

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 13, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Leesburg High School Boys Weightlifting Team State Championship

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 22, 2024

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Facade, Sign and Landscape Grant program for projects located within the Major Corridors and Community Redevelopment Agency areas for Fiscal Year 2024; and providing an effective date. (FSL Grants 441/27 2024)**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to the Four-Year Extension of the Current Contract with Florida Blue to provide Administrative Services for the city's Group Health Insurance Plan; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Orange Bend Ranch, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Orange Bend Ranch Proportionate Share)**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to approve the purchase of one (1) Mobile Air Cascade Compressor by Breathing Air Systems in the amount of \$224,177.70; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing staff to submit a grant application to Lake County for Community Development Block Grant (CDBG) Funding for sidewalk construction and/or replacement projects in the CDBG target areas; and providing an effective date.**
- 6. Resolutions authorizing execution of Gas Service Agreements between the City of Leesburg and TLC Whitmarsh, LLC.**
 - a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Whitmarsh, LLC, for the purpose of setting forth the terms under which the city will provide natural gas service to the development known as Preservation Place, Phase 1; and providing an effective date.**
 - b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and TLC Whitmarsh, LLC, for the purpose of setting forth the terms under which the**

city will provide natural gas service to the development known as Preservation Place, Phase 2; and providing an effective date.

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

- 7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Palms Land HoLdings, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Lake Denham Townhomes; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

- 1. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 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)
- 2. 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)
- 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 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)

4. **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)**
5. **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.**
6. **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.**
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)**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, establishing the Grace Key Groves Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the District; providing for the District budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Grace Key Groves CDD)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida, terminating the City Manager without cause pursuant to Section 9B of the Employment Agreement between Alfred A. "Al" Minner and the City Commission, authorizing severance payment pursuant to Section 9C of the stated Employment Agreement; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to update the City Manager Evaluation process; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. 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
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, APRIL 22, 2024 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, April 22, 2024, at the Venetian Center, 1 Dozier Court. Mayor Burry called the meeting to order at 5:32 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. Municipal Clerks Week

Mayor Burry read a proclamation proclaiming the week of May 5-11, 2024 as Municipal Clerks Week, and further expressed appreciation to our Municipal Clerks, J. Andi Purvis and Anna Rottermond, and to all Municipal Clerks, for the vital services they perform and their exemplary dedication to our community. CC Purvis accepted the proclamation on behalf of the City Clerk's Office.

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.

Bill Polk of 600 Cascade Avenue, said he was there to discuss an issue from the Bass Tournament last weekend. The tournament was a big success, but there was a big problem with the boat ramps. People who pay taxes here could not launch their boats on Lake Harris. He was told about an email or a Facebook post that the city manager sent out saying people could launch their boats at the ballpark and park at the old ballpark. However, there were people that told them they could not park there. No one could put their boat in at Lake Harris, and we have three boat ramps; one on South US 27, Ski Beach, and the ballpark. He is all for the fishing tournaments because they bring money to Leesburg, but somebody needs to reserve at least one boat ramp for the people who pay taxes. He would appreciate the city looking into that.

Lay Brother Steven Gerard of 1109 West 8th Street Line, Ohio, said he was there for the third time to help guide the city in a new direction. The new direction consists of two steps, and he would provide the information to the city clerk. Step one is to place a proposed personhood resolution on the city commission agenda, and pass it between Mother's and Father's Day. Step two is to amend the city charter with a new preamble covenant personhood language that citizens would vote on in November. The city would have to pass a resolution and submit it to the Lake County Supervisor of Election by July since step two includes a date cut off to August 23rd. He asked everyone to encourage the city manager to embrace step one and step two. He would need three to five days to prepare the appropriate personhood educational brief. Personhood cities are constitutional and would legally impose the new Florida Amendment. They would also vote on it this coming November. He concluded his comments with a scripture reading from Psalms 78.

June Presley of 3175 Bright Lake Circle, said she wanted to bring a situation to the commission's attention. She resides near the section of CR 33 and CR 470 near CR 48. The intersection in Okahumpka has turned into a fiasco. It has become difficult and dangerous. People are cutting other people off because there are no left turn lanes. People who are heading up from the Groveland area on CR 33 who want to make a left turn to go towards the Turnpike or The Villages hold up the entire intersection. She hoped the city would communicate with the planning and infrastructure people in the county about the growth they are experiencing by adding almost one thousand homes off CR 33 plus the homes coming into The Villages on CR 470. The intersection is located near the Okahumpka Post Office. It is almost impossible to get in and out of there in the afternoon or early morning. Her mother, who is eighty-six, was hit there. She has been a resident of this community for almost sixty years. That accident was not her fault. Traffic has become very stressful for people and they are starting to have road rage. For the people that come off the Turnpike down CR 470 to US 27, it has become very difficult. Those are only two-lane roads. All anyone wants to do is go to work and come home. She is a teacher at Carver Middle School, and it is difficult to get to work. When she gets to US 27, there is mass bedlam. She asked about community growth and how fast we should grow since the current infrastructure does not allow for it. She lives in what she calls the middle of Leesburg. They recently built a home that was annexed into the City of Leesburg. It is located south of Okahumpka. She was told her post office would be the Groveland Post Office, and not Leesburg or Okahumpka. She cannot get over to Groveland from Monday through Friday before they close. Where she lives, property has been annexed into Groveland and Leesburg. They just handed her post office route to Groveland because Leesburg was at capacity. She asked that the city be mindful because almost one thousand homes are going in south of CR 33 below Okahumpka.

Commissioner Connell wanted to know if anything was in the works for the intersection of CR 48 and CR 33. He knows that is county, but are we aware of anything? **Someone from the audience** announced

that they were having problems hearing. **CM Minner** stated that Commissioner Connell asked if there were any road improvement projects in the works for the intersection of CR 470, CR 33, and CR 48 and the answer was no, not to his knowledge. Those are county and/or state roads, which are governed by the county and/or the state. He was unaware if the county had anything in their five-year plan for road improvements in that area. Most of the county's five-year capital improvement projects are in South Lake County and there may be one on CR 466A in Fruitland Park. With the post office issue, that would be handled by the post office. However, he will connect with the county's public works to make sure they have our input as far as the roads go at CR 33, CR 48, and CR 470.

Mattie Atkins of 808 East Magnolia, stated this was her second time coming to a meeting. At the first meeting, she brought up a situation about her home that she purchased in Leesburg. She also wrote a letter to Commissioner Berry regarding some issues she was having. She was back tonight, to speak about the same issue. The city came out and did a little accomplishment, but it was not good enough. There are trees that still need to be trimmed and leaves and debris need to be picked up. She asked about lighting at the rear of her property, since she was a single woman she wanted to be safe. She had already invested in cameras when she could not afford them just to feel safe. She is in the middle of a home renovation, and she does not want anyone squatting in her house. It is very dark behind her house. She appreciated the city putting a handicap parking spot in for her, but the area in the back needs more lighting. There is a church there, and they are doing all they can to help, but the back area needs to be cleaned. If the city expects the community to keep their area clean, then she should expect the city to keep that area clean. If the city does not want to clean it, she will inquire about a permit to install a gate around her home. She will make her yard look good because she appreciates her home and the value of her home. After the last meeting, she never received a response. She also spoke with the city off the record and has not heard anything back. She wanted to know how soon she could expect to hear from somebody about these issues. **CM Minner** answered that he would double-check with public works. He apologized, but someone would be in touch. **Ms. Atkins** inquired about the lighting at the back of her property. How long will it take to be addressed? **Commissioner Berry** pointed out that the property is located on the side of Cutrale. It is at Lake Street and Magnolia. There is one side street that has one strip of road. It is not a thruway street. It is located behind the town homes next to St. Paul Church. **CM Minner** stated he would personally contact her tomorrow. It looks like a three-department issue, being electric and a few divisions of public works. He would reach out to them, and be in touch with her.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.B.1 - Authorization to execute an Agreement for a security access control system installation and configuration services with SourceLink Communications, Inc.

