law.
- (12) All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

3.7. Buffer Requirements

Table 3-1 lists the density, intensity, lot standards, buffers, and setbacks.

Table 3-1: Density, Intensity Lot Standards, Buffers, Setbacks

Age-Restricted Development (ARD)					
Density and Intensity					
Maximum Density	30 units/ ac				
Minimum Open Space ¹	20%				
Maximum FAR ²	0.5				
Maximum ISR	80%				
Lot Standard					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building ⁶	Commercial/ Amenity
Minimum Living Area (sf)	400	400	400	NA	NA
Minimum Lot Width (ft)	30	NA	NA	NA	NA
Minimum Lot Depth (ft)	50	NA	NA	NA	NA
Maximum Lot Coverage (%)	100	100	100	100	100
Minimum Setbacks ^{3,7} (ft)					
Front	0	0	0	0	0
Rear	0	0	0	0	0
Side	0	0	0	0	0
Building Separation	*	*	*	*	*
Project Perimeter Building Setbacks ⁴					
Contiguous Property not within the Development	10 ft				
Property Owned by Developer	0				
Local - Arterial Roadway	0				
Federal/State/County Road	20 ft				
Building Height ⁵					
Building Type	Single Family Detached	Single Family Attached	Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome	Nonresidential Building	Commercial/ Amenity
Maximum Building Height ⁵ (ft)	50' **	50' **	50' **	50' **	50' **

* Per Florida Building Code criteria

**Unless adequate fire protection is provided.

1. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner’s association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space areas will be assigned within the project as a whole, regardless of phase.

2. Up to a 3.0 FAR may be used in a town center, medical campus and similar use areas.

3. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.

4. Does not apply to what is generally known as signs, sign towers, walls and other similar features and parking.

5. The maximum building height applies unless adequate fire protection is available.

6. RVDs are considered non-residential units.

7. Water Towers and Cell Towers with wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

(A) Perimeter Buffer

The development shall include a 20-foot perimeter landscape buffer easement or tract along the VOWL boundary lines. No perimeter landscape buffer is required where landscaped open space, recreation, golf, stormwater ponds, compensating storage areas, wetlands, upland buffers, or other conservation areas are located along the property boundary. In addition, no perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

(B) Walls/ Fence

The 20-foot perimeter landscape buffer may be eliminated if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

(C) Internal Parcels

No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffer shall be required along perimeters of the project abutting properties not owned by the Developer with similar land uses.

(D) Stormwater Ponds

Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

(E) Residential Dwelling Unit Site

Where a 20-foot perimeter landscape buffer or wall/fence is required on residential dwelling unit sites, the landscape and irrigation or wall/fence shall be installed with each individual dwelling unit being constructed.

3.8. Commercial Architectural Standards

(A) Building Design

The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by the DRC. These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

(B) Specific Architectural Design Standards

- (1) All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing walls, or dumpster enclosure walls. Freestanding electrical “racks” shall be prohibited, unless specifically approved by The Villages DRC.
- (2) All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.
- (3) Exterior building lighting is permissible if the effect is compliant with the objective of achieving a soft glow rather than brilliant or glaring effect. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.
- (4) Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease interceptor.
- (5) Where required, Fire Department Connections (FDCs) must be located per governing fire department specifications and near other critical utilities (i.e., power disconnect, gas, etc.)

that may need to be turned off in case of a fire, unless specifically approved by The Villages DRC.

- (6) Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.
- (7) All commercial rooftop equipment shall be screened with parapets, landscape, or architectural features.
- (8) All commercial ground-mounted heating, ventilation, and air conditioning (HVAC) equipment shall be screened with a structural and/or landscaped screen wall.
- (9) All project sign locations and design elements are exempt from the City's sign requirements and sign permits and shall be determined and approved by the DRC. These include the following:
 - (a) Project "Welcome" signs
 - (b) Primary entry wall features and signs
 - (c) Secondary entry wall features and identification signs
 - (d) Directional signs
 - (e) Occupant identification signs
- (10) All project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society (IES) to provide safe lighting levels, to the maximum extent possible as determined by the Florida-licensed design professional who prepares the lighting layout.

(C) Landscape Design Objectives

The overall objective of landscape design in the development is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. For optimum creativity and quality, this process must be somewhat subjective, thus a limited number of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

(D) Maintenance of Common Areas

Maintenance of structures and common areas, including landscape maintenance, within the development shall be owned and maintained by the POA, HOA, and/or a CDD, at no cost or obligation to the City. The Developer/owner shall create guidelines for the maintenance of common areas.

3.9. Street Names and Address Numbers

Street names and address numbers for dwelling units and places of business on all public and private streets shall be assigned by The Villages.

Chapter 4: Site Plan Regulations

4.1. Site Plan Review Process and Permits

(A) Site Plan Requirement

An approved site plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop land for which a site plan is required except in accordance with an approved site plan.

(B) Applicability

The requirement for site plan approval applies to all sites located within the ARD zoning classification.

(C) Pre-Design Meeting

It is recommended that each applicant have a pre-design conference with The Villages DRC prior to preparing plans and permit applications.

(D) Site Plan Application

Applicants seeking site plan approval shall submit an application to the City and The Villages DRC for a concurrent review.

(E) Permits

The applicant shall obtain permits from the City, The Villages DRC, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(F) Expiration of Approvals

The approval of the site plan shall be valid for a period of 12 months. If the applicant has not obtained a permit for construction of the site within 12 months and if an extension of time has not been approved by the City Commission and The Villages DRC on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR.

(G) Plan Approval

The approved site plan shall be the governing document for all such development. Where there are conflicts or discrepancies with other city policies, procedures, ordinances, or regulations, the Villages DRC shall govern.

(H) Minor Site Plans

Minor site plans are required for nonresidential development that has been determined by the City to have limited potential for off-site impacts. Minor site plans may be approved by the Planning and Zoning Manager. Due to the limited off-site impacts, submittals are not required to provide all required information listed below. Refer to the minor site plan application for required submittals.

Minor site plans may apply to the following:

- (1) Additions to existing structures that are less than 50 percent of the total square footage of the existing structure and do not exceed 2,500 square feet,
- (2) Changes in use without addition to existing structures but require other on-site improvements such as stormwater or parking improvements, and/or
- (3) Accessory structures such as restroom facilities, dumpsters, pavilions, amenities, golf starter facilities, guard houses, etc. that adhere to the following criteria:

- (a) Does not exceed 2,500 square feet;
- (b) Restricted to one (1) story;
- (c) Consistent construction and architectural style as the primary structure.

4.2. Site Plan Requirements

(A) Layout

Site plans shall be prepared on sets of sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following minimum standards:

- (1) Each applicable site plan sheet shall be prepared by a Florida licensed engineer or surveyor as the context requires.
- (2) All applications must be accompanied by proof of property ownership in the form of a copy of a deed or the most current property tax bill.
- (3) A topographic survey showing existing contour intervals of one foot for the site, extending 50 feet beyond the site boundary, where practical, and including water surface elevations for all water bodies and the date obtained; and proposed finished elevations based on the most recent United States Geodetic Survey topographic data (NAVD88), prepared by a professional surveyor licensed to do business in the State of Florida.
- (4) The scale must be no smaller than one inch equals 100 feet. Information may be combined in the drawings so long as they remain uncluttered and readable.
- (5) A vicinity map showing the location of the proposed site plan with relationships to surrounding streets and thoroughfares.
- (6) Title sheet must include:
 - (a) Location Map;
 - (b) Legal Description;
 - (c) Owner/consultant contact information including name, address, and phone numbers;
 - (d) Index list of sheets.
- (7) Geometry Plan must include – as applicable to the project:
 - (a) Site data;
 - Parcel area, pavement and building area, and open space area
 - Zoning
 - Proposed land use
 - Required and actual parking to be provided
 - Flood zones, if applicable
 - (b) Dimensions (including building dimensions);
 - (c) Sign locations;
 - (d) Dumpster pads with solid enclosures and solid gates are required. Food preparation businesses must install a dumpster pad drain connected to a grease interceptor;
 - (e) Boundary bearing and distances;
 - (f) Building setbacks;
 - (g) Handicap spaces and signs;

- (h) Traffic signs and striping - All traffic control signs (including handicap parking signs) must be installed on “decorative” posts in accordance with The Villages standards;
 - (i) Driveway pavement radii - All driveway entrance radii must be a minimum of 35 feet and all driveway exit radii must be 25 feet;
 - (j) Utility contacts.
- (8) Joint use easements for shared driveways, if applicable.
- (9) Grading and Drainage Plan must include:
 - (a) Existing topography - topographic surveys must be based on NAVD 88 datum;
 - (b) Proposed grades;
 - (c) Wetlands and/or surface waters;
 - (d) Storm sewer mains and inlets, including pipe lengths and percent grade;
 - (e) Finished floor elevations;
 - (f) Roof drains - downspouts are not allowed to discharge onto grass or landscape areas;
 - (g) Landscape berms;
 - (h) Proposed grading to streets, property lines, etc.
- (10) Utility Plan must include the following as applicable to the site:
 - (a) Water mains and service lines;
 - (b) Sanitary sewer system;
 - (c) Water meter and backflow prevention assembly locations and sizes;
 - (d) Street lights;
 - (e) Nearest fire hydrant location(s);
 - (f) FDC, if applicable - Above-ground backflow preventers are not permitted. Fire sprinkler system backflow preventers should be located in the vertical riser within the building;
 - (g) Grease interceptors – required in an external location for any business supplying food services.
- (11) Erosion and Sediment Control Plan – must include:
 - (a) Silt fencing;
 - (b) Inlet protection (on-site and off-site);
 - (c) Temporary gravel construction entrance.

4.3. Site Plan Permit Exemptions

The following project improvements are not required to obtain a permit from the City:

- (A) Stormwater earthwork plans;
- (B) Monument or directional signs;
- (C) Clearing and tree removal;
- (D) Site debris removal and burning;
- (E) Non-potable wells;
- (F) Onsite water, sewer, irrigation, and reuse infrastructure;
- (G) Walls/fences;
- (H) Lighting (photometric plans);
- (I) Landscape plans;
- (J) Demolition.

Chapter 5: Subdivision Regulations

5.1. General

(A) Subdivision Plan Requirement

An approved subdivision plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop or improve land for which a permit is required except in accordance with an approved subdivision/improvement plan. The requirement for a subdivision/improvement plan approval applies to all subdivisions located within the ARD zoning classification.