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

The roll call vote was:

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

Five yeas, no nays, the Commission 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 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.

ADOPTED RESOLUTION 11,810

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell asked if this pertained to City Hall and the Municipal Service Building? **CM Minner** answered yes. **Commissioner Connell** wanted to know what doors they were referring to at both buildings. **CM Minner** responded that this was a security project. It dates back to the goal-setting sessions last summer. The concept was to ensure that city facilities are secured. There are times when the public is not altogether friendly. They are friendly ninety-nine point nine percent of the time, but we have had occasions where we get interesting visitors and people are threatening. That has set off concerns amongst city employees. We also see it happening around the nation and here locally over the past several years. We have seen different municipal corporations, including the county, take action to secure their facilities. As we moved into this endeavor, we held discussions at the budget workshop, and it was set as a goal. We need to make our facilities secure. We did an analysis of the facilities to find out where we were not secure. The facilities we thought were secure were the police station, the fire stations, and the electric department. Those are secure areas because the public only has access to certain points. The rest of the facilities are literally locked down. You have to be an authorized person to gain access. Some facilities we could not address because the public has access throughout the facility. There are safety areas in case of an emergency where employees could exit. The department head has worked with employees on a plan for safety and that building is the library. There is no good way to secure the library due to the public having access throughout the facility. If an unfortunate situation arises, the Library

Director has worked with her employees on a plan for securing themselves. That leaves two facilities that have a lot of public access City Hall and the Municipal Service Center (LMSC). There are four public departments located at the LMSC building. The purchasing department is currently locked and secure from access of the public. The building department and the planning and zoning department are not locked or secured. The IT department is reasonably locked and secured. The concept was to secure these facilities to help keep city employees safe. It would still allow people to come in. The move was to install a security system where all doors are locked. They would unlock with use of automatic magnet locks. All employees and commissioners will be issued an access/badge swipecard. They will have to swipe that card to gain access through the doors. Each employee who is issued an access/badge card will be registered. It will allow them access to their work area or where they need to go. For example, if you work in the electric department, and you need to see someone in HR, you will use your access card/badge to gain access to where you need to go. You will need to use the access card to gain access to the elevators if you needed to get up to the third floor. If a member of the public needs to see someone in Finance they will have to check in at the front desk. Once checked in, they will receive a card to swipe at the elevator. That will allow them access to the second floor. The second floor would be restricted so the public cannot gain access until they check in with customer service at the front desk. Once finished, they will return the access card to customer service at the front desk. That is how City Hall will be locked down. There were twenty-seven different doors identified that need to be locked down. We have big swinging doors on each level of city hall, the exterior doors and the doors into the hallways. Each hallway has a door and the elevator. If anyone has recently been to the county administration building, they have a system where you have to check in with a security agent in order to be given an access pass. What we set up would be similar to that. The LMSC building is a bit different because some areas are secured. IT and purchasing are secured, but the lobby is not. Right now, they have divisional partitions with doors that open. The plan is to construct walls that are high enough for security yet short enough to allow air flow. That way, the air conditioner and heater can move. We do not want to invest more in a major infrastructure project. We will replace the two doors at the front with secure doors and employees will have to swipe to get in. The public would still have access to the foyer area, but if someone had an appointment with the building department or planning and zoning, they could be granted access. So, step one is to secure all doors. We sent out a bid, did some research, and it came in as an eighty thousand dollar expense. It was actually seventy-nine thousand dollars and some change to secure the doors. City hall has about twenty-seven doors and the LMSC building has two doors. The purpose of the security badges, rather than a key, is that security badges can be tracked. We will know when someone comes in and goes out. We will be able to monitor and give an added level of security versus issuing a bunch of different keys, which is seen more as a breach. Step one, assuming this passes, is to install the security system at city hall. Step two will be to build the walls at the LMSC building, which we can do internally. Once the walls are secure, they will have a door similar to the one in the contract. This contract secures all doors as described. The budget was set aside in FY24 and that was one hundred and fifty grand. By approving this resolution, we would contract with the firm and spend about eighty grand to make the first big swipe at securing city hall and the LMSC building. **Commissioner Connell** asked if they would need to use a pass to gain access to the elevator? **CM Minner** answered yes. The elevator will be locked down along with all entry points of city hall. The first level of city hall is pretty secure, but that is where most of the public come in and out. They come in to pay utilities and open or close accounts. There is a significant amount of public traffic that goes in and out of that area. You will need a card to swipe at the elevators in order to get up to the second or third floor because that will be locked down. People will need a card to gain access to the elevator and stairwells. When we have public meetings, the facilities will be open, but after the meeting they will be locked back down. The public will not need an access card to swipe when coming to city hall for a commission meeting. **Commissioner Connell** asked if it would be necessary to have a pass on a regular basis for vertical accessibility? **CM Minner** answered yes because it will be locked down. **Commissioner Connell** asked what he would do for vertical accessibility to the second and third floors? **CM Minner** responded that employees and commissioners

will have an access card/badge they will use that to gain vertical accessibility. **Commissioner Connell** asked about the public. **CM Minner** replied that the public needs to sign in first and someone would let them up. **Mayor Burry** asked if there was any other discussion. There was none.

The roll call vote was:

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

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

C. RESOLUTIONS:

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

ADOPTED RESOLUTION 11,807

- 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.**

ADOPTED RESOLUTION 11,808

- 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.**

ADOPTED RESOLUTION 11,809

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)**

ADOPTED ORDINANCE 24-17

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 Berry seconded the motion.

Mayor Burry asked CA Brionez to swear in anyone wishing to offer testimony on this item. **CA Brionez** asked anyone wishing to provide testimony to stand and raise their right hand. He swore them in. **Mayor Burry** asked the planning and zoning director to provide an update on this item.

PZD Miller stated this was a request to rezone approximately one hundred and twenty acres. It is generally located south of U.S. Highway 441 and west of Sunnyside Drive. The proposed project includes one hundred and fifty units on one hundred and twenty acres for a gross density of one point two five units per acre. The proposed PUD is a result of the special magistrates' recommendation in the settlement of Sunnyside Landing versus City of Leesburg that was pursued under Florida Statute 70.51, Dispute Resolution Act. The special magistrate recommended amending the PUD in the following areas; the total acreage of the project was dropped from one hundred and thirty-nine acres to one hundred and twenty acres. That was due to the additional tract on the east side of Sunnyside Drive being removed from the plan. The total number of units was recommended to be reduced from one hundred and fifty-nine to one hundred and fifty. Dropping the total number of units slightly increased the size of certain open space areas and buffers adjacent to the nearest existing residents. It was small, but it was there. All other requirements of the PUD have been maintained, including requirements for fifty, seventy, and eighty-foot lot designs and architectural standards for the homes. There are twenty-five-foot planted buffers around the perimeter of the property and a requirement for a boulevard entrance, sidewalks, upgrading of Sunnyside Drive adjacent to the property, preservation of wetlands, and recreational requirements. City staff understands that the commission may want to make some amendments to this request. **CM Minner** clarified there are some amendments that the commission should consider. He had already spoken with city attorney, Mark Brionez about them, and they have been shared with the developer. There are three potential modifications that the commission should make in the form of an amendment to the motion on the floor. The amendment would modify the motion in the following manner; it would add the dark sky lighting requirement that has been added to recent PUDs, the addition of the tree requirement, which is two trees for every lot, and a modification to paragraph 15.c in the PUD, which is the expiration paragraph. He did not want to read what they were striking, but it would be most of paragraph 15.c. As it exists now, there is an expiration date of one hundred and twenty months or ten

years. There is some wiggly language in there that says if this happens, then this may happen. The intent of the change is to have a clear-cut shorter defined action if the PUD does not develop. It would restrict it from ten years to six years. The modification of paragraph 15.c, if approved, means a development or building permit application must be submitted to the city for work to be done in one or more phases of the PUD within six years with no appeals pending. If no application is submitted, the PUD will automatically expire unless otherwise lawfully extended by the city or Section 252.363 of the Florida Statutes. In the event the PUD expires, the property shall be governed by the zoning regulations applicable to RE-1 zoning. That language will be stricken and amended. We need a motion to amend that if the commission chooses to do that. Essentially, the concept has three significant points that modify paragraph 15.c. The first item covers the term of the PUD. It would be six years instead of ten. The second is the last sentence that says if it expires due to no permits being pulled, it automatically goes to the specific zoning of RE-1, which is one to one zoning. While it does not say, one to one zoning, in this case if it were one hundred acres, and they only used thirty acres and jammed one hundred homes into thirty acres, that would be a net of one to one. What we are looking for is a gross one to one, and that is what RE-1 zoning is. It is one acre, one house. If it was one hundred acres there would be one hundred houses. If it was thirty acres there would be thirty houses. The third modification is a state preemption in Section 252.363 of the Florida Statutes whereby state statutes supersede local planning law. That statute says, anytime the governor issues a state of emergency, no matter how long it is, a development is entitled to an extension. If a hurricane comes through and the governor declares a state of emergency for Lake County, it would be under that state of emergency. If it were one week, that means the developers' expiration date would be extended one week. Even if it happens and there are two years left on the PUD, anytime there is a state of emergency, that time is automatically added to the development. That is a bit of an olive branch, and he did not want to speak on behalf of the petitioners. Our counsel had spoken with them, and they seemed amendable to that change. That is an olive branch that allows the city to put more of a restriction on this PUD. It would expire before some of the other PUDs we have recently approved. If the commission likes the modifications, they would need to make a motion to amend the resolution. **Mayor Burry** asked for a motion to amend.

Commissioner Pederson made a motion to amend as described by staff, which is the three-point amendment, and Commissioner Reisman seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the amendment to the resolution.

Continuing, **Mayor Burry** asked to hear from the petitioner.

Brent Spain of Theriaque & Spain, 1809 Edgewater Drive, Orlando, said he was there on behalf of his applicant. For the record, counsel did reach out to him regarding the proposed modifications and his client was amiable to those. They have no objections to doing those three things. Referring to a PowerPoint, he said the first two slides reviewed the standards for rezoning. He wanted to emphasize on the site specific rezoning which is a quasi-judicial decision. At the end of the day, the decision needs to be supported by competent substantial evidence. The second to last bullet point shows what constitutes competent substantial evidence, which is staff reports from the local planning staff and professional experts. For this case, he introduced a binder which has all the historical public records related to the

case. It includes the prior PUD and staff reports throughout the history of this project. They have consistently recommended approval, and they again recommend approval tonight on the modified plan. Referring to the last bullet, that covered the hearing from a couple of years ago, and it was included in the special magistrates' order. When the commission puts on their judges' hat instead of the normal city commissioner's hat, they have to apply the city's adopted criteria. The decision is not based on what they like best, the decision is made on whether or not the proposal complies with city-adopted criteria.

Referring to a slide, he wanted to explain how we got here. It was briefly discussed at the commission meeting of March 25th. This application initially started in May 2021, when they filed their development application. It was initially for one hundred and sixty-four units on one hundred and thirty-nine acres. That application was reduced to one hundred and fifty-nine prior to the public hearing. The public hearing was held in March 2022, and remember that application was a bit broader than the one before them now. As the planning and zoning director indicated, the application before them does not include the eighteen and a half acres located to the east of Sunnyside Drive. In March 2022, their application included an annexation, a future land use change, and a PUD. The only thing before them now, is the new PUD for the parent track of one hundred and twenty acres. Back in March of last year, there were only four commissioners in attendance, and it ended in a two/two vote, which procedurally ended up being a denial. So, within the thirty-day time frame, their client exercised their right and started the process with the special magistrate, per state statutes. With the planned amendment that failed, they filed for mediation as allowed under the Community Planning Act. They also filed a petition for a Writ of Certiorari with the Lake County Circuit Court and that litigation is always abated. The PUD was essentially put on hold since they were working through the special magistrate process. Last summer, in July, some folks in the room attended that special magistrate's hearing, and the special magistrate was Carlos Alvarez. If you are a Florida Gator fan, you would know that the special magistrate is known as the Cuban Comet. He played for the Gator's football team, and is in the College Football Hall of Fame. However, he has practiced land use law for forty-eight years in Florida. He was mutually selected by the city and his client to serve as the neutral special magistrate. In July 2023, an all-day evidentiary hearing was held. It was not just for show and tell. People were called as witnesses and put under oath. We had to provide expert testimony and the city did the same. Each side submitted proposed orders. In January of this year, the special magistrate issued his recommendation and the ultimate conclusion was to recommend approval of the modified Sunnyside PUD. A denial under state statutes would be unreasonable and unfairly burden the use of the applicant's private property. Last month they came before the commission on the settlement agreement. The recommendation was to accept the magistrates' order by resolution. Tonight, they are at the second stage, which is to implement and ask for approval of the modified PUD.

Moving to the next slide, he showed the project aerial, which showed the existing future land use of the property. It is estate-residential, which is four dwelling units per acre under the city's comprehensive plan. He pointed out the existing zoning on the property. For those who attended the special magistrate's hearing, they heard about this, but the property is still zoned PUD, and it has been zoned PUD. The issue was whether or not the prior PUD had expired or not. That was the impetus for his client to initially apply for a new PUD because the staff indicated it was the city's position that the 2005 PUD had expired. However, as they sat there it was still the same color on the map, they just did not have a PUD in place. As the planning and zoning director indicated during the special magistrate's hearing, if his client went in today and asked for a building permit, the answer would be no, because essentially they have a zoning with no PUD. He showed the revised PUD and a copy of it was attached to the settlement agreement, included in the agenda packet. As the planning and zoning director stated, there are eighty, seventy, and fifty-foot lots. The layout on the slide showed color coded dots for the property and the exterior lots will be the eighty-foot lots. Every lot that borders Sunnyside Drive will be eighty feet and every lot that borders an exterior buffer will be eighty feet in width. The more narrow lots, which are fifty and seventy-foot lots, will be located at the interior of the development. These lots back up to conservation areas or

wetlands. He showed a pie chart of the modified plan and the breakdown. The yellow stands for eighty-foot lots, and the vast majority of the development will consist of eighty-foot lots. All the perimeter lots will be eighty feet in width. The planning and zoning director alluded to distance measurements. His applicant removed five lots in key areas and, as a result of removing the lots, they increased the distance between the nearest existing residents. On the northern part of the PUD, those homes will be four hundred and seventy-two feet and four hundred and thirty-four feet from the existing residential structures and the houses on the northeast are two hundred and sixty-three feet.