(B) Subdivision/Improvement Plan and Plat Application

Applicants seeking subdivision/improvement plan and/or plat approval shall submit an application to the City. The Developer may submit multiple projects for approval under a single application. The cover sheet shall state all projects seeking approval.

(C) Permits

The applicant shall obtain permits from the City, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(D) Expiration of Approvals

The approval of the subdivision/improvement plan shall be valid for a period of 60 months. If the applicant has not obtained a permit for construction of the site within 60 months and if an extension of time has not been approved by the City Commission on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR or any subsequent code in effect.

(E) Garage or Carport

Minimum one (1) car parking shall be provided per residential unit for single family dwelling units

(F) Landscape or Photometric Plans

No landscape or photometric plans are required.

(G) Commercial Roadways and Subdivisions

Non-publicly dedicated roadways and non-residential subdivisions may be constructed from time to time pursuant to individual site plan approval without the need for platting.

5.2. Procedure for Subdividing Land

All submittals of plans and applications will be made to the City. There shall be two (2) stages for the approval of all subdivision plats. These stages are intended to allow for a full and adequate review by the City in order to ensure and protect the public interest. These two (2) stages include a subdivision/improvement plan and final plat.

The mylar, or equivalent material copy of the approved final plat, will be retained by the City for the purpose of recording with the Clerk of the Courts of Lake County after approval by the City Commission. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Community Development Department to the County Clerk within three (3) days when final approval is received. No plat of lands in the City subject to this LDR shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the City Commission.

5.3. Lot Split/Lot Line Deviation

(A) Application Process

The following items and application fees are required when applying for a lot split or deviation. All submittals are to be sent to the City of Leesburg, Community Development Department for approval. All information must be supplied in digital format in accordance with the City's digital submittal standards.

(B) Submission Requirements

- (1) Application form provided by City (Appendix 2)
- (2) A boundary survey for all parcels that includes and identifies the following:
 - (a) Overall legal description of the original parcel
 - (b) Legal description of each parcel created
 - (c) Legal description of all existing and created easements
 - (d) All existing structures and improvements
 - (e) 100-year flood zone and elevation
 - (f) Jurisdictional wetland line and/or environmental easement
- (3) Copy of the property record card or recorded warranty deed(s)
- (4) Lot split review fee

5.4. Subdivision/Improvement Plan Submittal Requirements

(A) Layout

Subdivision/improvement plans shall be prepared on sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following at a minimum:

- (1) Title with the following information:
 - (a) Proposed subdivision name;
 - (b) Section, township, and range of the property;
 - (c) Date of preparation.
- (2) Scale and north arrow;
- (3) Vicinity map showing relationship between area proposed for development and surrounding properties, streets, and landmarks;
- (4) Legend showing information such as zoning, acreage to be subdivided, number of lots, phase number, and datum;
- (5) Legal description and tax identification of the lands to be subdivided; if multiple subdivisions are submitted under a single application, the overall legal description including all projects shall be provided;
- (6) Certification of registered professional engineer;
- (7) Contact information of the property owner, surveyor, and engineer;
- (8) Bearings and distances of boundary lines with a thicker line;
- (9) Location, width, and purpose of existing and proposed easements and rights-of-way;
- (10) The lot lines, typical lot dimensions, and lot numbers shall be shown;

- (11) Identification of existing and proposed streets on and adjacent to the tract to be subdivided including: the name, right-of-way width and location; approximate grades and gradients; type, width, and elevation of surfacing; and legally established centerline elevations, sidewalks, paths, curbs, gutters, culverts, etc., as applicable. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown;
- (12) Identification of existing and proposed utilities on and adjacent to the tract to be subdivided, including storm, sanitary sewer, water, irrigation, and reuse plans as applicable;
- (13) Contours at a minimum of one-foot intervals for the tract being subdivided and extending 25 feet beyond the property line;
- (14) The pipe utility systems (i.e. potable water, sanitary sewer, reuse, irrigation) for each project shall be shown on a master plan. The master plan shall indicate the general locations of all easements, mains, manholes, valves, hydrants, services, and service laterals with respect to the proposed development improvements and the existing systems. Main sizes shall be indicated on the master plan;

5.5. Final Plat Submittal Requirements

(A) Final Plat Map

The required submittals, meeting the legal requirements of platting, of the final plat shall consist of a fully-executed, correct plat map, meeting all state and City standards. The final plat shall be drawn with black drawing ink on mylar, using sheets sized 24 inches by 36 inches at a scale of sufficient size to show all detail. Each sheet shall have a marginal line completely around the sheet placed to leave three-inch binding margin on the left and one-half inch margin on the other three (3) sides. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by the Professional Surveyor/Mapper.

(B) Additional Required Submittals

Approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City:

- (1) Copies of the maps shall be submitted to the Community Development Department. The sheet size shall be 24 inches by 36 inches unless another size is approved. In lieu of as-built construction drawings, one (1) of the following may be submitted: escrow agreement, performance bond, Developer's surety company completion bond, or Developer's cash completion bond.
- (2) The approval of any subdivision plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided. Subdivisions being developed in a CDD shall be exempt from performance bonds.
- (3) In all cases where public improvements occur, a two-year maintenance bond in the amount of 20 percent of the construction costs must be submitted. In lieu of a surety, a cashier's check or certified check may be used as the form of guaranty when accompanied by a maintenance bond agreement. The amounts of the performance and maintenance bond must be approved as adequate by the City. At the conclusion of the two-year maintenance period, the Developer may petition the City to release the maintenance

bond. The City will inspect the public improvements and issue a determination of any public improvements covered by the bond that are in need of repair. Upon verification that all repairs have been made, the City will release the maintenance bond. Subdivisions and roadways being developed in a CDD shall be exempt from maintenance bonds.

- (4) Upon submittal by the Developer's engineer of a Certification of Completion stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of this LDR; the City will have five (5) working days to provide Developer with a letter of approval. The date of the letter of approval from the City will begin the two-year maintenance period. 90 days before the two-year maintenance period is up, the Developer will notice the City that the two-year maintenance period is up. 30 days before the 90 day period ends, the City will inspect and either provide a punch list items or approval and begin maintenance of the roadway at the end of the two-year period.
- (5) Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
- (6) A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.
- (7) If there is a HOA, then an agreement outlining the supervision and maintenance of all common areas within the subdivision.
- (8) Copies of all applicable permits (i.e. driveway, water management district, County, FDOT, etc) shall be provided.

(C) Clerk of Circuit Court Recording

Within three (3) days, the approved plat shall be submitted to the Clerk of Circuit Court for recording with the recording fee. At the time of recording, the following shall be submitted to the Clerk for distribution:

- (9) The original mylar, final plat and three (3) mylar copies to be contained within the Clerk's original plat book, and
- (10) An additional copy of the final plat for public record.

5.6. Completion and Inspection of Improvements

All physical improvements (including all utilities) shall be installed in accordance with the approved improvement plan. The applicant shall notify the City as to all plan modifications during construction if field conditions, or other circumstances, necessitate changes. The improvements may be completed by one (1) of the following:

- (A) Prior to the filing of the final plat for approval;
- (B) Surety performance bond, if applicable;
With the City Commission's approval, the Developer, in lieu of completing the improvements as stated above, shall furnish a surety performance bond to the Commission for and on behalf of the City. The bond should be sufficient to cover the cost of remaining uncompleted improvements required to be installed by the subdivider. Subdivisions and roadways being developed in a CDD shall be exempt from performance bonds.
- (C) Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and other corners set in accordance with chapter 177 Florida Statutes; and/or
- (D) The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review

shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

5.7. Model Homes

Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the City Engineer and final plat approval has been obtained. A developer may be allowed to obtain building permits on up to 49 percent of the approved lots within a proposed subdivision prior to the issuance of a certificate of completion by the City and final plat approval. A CO will not be issued on any model home permitted by this section until the City has issued a certificate of completion.

Chapter 6: Technical Standards

6.1. Potable Water

The specifications for the construction of the potable water system can be found within the latest edition of The Villages Construction and Development Manual (Appendix 1). The specifications shall meet FDEP criteria. The level of service for an Equivalent Residential Unit (ERU) for the potable water system is 86 gallons per day (gpd) on an average annual basis. The design criteria for the potable water system include the following:

(A) Water Valves

Water valves shall be provided as stated below for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained, and repaired water distribution system.

- (1) Valves are to be placed so that the maximum allowable length of the water main required to be shut down for repair work is 500 feet for pipe sections with customer services or 1,000 feet for pipe sections without customer services.
- (2) Valves are to be placed on all new fire hydrant stubs; at both ends of all jack and bore crossings; and at both ends of crossings of streets classified as major collector roads, arterial roads, or with three (3) or more thru lanes of traffic.
- (3) As a general rule, the placement of the valves at a branch connection shall be downstream of the source of water.
- (4) Gate valves shall be used for water mains with a diameter up to and including 12 inches and butterfly valves shall be used for water mains with a diameter of 16 inches or greater.
- (5) Air release valves (ARVs) shall be installed on all transmission mains where the change in elevation is equal to or greater than 0.5 times the diameter of the water main.
- (6) Two-inch blow off valves shall be installed on all terminating mains that do not include a fire hydrant.

(B) Water Mains

- (1) Water mains shall be sized appropriately to meet the minimum design pressure and required fire flow.
- (2) Minimum depth of all water mains shall be three-feet from the top of pipe to finished grade.
- (3) All water mains, other than individual service lines, shall be looped where practical.

(C) Fire Hydrants

Where fire hydrants or fire systems are to be installed, the minimum diameter water main serving the hydrant shall be six (6) inches for looped lines and eight (8) inches for dead end lines. A maximum of two (2) fire hydrants shall be allowed on a looped six-inch water main and no more than one (1) hydrant on a dead end eight-inch water main. All hydrant connections off the water mains shall be six (6) inches in diameter. Fire hydrants shall be provided and approved by the appropriate fire department having jurisdiction over the project area.