Referring to another slide, he showed the increased distance on the southern side. They increased the buffer along the southern side, which is now thirty feet instead of twenty-five feet. They also made a reduction in the lots, so the lots are larger in size. The distances are four hundred and seventy-five and four hundred and seventy-two feet to the nearest resident. By development standards, those are substantial separation distances between houses. He then showed what the property looked like back in 2005, which included a PUD approval. The applicant at that time (the prior owner) came to the city to have a preliminary subdivision plan approved. He showed a picture of the 2006 proposed site plan (PSP), which was reviewed and approved by the city. That plan was found to be compatible with the surrounding area. He pointed out three areas in that plan because that was where they made modifications to enhance compatibility. Looking at the dead center of the plan, the northern lots on the 2006 PSP had five lots in that area. At the top right, which are the east lots, there are four. Moving down to the southern border, that area was circled in red and there were six lots. When comparing the modified plan in the northern and middle area, they eliminated two lots versus the 2006 approved PSP. They now have four lots, which results in an increase of open space immediately to the east. That helps increase the separation of existing residents to the north. The area on the east is exactly the same as the approved PSP from 2006, and it has four lots. In the south, the 2006 PSP had six lots and that was found compatible by the city. They actually increased the lot sizes. They are substantially larger because their plan has four lots along the southern boundary.

Referring to another slide, he showed a quote from the special magistrate's order. He quoted from page 29, "from a strict compatibility standpoint, the revised Sunnyside PUD concept plan is not only an improvement over the 2021 Sunnyside PUD submittal with one hundred and fifty-nine units, which the city's planning staff deemed compatible with the surrounding area, but it is an improvement over the 2006 PSP, which the city approved." Another issue they may hear about is compatibility. There is a policy in the city's comprehensive plan, which was referenced by the magistrate and that is the future land use policy 1.6.5. That was impertinent because it states compatibility with surrounding established neighborhoods shall be considered during the comprehensive plan amendment process. Now, why is that significant? In 2006, the city adopted a comprehensive plan amendment for this property where it went from Lake County urban expansion, which is four to one and Lake County suburban, which is up to three to one dwelling units per acre to city estate-residential and conservation. City estate-residential allows up to four units per gross acre. So, presumably, in 2006, when the plan amendment was adopted under the city's comprehensive plan, there was an inherent compatibility analysis done. It was determined that four dwellings per acre on this property were compatible with the surrounding neighborhood. Now, while this PUD was going through that process, the city planning staff concluded that the proposed request for PUD zoning was compatible with current surrounding zoning districts. It was consistent with the city's growth management plan and future land use element goal objective 1.6, which is land use compatibility. Part of the special magistrate's conclusion was that there was no evidence or testimony 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. The special magistrate did not just take their word for it, and it is important to note that the special magistrate, on his own, with no parties there to influence him or comment, performed his own independent site visit. He not only visited the Sunnyside property, he actually acknowledged and stipulated on record that he drove and visited the surrounding

area. The special magistrate in his recommendation noted that he did a site visit to the general area where the Sunnyside PUD is located. It 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 area of environmental and land use law in Florida for over forty-eight years. If anyone thinks the special magistrate was a little puppy lawyer trying to tell them it was compatible, the special magistrate has almost five decades of land use experience. They also submitted an environmental report, and he showed an excerpt from the original environmental assessment. Based on feedback from when they went through the original review process, the environmental consultants did an update, and in the PUD before them one condition is that their client comes back and does an environmental assessment before any site development work. They always have to do an environmental assessment and one thing that is out there are gopher tortoises. There is a process they have to go through to relocate gopher tortoises, and to preserve the area. There is a condition in the PUD that says they have to do an environmental assessment before moving into site development work.

On the special magistrate's recommendation there was a traffic impact study, and he provided an excerpt from that which concluded that the roads were sufficient for the trip generation of this project and no level of services would be tripped. The last time he was before the commission he brought 2021 traffic volumes which showed the available number of trips after this project is developed. The original traffic study analyzed two hundred and nineteen houses, which included property that was not annexed. At that time, they tried to predict 2024. Referring to a chart, he demonstrated the available capacity after the project, and it would not result in any road failing. Since the magistrates' order, they looked at the Lake County Public Works new traffic counts for the three stations because they wanted to see how the 2024 Lake County numbers compared to the numbers from 2021. For Station 451, which is at Sleepy Hollow south of US 441, in 2021 the count was 4,640 trips and the 2024 numbers from Lake County are 4,730. There was an increase of ninety trips per day. As a note, he stated they factored his client's project in the trip distribution and the available trips after this project showed 197 trips available. With Station 423, which is Sunnyside Drive west of Tomato Hill Road, in 2021 the count was 2,709 and in 2024 the count was 2,594. There was an actual decrease at that station of 115 trips. After his client's project, there will be 470 available trips. The last station 414, which is Sunnyside Drive south of the three-way intersection, in 2021, the trip count was 1,523 and in 2024, the trip count was 1,267, which is a decrease of 256 trips. After this project, it leaves an available trip capacity of 764. Again, the source for this data is from Lake County Public Works.

Moving to the next slide, as it relates to testimony and evidence from the special magistrate about pavement ratings, the colors are green, red, orange, and yellow. The area leading east on Sunnyside Drive to the ninety degree bend is orange, and based on information from Lake County that had a pavement rating of eight. The magistrate recognized this in his order, that when you reach his client's property, the pavement rating drops and that is shown in red. That was rated a four. There is a condition in the PUD that requires his client to bring that segment of the roadway up to county pavement standards. The magistrate recognized that and included it in his recommended order. He stated the petitioner's traffic impact study was reviewed by the city, Lake County, and the Lake Sumter Metropolitan Planning Organization, and neither the city nor any other reviewing entity raised any issues with the petitioners' traffic impact study. In fact, there are more trips available now than when they did the traffic study. The unrefuted testimony by both his client and the city planning staff at the hearing was that Sunnyside Drive has sufficient capacity to accommodate the anticipated traffic. More importantly, all segments of Sunnyside Drive will have a sufficient pavement rating following the development of the Sunnyside PUD as conditioned. That is a requirement his client has to comply with. The area on the slide shown in red runs along his client's border to the entrance of the community and that will be brought up with repaving.

The extent of the city commission's denial of the Sunnyside PUD was based upon traffic concerns or the perceived condition of Sunnyside Drive, and such denial is unreasonable and unfairly burdens the petitioner's use of the parent track.

Referring to a slide, he stated this leads him to the conclusion slide for the Sunnyside task report. Everyone should be very familiar with it because they have heard a lot about it over the last two years. It was a primary focus at the special magistrate's hearing and that testimony took up most of the day, and it was a large part of the recommended order. He showed Resolution 7158 from June 2004. That resolution included the language where the city commission, at that time, purportedly adopted the recommendation. It also included language that said "unless otherwise approved by the city commission." Again, that was in June 2004, which is important for the chronology. This came up when the project was initially going through review. He provided an excerpt from the minutes of the Planning and Zoning Commission from August 2020 where the former late city attorney, Fred Morrison, explained there is a proviso "except as otherwise determined by the City Commission" and they passed, for, first PUD. He explained that there must have been a typo in the minutes. He went on to say, that although the study was adopted in 2004, it was not considered binding to future city commissions. Then, in the December 2020 City Commission minutes, the former late city attorney was specifically asked about the Sunnyside study and whether it was applicable to the property. In the minutes, the city attorney explained, referring to the Sunnyside Task Force, in his opinion, it is essentially the same as it was the last time it was implemented by way of resolution. The resolution itself contained a proviso, "unless otherwise decided by the City Commission" that predated the first PUD on this. While it is expired and has no force or effect now, the implementation of that PUD when it was granted is an indication that the City Commission at that time decided otherwise. This Commission has the authority, notwithstanding the Task Force report, to approve this if that is the desire of the Commission. That was before going through the special magistrate's hearing and that was the former city attorney's view of it.