(D) Design Calculations

Design calculations, prepared by a registered professional engineer, shall be submitted to the utility provider for review concurrent with the plans that demonstrate the capability of the proposed potable water system of providing the required fire hydrant flow (minimum 1,000 gpm) plus maximum day customer demand flow at all parts of the system. The design calculations shall demonstrate the expected operating pressures for the water system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. All

pressure connections on the existing system used for calculation purposes shall be based upon a recent fire hydrant flow test, water treatment plant operating data, etc. Water main capacity shall be designed to maintain a minimum pressure of 25 pounds per square inch (psi) at street level under all fire flow conditions.

(E) Water Services

Water services shall be installed on each lot and may be either single or double type services for subdivision lots, both residential and commercial.

(F) Separation Between Sanitary Sewers and Water Mains

The minimum horizontal separation between sanitary sewers and existing or proposed water mains shall in accordance with FDEP regulations.

6.2. Sanitary Sewer

The specifications for the construction of the sanitary sewer system can found within The Villages Construction and Development Manual, latest edition. The level of service for an ERU for the sanitary sewer system is 86 gpd on an average annual basis. The specifications shall meet FDEP criteria and minimum pipe slopes listed in Table 6-1. The design criterion for the sanitary sewer system is as follows:

(A) Manhole Connection

A drop manhole connection shall be required for all inverts 24 inches or more above the floor of the manhole.

(B) Service Lines

Unless otherwise approved by the Utility, service lines from the property line to the collection sewer shall be at a minimum depth of three (3) feet at the property line and shall be laid to straight alignment and uniform slope compliant with FDEP regulations. All service lines shall be at least four (4) inches in diameter. Cleanouts shall be provided as determined by the engineer of record, but shall not be spaced greater than 100 feet.

(C) Air Release Valves

ARVs shall be provided in high spots of force mains as shown on the drawings or as directed. If obstructions are encountered during construction that cause a dip and a consequent sharp rise in the force main, then an air release valve shall be installed at the newly created high point upstream from the dip.

(D) Design Considerations

- (1) Sewers 24 inches in diameter or less shall be installed with straight alignment and grade between manholes.
- (2) Manhole spacing shall not exceed 400 feet for sewer mains 15 inches or less, and 500 feet for sizes larger.
- (3) All sanitary sewer mains shall terminate in manholes.
- (4) All manholes and sewers shall be located in public rights-of-way or assigned easements.

(E) Sanitary Sewer Easements

Sanitary sewer easements shall be required for all gravity sanitary sewer lines which are not in a public right-of-way. Easements shall be a minimum of 10 feet wide for sanitary sewers that are not more than 10 feet deep. For sewers that are more than 10 feet deep, the easement shall be a minimum of 20 feet wide. The utility provider may approve a narrower easement.

(F) Sewer Main Dimensions

Sewer main pipe diameters shall be a minimum of eight (8) inches in diameter. Sewer service laterals shall be a minimum of four (4) inches in diameter.

(G) Mean Velocities

Sewer mains and laterals shall be designed and constructed to give mean velocities, when flowing full, of not less than two feet per second based on the Manning formula using an “n” value of 0.013.

Table 6-1: Minimum Pipe Slopes

Pipe Diameter	Minimum Slope (%)
4/6-in (building sewer or sewer lateral)	1.00
8-in (gravity sewer main)	0.40
10-in (gravity sewer main)	0.28
12-in (gravity sewer main)	0.22

(H) Sewer Main Cover

Sewer mains shall maintain a minimum cover of 36 inches. The depth of cover shall be measured from the top of sewer main to the finished grade directly above the pipe.

(I) Manholes

Manholes shall have a maximum spacing between sewer manholes shall not exceed 400 feet for sewer mains 15 inches or less and 500 feet for sizes larger. A manhole shall be required for all changes in slope or alignment.

(J) Lateral Length

Lateral length shall be limited to a maximum of 150 feet. Cleanouts shall be provided at a minimum of every 100 feet.

(K) Force Mains

Force mains shall be designed to maintain a minimum velocity of two feet per second. Temporary conditions may allow lower velocities with approval from the utility provider. The working pressures within the system shall not exceed the pressure class of the pipe with a 2.0 safety factor.

(L) Valves

Valves shall be installed on all subsidiary force mains at the point of connection to the major main.

(M) Generators

Generators at sanitary lift stations shall be installed per the utility provider’s discretion.

(N) Grease Interceptors

Grease interceptors shall be installed in exterior locations per MEP recommendations and subject to The Villages DRC approval.

(O) Irrigation/Reuse/Stormwater Force mains

The City acknowledges that the applicable utility may utilize the public stormwater conveyance system to transfer captured stormwater and treated reuse within the stormwater basins via gravity flow and pressure pipes to improve water conservation.

6.3. Drainage and Stormwater Management

The Stormwater Management System shall meet the criteria of the water management district and The Villages DRC.

(A) Types and Requirements

Where drainage pipes are utilized, the following standards apply:

- (1) Storm sewers shall be constructed with FDOT approved material in areas owned and maintained by the City. An inlet or manhole is required at each change of alignment or grade (not to include yard drainage systems);
- (2) The following maximum lengths of pipe listed in Table 6-2 shall be used when spacing access structures of any type:

Table 6-2: Pipe Lengths

Pipe Diameter (in)	Maximum Pipe Length (ft)
Less than 18	300
24 - 36	400
Greater than 42	500

(B) Minimum Requirements for Stormwater Conveyance System Design

- (1) All storm sewer systems and culverts shall be designed taking into consideration the tailwater of the receiving facility or water body. The tailwater elevation used shall be based on the tailwater elevation of the receiving water body at the peak time of the design storm. Alternatively, the tailwater may be assumed to be the design high water elevation of the receiving water body for the design storm. Table 6-3 lists the minimum requirements for conveyance system design.

Table 6-3: Minimum Requirements for On-Site Stormwater Conveyance Systems

Facility	Frequency and Duration
Principal arterial bridges and evacuation routes	100-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage internal to the development	10-year 24 hours

- (2) The hydraulic gradient line for the storm sewer system shall be computed taking into consideration the design tailwater on the system and the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.
- (3) The minimum design criteria to be utilized for the design of pavement drainage are listed in Table 6-4.

Table 6-4: Pavement and Drainage Criteria

Facility	Frequency and Duration
Arterial streets	10-year, 24-hour, hydraulic gradient line 1.0 foot below the gutter flowline
Collector and local streets	10-year, 24-hour, hydraulic gradient line 0.5 feet below the gutter flowline

(C) Erosion protection

Standard practices shall be used to prevent erosion and the depositing of soil off-site pursuant to the requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

(D) Maintenance

Except for those stormwater management systems with the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems and the Developer, or its assignees, hereby assumes maintenance of all improvements.

6.4. Roads and Sidewalks**(A) Roads**

Roads within a subdivision or other development shall be classified as public roads. All roadways and road rights-of-way will be dedicated to the City. The City will maintain all improvements within the right-of-way which include, but are not limited to, pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs.

(1) Public Roads

- (a) As part of the review and approval of a public road subdivision, the City shall require that roads be designed, constructed, and paved to specifications within the latest edition of The Villages Construction and Development Manual.
- (b) The access points to the project may be gated with resident-only gates by the Developer or its successors or assignees. All gates will open with a push button system allowing vehicular traffic to enter the development. All gates will allow public access.
- (c) Roadways within the VOWL will not be required to connect to any properties or project not owned by the same developer.

(2) Commercial Roadway Projects

The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect public safety. For non-residential access to Major Collector Roadways see Table 6.5 below.

Table 6-5: Non-Residential Access to Collector/Arterial Roadways

Speed Limit (mph)	Spacing (Ft)
35 or less	245
36-45	440
Over 45	660

(3) Golf Cars

Golf cars are allowed to utilize the roadways within the project for all roadways signed 30 miles per hour or less. Golf car access to or from city streets or multimodal paths outside the development are prohibited unless explicitly approved by the Developer or its successors or assignees.

(B) Design Standards

- (1) Cul-de-sac diameters to the right-of-way line shall not be less than 100 feet with a pavement radius of 40 feet.
- (2) Dead end rights-of-way with a cul-de-sac at the terminal end shall not exceed 1,500 feet. Subdivisions with a dead end shall not require a turnaround for 250 feet.
- (3) Corner radii at the intersection of two rights-of-way shall be not less than 10 feet. Minimum edge of pavement radii shall be 25 feet for residential subdivisions and 35 feet for commercial or industrial subdivisions.
- (4) A paved approach apron shall be constructed where a non-paved drive or road intersects with a paved road. Driveway grade shall be a maximum of 10 percent for commercial and 25 percent for residential.
- (5) Roadway centerline radii in residential subdivisions shall be designed in accordance with Table 6-6. Minimum centerline radii and other geometric design criteria shall be in accordance with Chapter 16 of the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, latest edition.

Table 6-6: Minimum Centerline Radius Criteria

Roadway	Minimum Posted Speed Limit (mph)*	Minimum Intersection Spacing (Ft)	Minimum Centerline Radius (Ft)
Local Residential	10	<20 or >100	25
Local Collector	30	100	275
Arterial Road	35	330	**

*unless otherwise posted

** Per the FDOT Design Manual

- (6) Minimum intersection spacing shall be 100 feet.
- (7) Tracts, easements, and other similar areas that are adjacent to the right of way can be combined with the right of way to meet minimum ROW width criteria as stated in Table 6-7 below.
- (8) Roadways with inverted crown are not required to have curb.
- (9) Roadway Standards following Guidelines for Geometric Design of Low-Volume Roads are acceptable as well as FDOT Greenbook. No vertical curves are required when the algebraic difference is less than 2%.

Table 6-7: Right-Of-Way Widths

Street Type	ROW Width (ft)	Roadway Lane Widths (ft)	Width of Pavement (ft)	Sidewalk
Local Residential	35	10	20	*
Local Collector	35	10	20	*
Arterial	80	11	22	*
Note: This table applies for new construction. Maintenance projects shall attempt to satisfy these requirements as deemed practical. *Sidewalk widths and locations shall be per developer.				

(C) Driveway Access

- (1) There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street.

(D) Sidewalk and trail placement is per the Developer's discretion.

(E) Sign and Pavement Markings

- (1) Signing and marking plans shall be required to show size, location, materials, and message of all devices.
- (2) The design engineer shall design the project plans providing for installation of signs as per the requirements of this LDR. Street signs are required at every intersection. Stop signs and stop bars requiring vehicles to stop are required on the minor street at all intersections. All stop signs shall be high intensity grade. Stop signs may be 30 inches on arterial/collector roadways and 24 inches on local streets. A 30 inch stop sign shall be used when transitioning from a local street to an arterial/collector street. Signs establishing maximum speed limit are required on collector roads at intervals not to exceed 2,000 feet and at the entrance to the subdivision. Project wide speed limit signs on major roadways (i.e. CR 470) are an acceptable replacement for speed limit signs within each subdivision. The speed limit shall be determined by the project engineer in accordance with Section 316.183 and 316.18, Florida Statutes, and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Highways, Roads, and Streets in Florida, Florida D.O.T., latest edition. Dead end signs shall be erected at the beginning intersection of all discontinuous roads. No outlet signs shall be erected at the entrance intersection when an intersection is the only outlet from a street network.
- (3) All sign sizes, colors, mounting heights, etc. shall be in accordance with the latest edition of The Villages Construction and Development Manual.
- (4) All pavement centerline and edge markings Private or Public Roads shall be four-inch wide paint, in accordance with FDOT specifications. Stop bars shall be 24 inches wide. All other pavement marking dimensions shall comply with the MUTCD and FDOT Standard Index, latest revision.

6.5. Parking Requirements

Table 6-9 lists the minimum standards for off-street parking within the development.

Table 6-9: Minimum Standards for Off-Street Parking Requirements

Land Use	Required Parking Spaces Per Indicated Areas
Bowling Alley	3.0 Per lane
Church/Synagogue	1.0 Per 3 seats
Fiduciary Institutions	1.0 Per 300 square feet gross floor area (GFA)
Hotel	1.1 per sleeping room or rental unit
Industrial	1.0 Per 750 square feet GFA
Manufacturing	1.0 Per 750 square feet GFA devoted to manufacturing
Medical Center	1.0 Per 250 square feet GFA
Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds
Independent Living Facility	To be determined by specific occupancy
Nightclub/Bar	1.0 Per 2.5 seats
Offices	3.0 Per 1,000 square feet GFA
Restaurant and Fast Food Establishment	1.0 Per 125 square feet of gross leasable area or 1 Per 2.5 seats, whichever is greater
Multi-Family Residential Units	1.5 Per 1.0 units
Commercial or general retail independently located	1.0 Per 250 square feet of gross leasable area
Golf Driving Range	1.0 space per tee
Recreational Use	To be determined by specific occupancy
Public/Institutional Use	To be determined by specific occupancy
Mixed Use Shopping Center Under 400,000 square feet gross leasable area (GLA)	3.5 Per 1,000 square feet GLA
Mixed Use Shopping Center Over 400,000 square feet GLA	3.0 Per 1,000 square feet GLA
Storage areas	1.0 Per 2,000 square feet GLA
Theater	1.0 Per 4 seats
Warehouse	1.0 Per 3,000 square feet GFA

(A) Habitable Building Area

Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets, and similar areas of a building. Parking within the development shall be measured on an aggregate basis, and at the time of site plan submittal. The owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the project depicted in the site plan.

(B) Reconstruction

Once a structure has been constructed and parking provided pursuant to the requirements set forth in this LDR, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

(C) Loading, Unloading Zones and Stacking

Parking areas may be used as loading and unloading zones without striping or demarcation. Appropriate stacking distances shall be provided for drive thru facilities.

(D) On-Street Parking

On-street parallel parking may be constructed with a minimum width of eight (8) feet and a length of 22 feet.

(E) Modification of Parking Requirements

Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages DRC. No approval from the City is required to modify parking criteria within this LDR.

(F) Parking Space Dimensions

The minimum parking space shall be 10 feet in width by 18 feet in length. Parking spaces for the physical handicapped shall comply with the requirements of the Florida Building Code.

(G) Garage or Carport

Minimum one-car parking shall be provided per residential unit. A one-car garage or carport and driveway combination shall count as off-street parking spaces.

(H) All Other Proposed Uses

Any proposed use not found within this section shall defer to The Villages DRC.

6.6. Tree Protection

The Developer is exempt from tree protection criteria.

Appendix 1: The Villages Construction and Development Manual, Latest Edition

[UNDER SEPARATE COVER]

Appendix 2: Development and Plat Application

**Appendix 3: Engineer's Certification of Satisfactory Completion and
Final Construction Clearance Procedure**

Appendix 4: Electronic Application Submittal

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760



Development and Plat Application

Project Name: _____

*A project name is required for all submissions. Please choose a unique name for your project.

Application Type:

___ Final Plat ___ Improvement/Subdivision Plan
___ ROW/Plat Vacate ___ Lot Split
___ Replat of Subdivision ___ Site Plan

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ Email: _____

Owner Name: _____ Phone: _____

Address: _____ Email: _____

Engineer Name: _____ Phone: _____

Address: _____ Email: _____

Property and Project Information:

Property Address: _____

List Parcel Number(s): _____

Current Property Use: _____ Proposed Use of Property: _____

Current Future Land Use: _____ Current Zoning: _____

Required Submittal Items:

All items will be submitted by electronic means; ie, "BOX" or FTP Site

___ Development Services Application ___ Plans (24" x 36")
___ Legal Description (Microsoft Word Format) ___ Stormwater / Drainage Calculations (as applicable)
___ Final Plat (and supporting documentation)

Applicant Signature: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form from the owner to submit application.



City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760
www.leesburgflorida.gov

Engineer's Certification of Satisfactory Completion

City of Leesburg
204 N. 5th Street
Leesburg, Florida 34748

Project Name: _____

Phase: _____

In my professional opinion and to the best of my knowledge, information, and belief, the above referenced project has been completed in general conformance with the final engineering plans approved by the City of Leesburg.

Should you have any questions or comments regarding this matter, please feel free to contact our office.

Farner Barley and Associates, Inc.

By: _____

(Typed Name)

SEAL REQUIRED

Registered Engineer No. _____

STATE OF FLORIDA

Date: _____



Final Construction Clearance Procedures

Project Name: _____

Submittal requirements prior to issuance of Building Certificates of Occupancy (C.O.)

The following items are required to be submitted to the City in one complete package by electronic means; ie, "BOX or FTP Site.

_____ One (1) Engineer of Record Certification of Completion form

_____ One (1) 24" x 36" Record Drawing Plans

_____ One (1) SHA-1 Form

TO BE PROVIDED WITHIN 90 DAYS OF ISSUANCE OF C.O.:

Additional submittal requirements subsequent to issuance of Building Certificates of Occupancy (C.O.).

1. **Final As-Built Plans**
2. **Final Clearance of Potable Water and Sanitary Sewer Systems by FDEP**
3. **Letter certifying that the constructed stormwater ponds have adequate volume for the project being certified complete**

The licensee must retain the hardcopy.

Upload completed Engineer's Certification of Satisfactory Completion form and submittal package, properly signed, sealed and dated to the "BOX".

ELECTRONIC APPLICATION SUBMITTAL

Name of the project: _____

P.E. Name: _____

P.E. Number: _____

Date of Document Sealing: _____

P.E. Contact information Mailing Address: _____

Telephone #: _____

Email Address: _____

Name of Document

SHA-1 Authentication codes (Digest and Public Key)

PE Certification Statement, Signature, Seal and Date _____

(SEAL)

EXHIBIT 5

RESERVED

MEMORANDUM

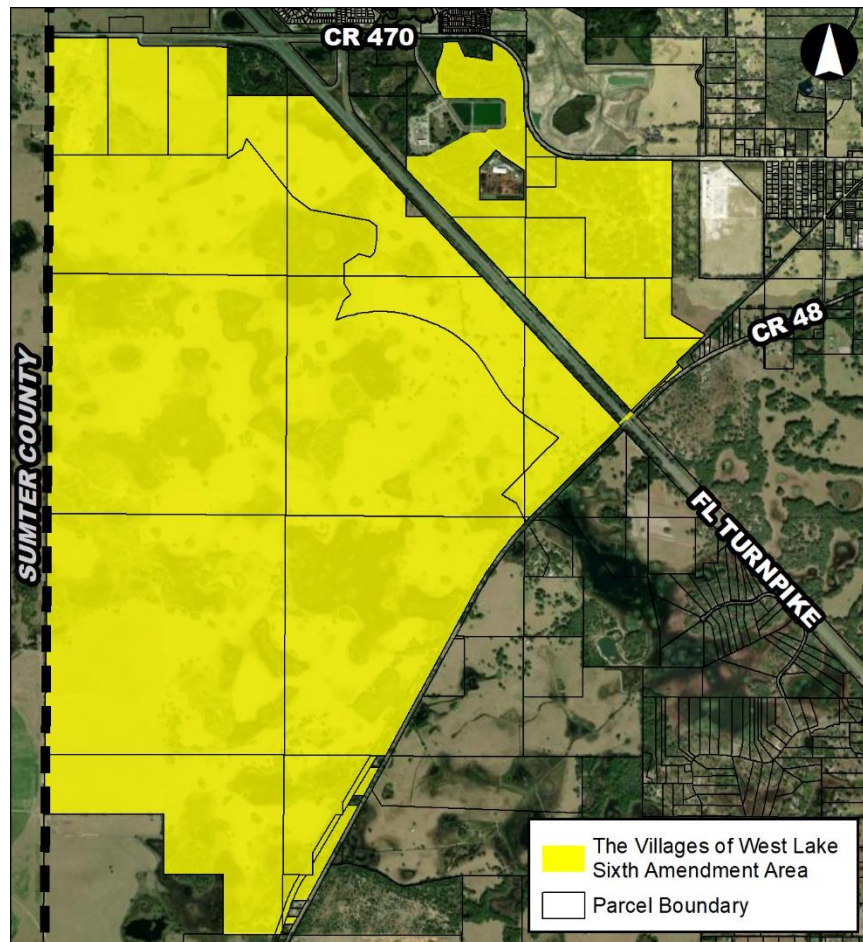
To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: July 27, 2023

Subject: Sixth Amendment to The Villages of West Lake
Transportation Analysis

This memorandum is in support of submittals for the Sixth Amendment to The Villages of West Lake in the City of Leesburg, Florida. The Villages of West Lake Sixth Amendment area is composed of 38 parcels totaling approximately 4,192.5 acres:



- One (1) 79.3-acre parcel located south of Florida's Turnpike, just south of CR 470. The parcel is currently designated as Regional Office on the County's Future Land Use Map.
- Twenty-four (24) parcels which total 3,599.6 acres located south of Florida's Turnpike and CR 470, and north of CR 48. The parcels are currently designated as Secret Promise Mixed Use (SP Mixed Use), Conservation, and FL Turnpike on the City's Future Land Use Map.
- Thirteen (13) parcels which total 513.6 acres located north of Florida's Turnpike and CR 48, and south of CR 470. These parcels are currently designated as Institutional, Industry Technology Commerce Park (ITCP), and Age Restricted Development (ARD) on the City's Future Land Use Map.