Referring to another slide, he showed the 2005 PUD that was approved in December 2005. That was more than a year and a half after the Sunnyside Resolution. He noted the 2005 PUD Ordinance did not apply the Sunnyside Task Force Study Report to the property. At the magistrate's hearing, both his consultant and the city planning staff acknowledged that the 2005 PUD did not comply with the Sunnyside Task Force Report. The 2006 PSP was approved in June 2006, more than two years after the adoption of the Sunnyside Resolution, and at that time the city did not apply the Sunnyside Task Force Study Report to the property. The 2006 planned amendment ordinance shows the land use was done after the zoning, but typically it is done the other way around. However, it was approved in December 2006 and that was the third and last approval. That approval was more than two and a half years after the adoption of the Sunnyside Resolution. When we look at the 2006 planned amendment, there is no language restricting the density of four dwelling units per acre or somehow subjecting the property to the Sunnyside Task Force Report. In 2006 there was an Objections, Recommendations and Comments report (ORC) from Department of Community Affairs and the city had to do a response to it. He showed a chart that had the city's ORC response for the 2006 plan amendment. In the chart there were several plan amendments for Sunnyside Landing. Looking at the trip generation and the scenario column on the left, it says adopted as proposed. So, it recognized what his client's land use was under the county's urban expansion. It showed four dwellings per acre, the county suburban showed three units per acre plus fifty thousand square feet of commercial. What was proposed was city estate-residential at four units per acre and under the allowed development column, it says up to four hundred and eighty units. The indication, that while this went through the process, the intent was not to apply the Sunnyside Task Force Report to the property.

With the special magistrate's findings, he entered a forty-page order which is a public record. He essentially focused on three points and one was historical evidence. The special magistrate quoted two

things. He indicated that testimony and historical evidence introduced during the evidentiary hearing established that the city did not apply the Sunnyside Task Force Study Report to the parent track when approving the 2005 PUD. The 2006 PSP and the 2006 plan amendment also contained no language restricting the site nor does the future land use map include any asterisk or notation. He focused on historical evidence and that report never intended to apply, or restrict the density on this property. There was reference to the former planning director's testimony from 2006 where she explained the density in place at the time the Sunnyside Report was approved is still valid. The attorney at that time, Steve Richie, demonstrated what the density of this property was under the county's future land use map and comprehensive plan. The magistrate went on to say, even assuming the study report was intended to apply to the parent track, it would be unlawful to apply them because the density level limitations recommended therein are not codified in the city's comprehensive plan or land development code. This was the point the mayor alluded to at the last meeting. They were not on the city commission at that time, and they were not responsible for that oversight, whether it was done purposely or not. That was an issue for the magistrate. He indicated that given the undisputed fact that the city had never formally codified the recommendations of the Sunnyside Task Force Study into the city's comprehensive plan or land development codes, the density level limitations set forth therein are not legally binding and do not apply to the parent track. He went a step further and said, assuming historically the intent was to apply it, and with how it was written, that somehow it can apply to the property. He analyzed the resolution, and it had no objective criteria in it. That is very important under Florida law, because when you are in a quasi-judicial capacity, they have to apply adopted criteria. Florida's courts have said those types of provisions are unenforceable. The conclusion the magistrate reached was that there were 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. 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 the property. The mayor and another commissioner previously commented by saying it has been a long road for all involved, including folks in the room, his client, and city staff. They were there to ask the commission to respectfully approve the PUD consistent with the magistrates recommendation and the city planning department's staff report. It would be the modified plan subject to the additional three modifications being imposed this evening. They submit that the modified plan complies with the city's comprehensive plan and land development codes. He noted as part of the special magistrate's recommendation that the city take the steps to implement the Sunnyside Task Force Report into it the comprehensive plan and land development code, so this type of situation does not repeat itself. From the mayor's comments at the last meeting, he believed the city was in the process of doing that. He concluded by saying he had a binder he wanted to introduce as part of the record. It had thirty-five tabs, and it covered everything that was part of the development file for this PUD. He handed it to the city clerk and asked to have a few minutes for rebuttal. **Mayor Burry** asked if there were any questions for the petitioner from the commission. There were none. He opened up public comments.

Zach Broome, attorney representing Murray Tucker, said he wanted to present some legal issues. Basically, what he perceived after reading the special magistrate's recommendation was the term order that had been thrown around and, to be clear, he is not a judge. He is a special magistrate making a recommendation. The case is actually still abated, and a circuit court judge will ultimately decide if the city does not approve this tonight, whether or not there was competent substantial evidence to support the denial two years ago. With the future land use, Mr. Spain talked about it heavily. He talked about three units per acre and four units per acre. One thing that was mentioned, aside from the current zoning, is the PUD from 2005. If they look at the 2005 PUD and the annexation agreement, they would notice something interesting. The annexation agreement says the annexation of the parent tract, the one hundred and twenty acres, is subject to the terms of the PUD and Mr. Spain alluded to the ordinance from July 2005. The reason that is relevant is that PUD set a density for this project of one unit per acre. More

importantly, the special magistrate noted in his recommendation an interesting proviso of that ordinance that explicitly says that when the ordinance lapsed the applicant can come back and ask for the same density that the applicant had received, or it would get a lower density of estate residential one and not the future land use estate-residential. City staff wanted to amend the zoning in this application because it is a one-to-one zoning density. The future land use and the PUD zoning was somewhat in the special magistrate's recommendation, and he thought it would not go away. He believed that staff was wrong. The special magistrate said there was no notice given and nothing done with the applicant, but it does not clearly say what happened to the PUD. That PUD says one to one, and it says if it expires it goes back to an estate-residential one to one zoning. This proposal is higher than one to one. It is 1.25. An interesting thing about the ordinance is that it mentions it runs with the land, and it does not tie into any sort of termination. Back in 2022, the Sunnyside Task Force was discussed and if they go back and read the minutes from 2005 and 2022, city staff and the community director stated the reason they went for one-to-one density in the PUD, even though the future land use was three or four, is because of the Sunnyside Task Force Report. That was why they went for one-to-one density. Even though the special magistrate was correct, it was not codified into the land development code. The PUD had a zoning and the buyer bought it with the knowledge that it was one-to-one and the minutes from incorporation of that PUD reflect that the Sunnyside Task Force Report was the basis for that decision. This parcel has mostly one to one density with a little bit of one to three. As a final point on the legal issues, there was a lot of discussion about what they could consider and Florida's courts have talked about how staff comments can be used for competent substantial evidence. That does not mean this is the end of the conversation. That is why they are there and that is why they are commissioners. They can use public comments as evidence. They do not have to take generic things as they do not like it or want it. That kind of stuff can be disregarded. However, that does not mean general public comments about specific concerns that are fact-based statements about the project cannot be used as competent substantial evidence. More importantly, the applicants do not have to win. The courts in Florida have been very clear that they do not reweigh the evidence. As long as this body has heard all the evidence and decided they like this evidence better, it is not the job of the court to reweigh the evidence. From their standpoint, what was heard two years ago, there was absolutely confident substantial evidence to deny and that was done by a two to two tie. Essentially, what the special magistrate did was reweigh the evidence and decide what he thought was the better outcome. They say the PUD, with the present zoning still controls with one to one. That is appropriate for that area and the competent substantial evidence that was presented two years ago was sufficient to support that decision.