The Sixth Amendment includes the re-designation of these parcels to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

However, the Sixth Amendment proposes no new land use intensities in addition to what is currently approved for The Villages of West Lake. The current cumulative land use approved for the Villages of West Lake (and proposed for the Sixth Amendment) are as follows:

- 14,185 residential dwelling units
- 4,100,000 square feet of non-residential use

As the Sixth Amendment does not increase land use intensities from what is currently approved for The Villages of West Lake, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

Furthermore, as there is no change in land use intensities from what is currently approved for The Villages of West Lake, the Sixth Amendment is actually a reduction of development that the Sixth Amendment parcels are currently entitled for on the City's Future Land Use Map.

As is typical with long range planning, The Villages will continue partnerships and coordination with the Florida Department of Transportation (FDOT), Lake-Sumter Metropolitan Planning Organization (MPO), and others beyond this Sixth Amendment submittal to monitor the impacts of development to identify actual roadway needs in the future.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

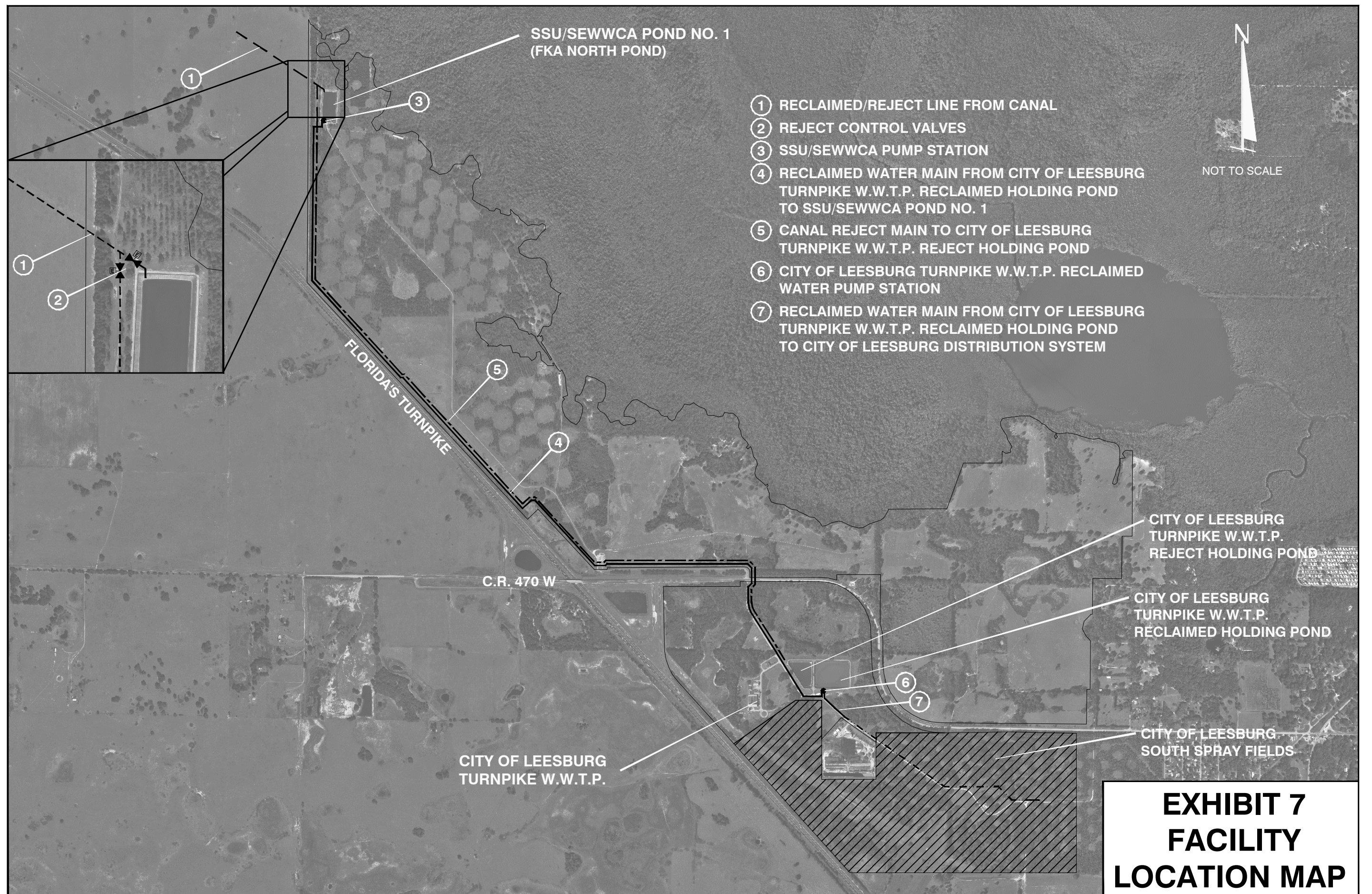


EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY CITY OF LEESBURG TURNPIKE & CANAL ST WWTP AND SSU/SEWWCA PONDS

The intent of this reclaimed water control strategy is to provide a general framework for operation of the overall system between the City of Leesburg (City) and South Sumter Utilities/Southeast Wildwood Water Conservation Authority (SSU/SEWWCA). Due to the complexity of treatment, pumping and environmental systems, there are potential scenarios and events that cannot be addressed. When these atypical events occur parties shall agree to expeditiously pursue all necessary actions to resume normal effluent operations as soon as reasonably possible.

The SSU/SEWWCA operations are to be monitored and controlled via the existing SSU/SEWWCA Supervisory Control and Data Acquisition (SCADA) System. The Canal St and Turnpike Wastewater Treatment Plants (WWTPs) Operations are to be monitored and controlled via the City's SCADA System. In the descriptions which follow, all set-points will be adjustable through the associated City's SCADA system or the Operator Interface Terminals (OIT) located at each of the City's sites. There will be no connection between the City's and SSU/SEWWCA SCADA systems.

SSU/SEWWCA Permissive Signal: The SSU/SEWWCA SCADA system will monitor the level of the SSU/SEWWCA Pond no. 1 (i.e. North Pond). This system is responsible for providing a "permissive" command to the City's SCADA System to allow the transfer of reclaimed water to the SSU/SEWWCA Pond No. 1, via the City's SSU/SEWWCA dedicated transfer pump station. This permissive will be either manually initiated by the SSU/SEWWCA operator or automatically initiated through PLC logic. The automatic mode is based on the water level in the SSU/SEWWCA Pond No. 1 being below the full level (high water level, HWL). This level will be adjustable via the SSU/SEWWCA SCADA system. This level will typically be set to between 2- to 4-feet of freeboard. After the pond reaches a full level, the pond must fall by an operator adjustable level before the permissive will be reinitiated, typically 3- to 6-inches. This will prevent short cycling of the City's SSU/SEWWCA transfer pump station. If additional basins are constructed adjacent to the reclaimed water main from Turnpike WWTP to the SSU/SEWWCA Pond No. 1, that can receive reuse, the permissive signal from SSU/SEWWCA will be modified to include level monitoring of these basins.

Canal St WWTP to SSU/SEWWCA Pond No. 1

The Canal St WWTP ground storage tank has associated effluent and reject pumping facilities. Both of the pumping stations can convey flow south to the SSU/SEWWCA Pond No. 1 or the Turnpike WWTP.

Normal Operation:

Upon receipt of permissive from SSU/SEWWCA system network, the City's high service pumps will convey reclaimed water to SSU/SEWWCA based on the water levels in the reclaimed tank.

SSU/SEWWCA Non-Permissive:

If no permissive from SSU/SEWWCA system network is received and a high water level (HWL) is reached in the Canal St. WWTP reclaimed tank, the City shall coordinate with SSU/SEWWCA to determine if permission can be manually initiated. If capacity is not available in the SSU/SEWWCA Pond No. 1, the City shall actuate the control valves at the SSU/SEWWCA Pond No. 1, the pond discharge valve will be closed and the reject valve will be opened. The reclaimed water will be diverted to either the reclaimed or reject reservoirs at the Turnpike WWTP for storage. Depending on where the reclaimed water was discharged, it will be sent for disposal on the City's South spray fields, conveyed to City's Public Access Reuse (PAR) system, or delivered to an SSU/SEWWCA storage basin once a permissive signal has been initiated.

Reject Operation:

Independent of the permissive condition of the SSU/SEWWCA system network and prior to the conveyance of non-compliance (reject) water from the Canal WWTP to the Turnpike WWTP, the City shall remote actuate and manually verify position of the valves at the SSU/SEWWCA Pond No. 1. If available SSU/SEWWCA will assist to manually verify valve position. The City shall immediately notify SSU/SEWWCA of a reject condition, and shall provide the estimate duration until normal operation will be resumed. The SSU/SEWWCA discharge valve will be closed and the reject valve will be opened. Reject water will be diverted to reject reservoirs at the Turnpike WWTP for retreatment or disposal on the South spray fields. The City shall be responsible to meet the FDEP requirements for flushing and disinfecting the reuse/reject water main from Canal St WWTP to the SSU/SEWWCA Pond prior changing the control valve position and sending reclaimed water to SSU/SEWWCA. Return to reclaimed shall be a City operator decision and not an automatic process. City shall notify SSU/SEWWCA prior to returning to normal reclaimed operation. SSU/SEWWCA SCADA operators shall not have control to actuate direct reclaimed effluent from the Canal Street WWTF into the North Pond or to bypass it to reject.

Turnpike WWTP to SSU/SEWWCA Pond No. 1 and Additional Reclaimed Ponds.

The Turnpike WWTP reclaimed reservoir has three (3) pump stations: the City's PAR system pump station, the SSU/SEWWCA transfer station and the reject pump station. The reject pump station conveys flow to the south spray field.

Normal Operation:

The City's effluent pump stations will generally convey reclaimed water to SSU/SEWWCA, City's PAR distribution and reject (spray fields) based on the water levels in the reclaimed storage reservoir as indicated in the table below:

Water Level Settings	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On ⁽¹⁾	On ⁽²⁾	On
SSU/SEWWCA Level	On ⁽¹⁾	On ⁽²⁾	Off
Leesburg Only Level	On ⁽¹⁾	Off	Off

LWL	Off	Off	Off
-----	-----	-----	-----

1. Assumes demand in City's PAR system
2. Assumes permissive signal from SSU/SEWWCA

The variable speed pump stations will run to maintain an adjustable levels in the Turnpike reclaimed reservoir. Any excess reclaimed water beyond the Leesburg level will be transferred to the SSU/SEWWCA. Pumping will be suspended to SSU/SEWWCA should the level fall to below the City Only water level. The City will operate the Turnpike reclaimed reservoir in such a way as to maximize turnover of the stored effluent.

The Leesburg PAR pump station and SSU/SEWWCA station can be interconnected to send additional flow SSU/SEWWCA. It will be the City's discretion to utilize the interconnection based on anticipated system demands. The City shall notify SSU/SEWWCA before the interconnection is opened and when the interconnection is closed.

SSU/SEWWCA Non-Permissive:

If a permissive is not received from SSU/SEWWCA system network the pump stations will generally convey reclaimed water to City's PAR distribution and reject system based on the water levels in the reclaimed reservoir as indicated in the table below:

Water Level	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On ⁽¹⁾	Off	On
SSU/SEWWCA Level	On ⁽¹⁾	Off	Off
Leesburg Only Level	On ⁽¹⁾	Off	Off
LWL	Off	Off	Off

1. Assumes demand in City's PAR system

Reject Operation:

If the Turnpike WWTP enters a reject condition the City shall immediately notify SSU/SEWWCA and shall provide the estimated duration until normal operation will be resumed. At no time shall the City utilize the reclaimed holding pond for reject water. The City shall notify SSU/SEWWCA when normal operations have resumed.

EXHIBIT 9
FRANCHISE AGREEMENT
FORM DETAIL

The Form of the Franchise Agreement shall be mutually agreed to by the Parties for the following franchises which shall include audit rights:

<u>Type of Franchise</u>	<u>Annual Payment from Gross Operating Revenues</u>
Potable Water	5%
Wastewater Collection and Treatment	5%
Irrigation and Reclaimed Water	5%
Solid Waste Collection and Disposal	5%

EXHIBIT 10

Building Permitting and Inspection Service Delivery Agreement Between the City of Leesburg, Florida and Sumter County

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this 14th day of September, 2018, by and between the City of Leesburg ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self-government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City each provide building permitting and inspection services within their respective jurisdictions; and,

WHEREAS, The Villages® Companies undertakes various planned development projects in the City and County which cross jurisdictional boundaries; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building permitting and inspection services for The Villages® Companies will result in a more efficient and cost effective method of service delivery, ultimately enhancing economic development and promoting the safety and welfare of all of the citizens of City/County Region:

1. Service Delivery Agreement:

- a. The County shall serve as the single, unified point of service for building permitting and inspections services for development by The Villages® Companies within the portion of the City which is zoned ARD (Age Restricted Development). This Agreement shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City solely for

development by The Villages® Companies within the portion of the City zoned ARD. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with State law and the The Villages® development agreement between the City and The Villages®.

b. The County shall be responsible for funding of the staff and operational costs of the services of this Agreement. Funding shall be generated from fees collected for building permit applications, reviews, and inspections for development by The Villages® Companies within the portion of the City which is zoned ARD. Fees collected for building permits, reviews, and inspections for development by The Villages® Companies within the portion of the City zoned ARD shall be the same as the then current County fee schedule.

c. The County and City agree to prepare and adopt unified operational procedures for building permit processing, review, and inspections to assure a high level of service to customers without undue delay.

d. The County shall provide for a building, permitting and inspection customer interface location within The Villages® development within the City.

2. Fire Inspections and Plan Review:

Consistent with The Villages® development agreement with the City, the County, through The Villages® Public Safety Department, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plan reviews for development by The Villages® Companies within the portion of the City which is zoned ARD.

3. Term:

The term of this agreement shall commence upon the date set forth above and be for a period of thirty (30) years, unless otherwise amended or earlier terminated as provided herein. Either party may terminate this Agreement without cause by providing the other party one-hundred eighty (180) calendar days prior written notice.

4. Dispute Resolution:

The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines, in its sole discretion and good faith that it is necessary to file a lawsuit or other

formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

- b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party Florida Supreme Court certified mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Costs of mediation shall be shared equally among the parties participating in mediation.
- d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
- e. Any of the time requirements set forth in this dispute resolution provision of the agreement may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such

agreement to extend time would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement to extend shall have the effect of extending any jurisdictional time requirements with regard to that claim.

5. **Hold Harmless; Sovereign Immunity.** To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of the Agreement. The foregoing is not intended, and shall not be construed, as a waiver by either party of the benefits of Section 768.28, Florida Statutes.
6. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
7. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below or communicated through electronic mail (E-Mail) with a Read Receipt. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

If to County: County Administrator
Sumter County
7375 Powell Road
Wildwood, FL 34785

If to City: City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630

Leesburg, Florida 34749

8. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
9. **Assignment and Subcontracting.** No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made, unless approved in writing by the parties.
10. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
11. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and assigns.
12. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
13. **Time is of the Essence.** Time shall be of the essence of this Agreement.
14. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
15. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. *Law of the Agreement.* The Parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising from or related to this Agreement,

17. *Jurisdiction and Venue.* The Parties to this Agreement agree that venue shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited by agreement of the parties. The Parties further agree that entry into this Agreement constitutes irrevocable consent and agreement that the exclusive venue and jurisdiction for any such dispute (including any dispute that is based on only a tenuous nexus to this Agreement) shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any and all right(s), to the removal of any such dispute to any federal court. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

18. *Attorney's Fees; and Costs of Enforcement.* Each Party shall at the conclusion of the resolution of any and all disputes arising from or based on this Agreement, shall pay all of its own cost and attorney's fees incurred in the prosecution or defense of said dispute. Each Party shall pay its own cost and attorney's fees without regard to which Party prevailed in the resolution dispute arising from or based on this provisions of this Agreement.

19. *Section and Paragraph Headings.* Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

20. *Cooperation; Supplementary Actions.* All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

21. *Miscellaneous.* Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

IN WITNESS WHEREOF, the City and the County have caused this agreement to be duly executed by their authorized representatives on the dates set forth above.

THE CITY OF LEEsburg

By: [Signature]
Mayor H.D. Robuck, III

ATTEST: [Signature]
City Clerk J. Andi Purvis

SUMTER COUNTY

By: [Signature]
Al Butler, Chairman



Attest: [Signature]
Caroline AlRestimawi, Deputy Clerk



EXHIBIT 11

DEVELOPMENT PERMITTING

(The following agency permits may or may not be needed)

1. City/County
2. Water Management District
3. Florida Department of Environmental Protection (Water and Sewer)
4. Florida Department of Environmental Protection (WUP/CUP)
5. FDOT Drainage
6. FDOT Driveway
7. FEMA
8. Annexation
9. Rezoning
10. Comprehensive Plan Amendment
11. ROW Utility Connection
12. DUKE Easement
13. SECO Easement
14. Sabal Easement
15. Health Department

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

January 31, 2024

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
			<u>751.99</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			<u>4,568.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	1,350.59
			<u>1,350.59</u>

042 Fund

Centurylink of Florida	Working with Gas Dept	USIC Locating Services	4,596.00
			<u>4,596.00</u>

046 Fund

Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			<u>616.50</u>

Total 11,883.08

001 FUND TOTAL	\$	751.99
013 FUND TOTAL	\$	4,568.00
041 FUND TOTAL	\$	1,350.59
042 FUND TOTAL	\$	4,596.00
046 FUND TOTAL	\$	616.50
	\$	<u><u>11,883.08</u></u>

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2022 and 2023

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2022-2023	\$ -	409,052	409,052
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	250,084	(34,197)
2018-2019	342,912	284,726	(58,186)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,520)
2013-2014	292,507 *	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)

Projected
Fiscal year 2023 - Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 23,873	5	77
November	34,977	1	90
December	52,217	6	119
January	48,307	4	76
February	53,540	3	88
March	58,912	4	99
April	34,336	1	56
May	29,663	4	64
June	37,858	2	72
July	31,499	2	79
August	23,172	1	62
September	29,405	6	74
Accounts to be written off*	\$ 457,759	39	956
Prior Yr to Date	\$ 281,754	38	748
difference - () negative	\$ (176,005)	(1)	(208)

Projected
Fiscal year 2024- Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 37,620	4	70	199.24	297.10
November	48,177	3	104	290.80	385.40
December	40,391	2	79	936.08	391.60
January	51,778	2	108	3,201.68	467.10
February				373.72	595.67
March				977.69	555.57
April				474.74	604.66
May				229.54	449.15
June				116.87	511.92
July				398.72	380.95
August				57.98	372.81
September				551.32	352.67
Accounts to be written off*	\$ 177,967	11	361		
Prior Yr to Date	\$ 159,374	16	362		
difference - () negative	\$ (18,593)	5	1		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of January 1, 2024- January 31, 2024 or 33%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 24 Adjusted Budget	FY 24 Revenue	FY 24 Percentage	FY 23 Revenue	FY 23 Percentage
<u>General Fund</u>	34,178,620	15,625,136	46%	13,211,377	43%
<u>Special Revenue Fund</u>					
Housing Assistance	119,200	41,606	35%	49,677	47%
Debt Service Fund	1,720,523	1,720,523	100%	1,608,036	92%
Capital Projects Fund	7,546,147	2,162,495	29%	590,064	9%
Discretionary Sales Tax	3,105,000	689,305	22%	655,333	25%
Police Forfeiture Fund	-	2,039	0%	40,449	0%
Police Education Fund	-	1,243	0%	1,381	0%
Gas Tax	907,000	212,340	23%	230,946	29%
Police Impact Fees	-	151,350	0%	216,570	0%
Fire Impact Fees	-	38,276	0%	19,174	0%
Recreation Impact Fees	-	45,022	0%	30,826	0%
Building Fund	1,055,500	426,065	40%	337,781	31%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	921,935	941,014	102%	752,055	100%
Carver Heights CRA fund	921,163	761,437	83%	649,605	72%
Highway 27/441 CRA fund	2,324,964	2,347,806	101%	1,814,467	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,314,511	638,979	28%	588,583	31%
Electric Utility Fund	89,495,843	21,336,277	24%	26,564,665	28%
Gas Utility Fund	13,066,749	3,864,724	30%	4,097,940	41%
Water Utility Fund	11,424,054	4,056,352	36%	3,516,436	32%
Wastewater Utility Fund	16,651,523	5,725,184	34%	4,876,761	32%
Solid Waste Utility Fund	5,210,507	1,704,363	33%	1,649,693	33%
Airport Fund	9,341,376	706,801	8%	578,687	10%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,975,656	2,161,331	27%	1,996,586	26%
Workers Comp Insurance Fund	1,256,311	450,159	36%	370,511	32%
Fleet Maintenance Fund	4,022,175	1,039,808	26%	942,440	25%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,635,885	2,284,779	87%	2,938,702	132%
Fire Retirement Trust Fund	1,856,924	2,610,549	141%	2,590,736	151%
General Employees Trust Fund	3,190,000	3,500,498	110%	4,139,314	128%
Use of Fund Balance (Various funds)	72,006,758				
Total All Funds	293,248,324	75,245,461	34%	75,058,795	35%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of January 1, 2024- January 31, 2024 or 33%