Murray Tucker of 6839 Tuskegee said he agreed with Attorney Broome and if the applicant came in with the one to one zoning, this room would be empty. Back on April 27th, they filed for a writ and everyone should be familiar with Florida Statutes, in section five, the governmental entity with whom a request has been filed shall also serve a copy of the request for relief by United States mail or by hand delivery to owners of real property contiguous to the owner's property at the address on the county tax roll. He receives letters from planning and zoning and so does his mother. They have two different addresses and they received nothing. No one in attendance received notice that this was going on. The statute requires them to be notified, and that never happened. He did a public record search and found nothing. There was nothing in the newspapers, and zero evidence of letters. After they found out the applicant filed for writ, his attorney filed as an interested party. Again, he has a whole list of dates that show shade meetings to discuss mediation, and they were supposed to have received notice and they did not. Three days prior to the meeting, when his attorney was out of town, he received a notice that the magistrate's meeting was on the April 25th, and it was in the newspaper on April 16th, but the most important meeting was the actual hearing on July 19th. He had a copy of the Daily Commercial showing it was inserted on July 16th. That was a three-day notice and no letters to the residents, which is required. Per Florida, they are supposed to notify within forty days and they only received a three-day notice. How is it reasonable for working people to rearrange their schedules to come to a hearing? The magistrate dinged them because there were

not a lot of people. They said no public comments and that was due to the three-day notice of the meeting. That is against the law, and it goes against state statutes. He did not know about the meeting. He found out about the special magistrate meeting because he happened to be with the mayor and city manager at a Habitat for Humanity project, and they told him about it. He has records from the Daily Commercial and he can provide copies. His attorney's email, name, address and phone numbers are on the bottom listed as interested parties. There is no excuse for him to have not been properly notified. He told his attorney that he heard about it from the mayor. He reached out to Brionez & Brionez to confirm the meeting. That is ridiculous. Also, the magistrate is not a judge. The other night, April 1st, he was watching the 401 Electric Advisory Board meeting on Lakefront TV. He was watching it and just about the thirty-minute mark, the electric director gets up and starts talking about all the big projects coming up and lo and behold, he says they have a big one on Sunnyside. We have not finalized anything yet and the electric department is already talking about doing it. Is that right? Now the biggest problem he has, and he has talked with the commissioners and listened to what they have to say, but the fact that they are sitting here saying they have been told to accept this, there is no other choice, their hands are tied. The last time he checked the city commission was the boss and these guys work for you. This is the same development they turned down and nothing has changed. They have shown plenty of evidence if they look hard. He said the other day to postpone this, get a second opinion, and he strongly believes the city should do that. He believes they can show plenty of evidence that the denial was correct. If it went back to the one hundred and twenty they would not fight for lower because they do not believe they deserve lower. Under current laws, one twenty would be good. The fact that this has been so prejudged, they are not looking at this on the merit of the PUD. They are looking at this on the merit of what some attorney said. That is what was said almost verbatim and, due to the lack of notification and the lack of due process, he finds this whole thing very questionable. It needs to be looked at very carefully. The most important thing in the order that was filed, under line number three, it says the petitioner shall file a status report with the court within fifteen days of completion of the special magistrate's proceeding, either dismissing the proceeding or requesting further action by the court. As of today, there has been nothing filed with the court. That has not been done, so this order has not been followed.

Mark Arney of 7393 Sunnyside Drive said he was an affected resident who lives within two hundred feet of the proposed PUD. He was standing before the commission to provide expert testimony. The reason for him testifying as an expert was because he was very familiar with Florida land use laws and zoning regulations. Before moving to Leesburg from Orlando over five years ago, he served as an HOA president and the PUD consisted of sixty-five single family units. During that time, he served under the HOA as a board member, an ARC committee member and the president. He participated in a number of interactions with local and state authorities and their legal counsel. They were not incorporated and their HOA was part of Orange County, so he had to interface with a number of county officials. He was very familiar with this process. To start, all the trees will be gone. He had a conversation with the planning and zoning director a few weeks ago, and he asked if the city would be looking at the same situation as Hillside, which is a smaller development located on the corner of Old Tavares Road and Sleepy Hollow. If they can remember, that was a wooded area before the two developments went in. That area overlooked trees, and surprisingly the developer came in and took every tree down. The planning and zoning director told him that they have no control over the developer, and he could do the same thing. One of the most beautiful stretches of Sunnyside will be gone. Sunnyside Drive at the top of the road gets narrower as you go down it. It is so narrow and there are a couple little curves going towards the lake that if a big vehicle comes your way you are in trouble. There are corners where they have to drive as slow as ten miles an hour to get around it. Right before the two to two denial in March 2022, the mayor stated the exhibits that the developer showed included portions of Sunnyside Drive where there were tire tracks along the side of the road. He said one of the tire tracks was probably his. If a school bus or a large truck is coming from the other direction, there is not enough room, so someone has to move over. That poses a serious problem that could be very serious and critical if this were approved. As part of the proposal

received, Appendix A states there would be a survey of trees on the property and if, existing on the property, all specimen heritage and historic trees shall be surveyed by staff. They will review the tree survey and such trees should be saved wherever possible during the site plan review process. This may include amending the site plan in order to save specimen heritage and historic trees. A survey of one hundred feet by one hundred feet plots indicates that all protected trees four inches in diameter and larger shall be surveyed for each distinct vegetative variance for use in replacement area. Site areas that are reserved as six inch trees do not need to be included. The mayor read a proclamation at the last meeting saying on April 26th the City of Leesburg would be celebrating Arbor Day. That is a tree day, how ironic is that when we are here at this meeting two days prior and all the trees will be gone. It is not just the way the trees look, they provide a function and this area is prone to flooding. If they take all the trees down, can you imagine what will happen to insurance rates from FEMA. Referring to a drawing he brought in he pointed to where he lives and where his neighbor lives along with the buffer zones, wetlands and green space. He respectfully asked the to commission deny this project. He went on the record saying he did not receive a March 20th communication from the city announcing the meeting and he resides within two hundred feet of the applicants request. Also, he believed the special magistrate was for April 24, 2023, but the meeting was in July and there was no public comment heard. That meeting was supposedly quasi-judicial, but it was more of a legislative issue. **Mayor Burry** asked if he could wrap up his comments. **Mr. Arney** continued to say the document said it was revised to March 4, 2024, and the special magistrates' recommendations were entered on January 15, 2024. That was a legislative format, not quasi-judicial, because there are different standards set for that. The Supreme Court of Florida says you cannot just say you do not like this development or that you should oppose it. It had to be fact-based, and the mayor had a fact-basis because he pointed out the tire tracks and that fact-basis was introduced as evidence. It is a safety hazard. Chapter 166 of the Florida Statute provides municipalities with broad powers to adopt zoning regulations and to set regulations for how property can be developed along with specific uses. Zoning laws are in place to regulate land use. A public municipality serves the health, safety and general welfare of the public. The Florida law weighed in on what constitutes a legitimate public purpose should a local government consider denial of a rezoning application and a legitimate public person or a purpose can include general public, health, safety and welfare issues such as traffic safety concerns and impacts on the local environment. The Supreme Court of Florida has defined substantial evidence as such evidence that will establish a substantial basis of fact, which one fact can be issued and reasonably inferred. There are penalties if proper notification is not given and the attorneys can refer to Sunshine Provisions. The penalties can range from a five hundred dollar fine. He was not accusing anybody of doing anything, but there are provisions the attorneys need to be aware of. He was not an attorney, but he wanted to make them aware of the consequences of improper notification. Not only improper notification, but the type of meeting. When he receives a letter that says nobody can testify, that is not true.