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR				FY 23 Expenses	FY 23 Percentage
	FY 24 Adjusted Budget	FY 24 Expenses	FY 24 Percentage			
<u>General Fund</u>	35,441,434	11,318,859	32%		10,662,945	33%
<u>Special Revenue Fund</u>						
Housing Assistance	143,021	40,295	28%		33,614	21%
Debt Service Fund	1,720,523	1,347,984	78%		1,235,239	71%
Capital Projects Fund	13,455,931	1,201,727	9%		248,942	2%
Discretionary Sales Tax	3,178,006	1,488,926	47%		54,551	2%
Police Forfeiture Fund	89,687	36,571	0%		-	0%
Police Education Fund	-	-	0%		6,915	198%
Gas Tax	907,000	372,619	41%		300,008	25%
Police Impact Fees	-	-	0%		18,360	0%
Fire Impact Fees	47,949	-	0%		1,420	0%
Recreation Impact Fees	-	-	0%		1,510	0%
Building Fund	1,833,626	524,787	29%		439,018	28%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	1,092,298	634,673	58%		126,084	15%
Carver Heights CRA fund	1,055,776	91,850	9%		44,607	4%
Highway 27/441 CRA fund	2,466,200	155,634	6%		137,715	7%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,373,500	470,298	14%		385,223	12%
Electric Utility Fund	89,502,163	21,442,686	24%		26,306,863	26%
Gas Utility Fund	14,699,112	3,199,025	22%		3,147,371	27%
Water Utility Fund	19,484,397	3,195,027	16%		2,929,328	17%
Wastewater Utility Fund	67,041,446	4,566,766	7%		4,407,025	7%
Solid Waste Utility Fund	5,210,507	1,728,995	33%		2,205,186	40%
Airport Fund	10,452,586	1,248,617	12%		1,056,430	15%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,975,656	2,080,495	26%		1,598,117	21%
Workers Comp Insurance Fund	1,256,311	334,062	27%		413,164	36%
Fleet Maintenance Fund	5,191,502	1,149,415	22%		1,041,570	19%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,635,885	518,824	20%		434,669	20%
Fire Retirement Trust Fund	1,856,924	496,136	27%		599,876	35%
General Employees Trust Fund	3,190,000	1,088,154	34%		1,162,556	36%
Total All Funds	293,301,440	58,732,425	20%		58,998,306	20%

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
1/31/2024**

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$86,779,985.68	\$19,707,283.98	\$11,235,498.69	\$ 1,015,183.93	\$ 98,814.08	\$9,497,811.74	\$ 5,930,075.01	\$ 6,598,469.07	\$ 15,009,723.19	\$ 1,282,549.81	\$4,358,393.66	\$4,697,030.54	\$ 1,544,161.14	\$ 5,804,990.84
RESTRICTED CASH															
	CUSTOMER DEPOSITS	6,633,976.79					5,048,830.63	866,424.21	707,381.95		9,655.00				
	RENEWL & REPLCMNT	17,396,201.45	1,146,078.07	15,182.15			(1,934,175.75)	711,392.46	4,767,248.21	11,174,409.62	850,000.00				666,066.69
	BOND/NOTE SINKING FUND	32,332,876.74		327,948.99			1,313,643.78	43,876.50	378,270.06	30,269,137.41					
	INFRASTRUCTURE DEVELOPMENT														
	SIGN GRANT & HUD SHIP	507,644.00		507,644.00											
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00											
	IMPACT FEES	6,157,187.48													
	OTHER RESTRICTED CASH	11,634,078.84		74,465.66		11,358,840.18			2,247,854.84	3,909,926.64					
	DEVELOPER CONTRIBUTIONS	412,771.92					407,642.52	5,129.40							
	RATE STABILIZATION	3,661,493.00					3,661,493.00								
SUBTOTAL OF RESTRICTED CASH		79,336,824.22	1,146,078.07	1,525,240.80		11,358,840.18	8,497,434.18	1,626,822.57	8,100,755.06	45,355,158.67	859,655.00				666,066.69
TOTAL POOLED CASH		\$166,116,809.90	\$ 20,853,362.05	\$ 12,760,739.49	\$ 1,015,183.93	\$ 11,457,654.26	\$ 17,995,245.92	\$ 7,556,897.58	\$ 14,699,224.13	\$ 60,364,881.86	\$ -	\$ 2,142,204.81	\$ 4,358,393.66	\$ 4,697,030.54	\$ 6,471,057.53
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	1,035,977.30			543,274.34			82,638.52	171,894.23	238,170.21					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		1,035,977.30			543,274.34			82,638.52	171,894.23	238,170.21					
TOTAL POOLED CASH AND INVEST		\$167,152,787.20	\$20,853,362.05	\$ 12,760,739.49	\$1,558,458.27	\$11,457,654.26	\$17,995,245.92	\$7,639,536.10	\$14,871,118.36	\$60,603,052.07	\$2,142,204.81	\$4,358,393.66	\$4,697,030.54	\$1,544,161.14	\$6,471,057.53

INDIVIDUAL SPECIAL REVENUE FUNDS

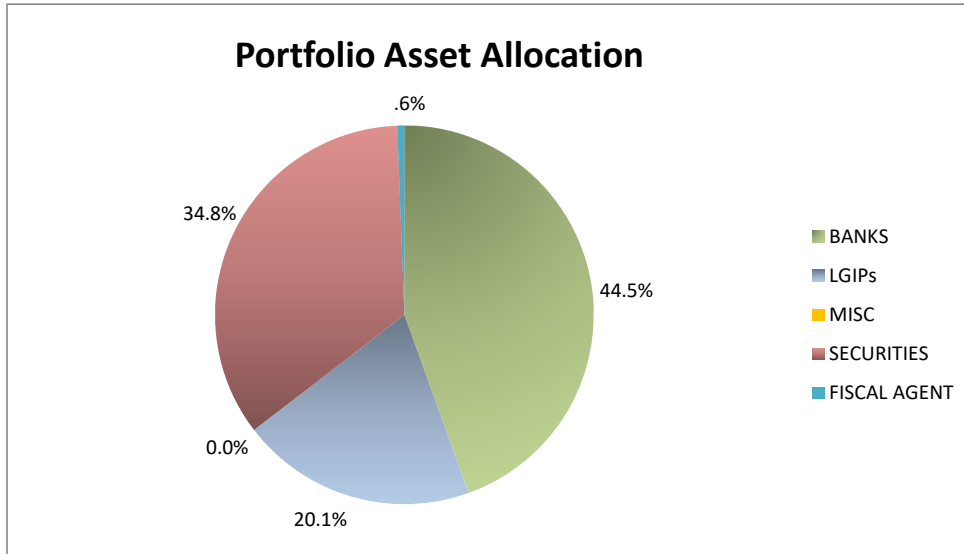
		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
POOLED CASH & INVESTMENTS													
OPERATING CASH		\$ 11,235,498.69	\$ 197,116.00	\$ 1,065,231.03	\$ 973,077.88	\$ 5,129,979.08	\$ 180,933.48	\$ 963.39	\$ 1,476,915.83	\$ 140,370.32	\$ 1,320,085.07	\$ 288,378.13	\$ 462,448.48
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	74,465.66	74,465.66										
	BOND/NOTE SINKING FUND	327,048.99		34,142.38		293,806.61							
	SIGN GRANT	507,644.00		70,950.00	319,724.00	116,970.00							
	R&R / OTHER RESTRICTED	15,182.15	15,182.15										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,525,240.80	\$ 89,647.81	\$ 105,092.38	\$ 319,724.00	\$ 1,010,776.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 12,760,739.49	\$ 286,763.81	\$ 1,170,323.41	\$ 1,292,801.88	\$ 6,140,755.69	\$ 180,933.48	\$ 963.39	\$ 1,476,915.83	\$ 140,370.32	\$ 1,320,085.07	\$ 288,378.13	\$ 462,448.48
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 12,760,739.49	\$ 286,763.81	\$ 1,170,323.41	\$ 1,292,801.88	\$ 6,140,755.69	\$ 180,933.48	\$ 963.39	\$ 1,476,915.83	\$ 140,370.32	\$ 1,320,085.07	\$ 288,378.13	\$ 462,448.48

- INTERNAL SERVICE FUNDS

	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
POOLED CASH & INVESTMENTS					
OPERATING CASH	\$ 5,804,990.84	\$ 1,922,051.61	\$ 1,663,762.57	\$ -	\$ 2,219,176.66
RESTRICTED CASH	666,066.69				666,066.69
SUBTOTAL OF RESTRICTED CASH	\$ 666,066.69	\$ -	\$ -	\$ -	\$ 666,066.69
TOTAL POOLED CASH	\$ 6,471,057.53	\$ 1,922,051.61	\$ 1,663,762.57	\$ -	\$ 2,885,243.35
TOTAL POOLED CASH AND INVESTMENTS	\$ 6,471,057.53	\$ 1,922,051.61	\$ 1,663,762.57	\$ -	\$ 2,885,243.35

**CITY OF LEESBURG
INVESTMENT REPORT
1/31/2024**

DESCRIPTION	BALANCE 1/31/2024
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$53,612,680
TD Bank - Savings	-
Southstate Bank - Savings	11,456
Southstate Bank - CD	2,088,736
JP Morgan - CD	5,212,917
Southstate Bank - CD	5,188,356
TD Bank - CD	4,000,000
Seaside Bank	4,200,185
	\$74,314,330
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,353,273
FLCLASS	10,590,440
FLPRIME	14,684,130
	33,627,843
US BANK (Fiscal Agent)	1,035,977
CHANDLER ASSET MANAGEMENT (SECURITIES)	58,174,637
	58,174,637
TOTAL INVESTMENTS	167,152,787
MARKET ADJUSTMENT	780
TOTAL VALUE OF INVESTMENTS	\$167,153,567



Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

February 29, 2024

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
			<u>751.99</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			<u>4,568.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	1,250.59
			<u>1,250.59</u>

042 Fund

Centurylink of Florida	Working with Gas Dept	USIC Locating Services	4,596.00
			<u>4,596.00</u>

046 Fund

Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			<u>616.50</u>

Total 11,783.08

001 FUND TOTAL	\$	751.99
013 FUND TOTAL	\$	4,568.00
041 FUND TOTAL	\$	1,250.59
042 FUND TOTAL	\$	4,596.00
046 FUND TOTAL	\$	616.50
	\$	<u><u>11,783.08</u></u>

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2022 and 2023

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2022-2023	\$ -	409,052	409,052
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	250,084	(34,197)
2018-2019	342,912	284,726	(58,186)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,520)
2013-2014	292,507 *	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)

Projected
Fiscal year 2023 - Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 23,873	5	77
November	34,977	1	90
December	52,217	6	119
January	48,307	4	76
February	53,540	3	88
March	58,912	4	99
April	34,336	1	56
May	29,663	4	64
June	37,858	2	72
July	31,499	2	79
August	23,172	1	62
September	29,405	6	74
Accounts to be written off*	\$ 457,759	39	956
Prior Yr to Date	\$ 281,754	38	748
difference - () negative	\$ (176,005)	(1)	(208)

Projected
Fiscal year 2024- Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 37,620	4	70	199.24	297.10
November	48,177	3	104	290.80	385.40
December	40,391	2	79	936.08	391.60
January	51,778	2	108	3,201.68	467.10
February	79,343	11	89	373.72	595.67
March				977.69	555.57
April				474.74	604.66
May				229.54	449.15
June				116.87	511.92
July				398.72	380.95
August				57.98	372.81
September				551.32	352.67
Accounts to be written off*	\$ 257,310	22	450		
Prior Yr to Date	\$ 212,914	19	450		
difference - () negative	\$ (44,396)	(3)	0		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of February 1, 2024- February 29, 2024 or 42%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 24 Adjusted Budget	FY 24 Revenue	FY 24 Percentage	FY 23 Revenue	FY 23 Percentage
<u>General Fund</u>	34,178,620	17,884,793	52%	15,515,116	51%
<u>Special Revenue Fund</u>					
Housing Assistance	119,200	52,005	44%	60,661	57%
Debt Service Fund	1,720,523	1,720,523	100%	1,608,036	92%
Capital Projects Fund	7,546,147	2,039,137	27%	606,017	10%
Discretionary Sales Tax	3,105,000	1,144,786	37%	1,104,176	42%
Police Forfeiture Fund	-	2,374	0%	40,631	0%
Police Education Fund	-	1,776	0%	1,942	0%
Gas Tax	907,000	313,289	35%	292,334	37%
Police Impact Fees	-	161,161	0%	275,731	0%
Fire Impact Fees	-	45,718	0%	26,690	0%
Recreation Impact Fees	-	57,207	0%	43,498	0%
Building Fund	1,055,500	543,000	51%	419,468	39%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	921,935	943,035	102%	752,824	100%
Carver Heights CRA fund	921,163	764,395	83%	666,258	74%
Highway 27/441 CRA fund	2,324,964	2,360,492	102%	1,820,356	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,314,511	795,458	34%	734,053	38%
Electric Utility Fund	89,495,843	26,420,289	30%	32,368,180	34%
Gas Utility Fund	13,066,749	5,286,305	40%	5,279,622	53%
Water Utility Fund	11,424,054	4,918,994	43%	4,330,948	39%
Wastewater Utility Fund	16,651,523	7,161,424	43%	6,214,734	40%
Solid Waste Utility Fund	5,210,507	2,128,539	41%	2,055,832	41%
Airport Fund	9,341,376	821,136	9%	687,077	11%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,975,656	2,637,892	33%	2,454,047	32%
Workers Comp Insurance Fund	1,256,311	554,733	44%	457,100	39%
Fleet Maintenance Fund	4,022,175	1,280,654	32%	1,229,143	33%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,635,885	3,046,355	116%	2,451,865	110%
Fire Retirement Trust Fund	1,856,924	3,386,184	182%	2,204,327	128%
General Employees Trust Fund	3,190,000	4,568,745	143%	3,665,982	113%
Use of Fund Balance (Various funds)	72,006,758				
Total All Funds	293,248,324	91,040,399	41%	87,366,648	41%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of February 1, 2024- February 29, 2024 or 42%

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR					
	FY 24 Adjusted Budget	FY 24 Expenses	FY 24 Percentage		FY 23 Expenses	FY 23 Percentage
<u>General Fund</u>	35,441,434	13,803,152	39%		12,722,900	39%
<u>Special Revenue Fund</u>						
Housing Assistance	143,021	47,285	33%		40,342	25%
Debt Service Fund	1,720,523	1,349,102	78%		1,323,275	76%
Capital Projects Fund	13,455,931	1,332,801	10%		529,856	4%
Discretionary Sales Tax	3,178,006	1,506,126	47%		120,072	5%
Police Forfeiture Fund	89,687	36,571	0%		-	0%
Police Education Fund	-	-	0%		6,915	198%
Gas Tax	907,000	372,619	41%		373,373	31%
Police Impact Fees	-	-	0%		23,700	0%
Fire Impact Fees	47,949	-	0%		2,020	0%
Recreation Impact Fees	-	-	0%		2,110	0%
Building Fund	1,833,626	642,455	35%		521,389	33%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	1,092,298	659,015	60%		499,709	61%
Carver Heights CRA fund	1,055,776	118,466	11%		72,299	7%
Highway 27/441 CRA fund	2,466,200	155,634	6%		141,715	7%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,373,500	572,067	17%		469,221	14%
Electric Utility Fund	89,502,163	26,349,555	29%		31,823,527	31%
Gas Utility Fund	14,699,112	4,026,127	27%		3,769,863	32%
Water Utility Fund	19,484,397	3,932,096	20%		3,688,509	21%
Wastewater Utility Fund	67,041,446	5,634,447	8%		5,378,785	8%
Solid Waste Utility Fund	5,210,507	2,133,275	41%		2,584,699	47%
Airport Fund	10,452,586	1,514,390	14%		1,257,855	18%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,975,656	2,738,338	34%		2,158,499	28%
Workers Comp Insurance Fund	1,256,311	395,616	31%		529,348	46%
Fleet Maintenance Fund	5,191,502	1,421,722	27%		1,308,723	24%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,635,885	638,962	24%		562,680	25%
Fire Retirement Trust Fund	1,856,924	638,821	34%		719,601	42%
General Employees Trust Fund	3,190,000	1,322,660	41%		1,397,730	43%
Total All Funds	293,301,440	71,341,302	24%		72,028,715	25%

GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER
---------	--------------------	-----------------	---------------------	---------------------	----------------	------------------	-------------------------	---------------	------------------------	----------------

		INDIVIDUAL SPECIAL REVENUE FUNDS											
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 11,204,681.68	\$ 196,660.20	\$ 577,690.14	\$ 958,060.79	\$ 5,069,209.79	\$ 144,697.99	\$ 1,496.51	\$ 1,915,196.13	\$ 241,319.38	\$ 1,329,895.78	\$ 295,820.82	\$ 474,634.15
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	74,872.79	74,872.79										
	BOND/NOTE SINKING FUND	409,037.43		42,675.82		367,261.61							
	SIGN GRANT	507,644.00		70,950.00	319,724.00	116,970.00							
	R&R / OTHER RESTRICTED	18,878.14	18,878.14										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,611,332.36	\$ 93,750.93	\$ 113,625.82	\$ 319,724.00	\$ 1,084,231.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 12,816,014.04	\$ 290,411.13	\$ 691,315.96	\$ 1,277,784.79	\$ 6,153,441.40	\$ 144,697.99	\$ 1,496.51	\$ 1,915,196.13	\$ 241,319.38	\$ 1,329,895.78	\$ 295,820.82	\$ 474,634.15
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 12,816,014.04	\$ 290,411.13	\$ 691,315.96	\$ 1,277,784.79	\$ 6,153,441.40	\$ 144,697.99	\$ 1,496.51	\$ 1,915,196.13	\$ 241,319.38	\$ 1,329,895.78	\$ 295,820.82	\$ 474,634.15

INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
------------------------------------	-----------------------------	----------------------------------	----------------------------	------------------------------

G:\ACCOUNTING\1Monthly Financials\2023-2024\5 Month_Ended Feb 29_2024-working.xlsx

**CITY OF LEESBURG
INVESTMENT REPORT
2/29/2024**

DESCRIPTION	BALANCE 2/29/2024
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$53,211,951
TD Bank - Savings	-
Southstate Bank - Savings	11,458
Southstate Bank - CD	2,088,736
JP Morgan - CD	5,212,917
Southstate Bank - CD	5,188,356
TD Bank - CD	4,000,000
Seaside Bank	4,217,705
	\$73,931,122
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,389,027
FLCLASS	10,636,098
FLPRIME	14,748,839
	33,773,965
US BANK (Fiscal Agent)	1,298,105
CHANDLER ASSET MANAGEMENT (SECURITIES)	58,376,558
	58,376,558
TOTAL INVESTMENTS	167,379,750
MARKET ADJUSTMENT	(152,767)
TOTAL VALUE OF INVESTMENTS	<u><u>\$167,226,983</u></u>