David Cauthen, a resident of Sunnyside and an officer of the Sunnyside Homeowners Association wanted to bring up the issue that the applicants attorney said about the book having everything they needed to know with respect to this development. That book does not show that the owners of the development are not properly registered with the State of Florida. They are required to file and pay an annual fee, and they have not done that. They did not do it after being told at the prior meeting. He was concerned, and they should not believe what was being said. He asked if any commissioners actually spent time driving the roads at Sunnyside. That was the most important thing they had to do. He asked everyone in attendance if they had been in a wreck or run off the road in Sunnyside because it happens frequently. Based on what they see at Sleepy Hollow and U.S. 441, it is rapidly becoming one of the most accident-prone roads, yet there was a study done by the applicant that said road traffic had gone down. He would suggest that common sense dictates that to be BS.

Bill Polk of 600 Cascade Avenue said he was a previous property owner of Sunnyside. He grew up in

Sunnyside. He asked the commission if they were afraid because the recommendation from the special magistrate is not everything. The citizens of Leesburg are telling you what they want. The special magistrate made a recommendation and that does not mean they have to vote for it. They can vote against it. Plus, they have forty percent of this project on fifty-foot lots. Is that zero lot lines? What is that? They cannot fit a tree on a fifty-foot lot, yet the city requires two trees per lot. This does not work. If they go to The Villages, they have trees in the medians, they do not have any trees around the homes. They have bushes, maybe. This is just a recommendation and the commission should not be afraid to vote against it. It was mentioned that Carlos Alvarez was a record holder at the University of Florida from 1969 to 1973. However, he was a conscient objector during the Vietnam War. He was banned from the team and the city is listening to that man. He was sure veterans appreciated Carlos Alvarez.

Mayor Burry asked if there were any further public comments. There were none. He closed the public comment portion of the meeting and asked Mr. Spain if he had any rebuttal.

Brent Spain said they heard from Attorney Broome who suggested the PUD had expired and that it automatically reverted to RE-1, which would be one to one per acre. That is not the case. In fact, that was a major point at the magistrate's hearing and it was touched on in his order. The city planning staff acknowledged that none of the steps were actually formally taken to implement that rescission section and that was part of the reason for the clarification of paragraph 15.c of the current PUD, so this type of event does not happen again. Under the modified PUD, it will automatically expire if a building permit or development permit is not submitted within six years. It would automatically expire and revert to RE-1 zoning. That was not an accurate statement because that did not happen on this property. They heard an accusation that the special magistrate reweighed the evidence, but state statutes provide for what is called a de novo evidentiary hearing. If he was not allowed to consider evidence, then he would be a circuit judge sitting in a pellet capacity, but state statutes allow for an evidentiary hearing and the special magistrate heard sworn testimony. Everyone there was put under oath, including the city planner and his witnesses. Mr. Tucker made several remarks claiming that notice was not right regarding the magistrate's proceeding. The magistrate's proceeding briefly entailed two parts; one was the mediation phase and the second was the hearing phase. Folks that timely petitioned became participants. They were not parties under the statute, they were participants who made a timely submittal. They were able to participate in the mediation phase, so the fact that someone was telling them that they did not get to participate in the mediation phase, under state statute they were not a party to the mediation phase. The mediation phase was not successful because it was not settled. That was when it went to the hearing stage. The reference to April 22, 2023, that was the original date of the special magistrate hearing. However, it was canceled at the city's request because his client made a settlement offer to the city commission through a shade meeting that was scheduled and allowed by law. They requested that meeting at an open city council meeting to consider the settlement offer, but that settlement offer was not accepted. So, the special magistrate proceeding was rescheduled for July 2023 and Mr. Tucker personally attended that meeting. He was given every opportunity to speak. Several members of the public attended but Mr. Tucker did not raise any objections at that hearing. In fact, the transcript from that hearing is in the binder that was introduced into the record. There were multiple opportunities to provide comments at that meeting and the special magistrate was willing to hear from everyone in attendance. They indicated that the city attorneys had raised all the issues they wished to raise, so they did not need to make any comments. There was a comment made by Mr. Tucker that said he and his clients had not complied with the circuit court order because they had not notified the circuit judge within ten days of the special magistrate's proceeding being concluded. The proceedings have not been concluded. They covered the settlement agreement at the March 25th meeting. Under that settlement agreement, they accepted the special magistrates' recommendation. This is step two, which is to implement that recommendation by approving the modified PUD. In the settlement agreement, it specifically states that within five-days of the decision. Tonight, if the commission were to approve the modified PUD, it would become final, and they would dismiss that certiorari proceeding, which would be the notice to the judge. It would be shorter than that

time frame, but his client has been fully compliant with the court's order. They heard from an individual, and with no disrespect, he himself served as an HOA president. However, being an HOA president does not make you a land use expert. What makes you a land use expert is being a certified land use planner, an AICP, like the city planner or Mr. Beliveau. It would include a masters in urban and regional planning or an undergraduate degree in planning.

There were comments regarding accidents and the safety of the road, and we heard some of that at the last meeting. That was also raised at the special magistrate's hearing. The special magistrate's order indicated that the city had introduced no evidence or testimony during the hearing to substantiate any alleged accident history on the surrounding roadway network that would somehow be relevant to the case. Again, he quotes case law about speculation and conjecture that are not competent substantial evidence. They went to the Lake County Sheriff's Department website because they have an accident dashboard. They went back ten years in preparation of this meeting to see what accidents have been reported in the area and those were the findings. That is not his data, it is available on the Lake County's accident dashboard. They can view that 2014 had zero accidents, 2015 had one at Sleepy Hollow and the Recreation Complex entrance which showed a disabled driver. In 2016 there was one accident on Cisky Park Lane, that was a departure. In 2017 there were zero. In 2018 there were two accidents, one at Sleepy Hollow and the Recreation Complex entrance which showed aging road user and the second accident was at the southeast end of Sunnyside Road, and it was a distracted driver and lane departure. These are the descriptions from the sheriff's department. They put that information in their database. In 2019 there were zero, 2020 zero, 2021 zero, in 2022 there were between two and four accidents. The reason for it being numbered like that is because the data on the accident dashboard does not identify if those were a single vehicle event or a multi-vehicle event. That was between the east end of Sunnyside Drive by the three-way intersection by Ashton Woods Road, and it listed one commercial vehicle, two teen drivers, at a three-way intersection, and four was a distracted driver lane departure. Again, they do not know if those descriptions refer to separate events or a multi-car event. In 2023 there were zero and currently in 2024 there have been zero. He understands there were comments before and this evening, but that data is from the Lake County Sheriff's Office, and it does not indicate a substantial number of accidents being reported on the roadway. There was a comment repeated from the last meeting about one of his clients not being registered with the State of Florida. That corporate entity is one of the property owners. They are a Texas limited liability company, and they do not actively do business in Florida. They are just property owners in Florida. There was a comment made about the trip count, but those were not his numbers. Those numbers came from the County Public Works website. Those are their trip count numbers. When rubber wire is put across the road and people drive over it, that is how they get trip counts. The trip counts that the county did themselves show the two segments of roadway have been down since 2021. That is real, hard data. They are not speculating like previously when they tried to extrapolate out to see what 2024 may look like. They now know because the county has done the trip counts. There were some comments about the recommended order, but the fact is, they went through the process that included a very thorough evidentiary hearing in a very detailed order. The order is forty pages long. He encouraged folks in the audience to read the document, because it covered multiple issues that the special magistrate considered prior to his decision. In his role, he listened to expert testimony, and the sworn testimony concluded that it would be unreasonable to deny his client's project under state statute.

In conclusion, he knows the commission has a difficult job. They always have a difficult job, whether it be determining millage rates or zoning decisions. However, zoning decisions are some of the most difficult, and he did not want to delabor the point and, if needed, the city attorney could advise them because these hearings can be emotional since it is their neighborhood. The biggest investment we make in our lives is our house, and these hearings are not popularity polls. In fact, his firm represents city councils and county commissions across the state on special land use. The decision cannot be based on popularity, it is a quasi-judicial decision, it is not legislative. A legislative proceeding would be when they adopt a zoning code or the entire zoning map. This decision is clearly quasi-judicial, and these

hearings are not popularity polls. The issue is whether or not they comply with the city's adopted criteria and that adopted criteria is located in two places; the city's comprehensive plan and land development code. They have a detailed order that they voted to approve at the last meeting that opined that they would comply with that criteria. This evening, not a single individual came up and cited a specific section of the comprehensive plan or land development code that his client's project does not comply with. The city's planning staff reviewed this project five times and each time they recommended approval and each time, have concluded that we meet the land development code and the comprehensive plan requirements. The only requirement he would put in quote marks is the issue of whether they meet the Sunnyside Task Study Report. However, as demonstrated in the special magistrate's recommendation, the task report was adopted by a resolution, and it has no criteria and under Florida law, it does not apply to his client's property. He understands this is a difficult decision and voting for his client's project will not be popular with folks in this room. He asked respectfully to approve this request, so everyone involved can move forward.

Mayor Burry asked the planning and zoning director if he had any further comments. **PZD Miller** answered no, even though he believed Mr. Arney misquoted him, which is fine that kind of stuff happens. **Mayor Burry** asked if any commissioner had questions for the planning and zoning director. There were none. **Someone in the audience** started saying something unaudible. **Mayor Burry** explained that they already heard public comments and they agreed to allow the petitioner to rebuttal. **CM Minner** pointed out for clarity that there is a specific public hearing process and that process is to swear in all witnesses, that was done. The next step in the process is to hear from the city and that was done by the planning and zoning director. After that they heard from the petitioner and that was done by attorney Brent Spain. We then moved into public comments and that was done. Everybody has had an opportunity to speak. After that, the process allows the petitioner to respond, which Mr. Spain did. Then the city responded and the planning and zoning director did that. We are now at the part where the commission deliberates and votes. That is the process of a public hearing. **Mayor Burry** asked if there were any comments from the commission with regard to this issue.

Commissioner Connell asked the city attorney about the present proposal on the floor and, if it were to be accepted, would the city be responsible for any type of legal fees? **CA Brionez** answered as part of the settlement agreement that was approved at the last meeting each party would bear their own attorney's fees and costs if this were to be accepted. **Commissioner Connell** asked if the city were to go to court and lose what would be the city's portion that we would be responsible for when it comes to attorney fees? **CA Brionez** replied that we may be subject to reimbursing attorney's fees and costs.

Commissioner Connell inquired if he knew what that cost could be. **CA Brionez** said it was uncertain at this time. **Someone from the audience** said something that was unaudible and **Mayor Burry** pointed out that they were at the portion of the hearing where commissioners discuss the matter. We have already heard public comments. He asked if someone was having problems hearing and people in the audience said yes. **CA Brionez** stated the question was whether the city could potentially be liable for attorney's fees and costs if they decided not to approve the revised PUD and proceed with the litigation and lose.

Commissioner Connell agreed that was what he asked. **Commissioner Pederson** stated he could not speak for the whole commission, but he was on the commission in 2022 when it was voted down. There was a lawsuit and he feels the city gave it a good fight. They now have legal counsel strongly advising to settle this. He thought the city commission had the final vote. They had the common sense and logical approach, and he voted no the first time because of the roads. The roads are inadequate, and he does not care what traffic engineers say, the roads in Sunnyside do not support it. However, at the end of the day, he cannot support spending more money on a lawsuit when legal counsel says it would be a losing situation. He does not take this lightly, but he wanted to make those comments. **Commissioner Berry** stated this was not an easy decision. She listened to all the comments presented tonight, and all parties have a vested interest. She reviewed the timeline from 2005 to the present. She reviewed the PUD and

read through the special magistrate's legal opinion and recommendation which was to approve the PUD. The legal advice from our counsel was to settle the pending litigation. She would be negligent in her duties as a commissioner to ignore that legal advice and potentially have negative financial ramifications for the city. At this time, it is the best interest of the city to move forward. **Mayor Burry** asked if there were any other comments. There were none.

The roll call vote was:

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

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

At 7:36 p.m. **Mayor Burry** stated they would take a short break to allow people to leave before moving on with the meeting. The meeting reconvened at 7:40 p.m.

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.**

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

CA Watson asked for anyone in attendance who wished to provide testimony on any first reading items to stand. He swore them all in.

Mayor Burry asked the city manager to provide an overview of this item. **CM Minner** stated his report would cover first reading items one, two, seven, and eight. When the city entered into a partnership with The Villages, we brought The Villages in, and made several different agreements that were associated with municipal services. The agreements are scattered throughout different ordinances and alike. The purpose of the ordinances is, as The Villages grow into the incorporated limits of Leesburg, we are trying to consolidate all the agreements in all the different areas that The Villages now own or will potentially

move into in the future into three or four documents. The specific agreements deal with Section 163 of the Florida Statutes, which, on a high level, are typically considered municipal services. Municipal corporations have the right by state statutes to provide municipal services. Municipal services are defined by a number of different things; fire, police, library, water, sewer, electric, and gas. State statutes give municipal corporations the right to provide municipal services. As we endeavored with The Villages, we traded off municipal services, and typically, when a municipal corporation trades off services, which are their statutorily right to provide, you enter into franchise agreements or other different service type agreements where the city would receive a fee in exchange for the right to provide that service. There are four ordinances that contemplate essentially three things. Jumping to items seven and eight, that is what we call the 163 agreements. The 163 agreement lays out how we will provide municipal services to all areas of The Villages that are located in the incorporated city limits. They are broken down into two sections; Section A and Section B. Essentially, that is the existing 470 properties and other properties like Secret Promise and Renaissance Trails. Items seven and eight show what Section A and B are. Basically, seven and eight cover all the areas that potentially can be and probably will be The Villages in the City of Leesburg. The 163 agreement lays out all the municipal services and how we are doing it. If you recall back in the day, our fancy name for that was the "hanging chad" agreement. It was everything that we did not contemplate that went into one agreement and that was the 163 agreement. That agreement contemplated fire and police services, recreation, impact fees, the roads and so forth. It was all consistent and repetitive, and it was summed up in one agreement. So, that covers the ordinances under items seven and eight. This specific ordinance deals with franchise fees for water, sewer, and reuse. New residents who live in the City of Leesburg on The Village's property will buy their water, sewer, and reuse from the entities named in the ordinance and those entities will pay the City of Leesburg a 5% franchise fee. The language in the agreements is the same as we have done in past agreements. Item two covers the solid waste franchise agreement. This is a separate entity brought in by The Villages, so that it was separated out. In really high layman language, they are not a partner or a sub-entity of The Villages. They are a separate contractor, and that is why we separate the solid waste service from the Tri-County Sanitation. Essentially, the agreement says Tri-County Sanitation will collect the waste, but it will be handled at a little different service level than what the city provides, but whatever Tri-County Sanitation provides to The Villages Leesburg residents has a 5% franchise fee and that will come back to the city in exchange for providing the municipal services. As a side note, The Villages came back to the city asking if we wanted to physically provide these services instead of franchising them. We put a pencil to that, and for a few different reasons we felt the profit margins and service levels were different from what our native load is. We agreed that it was best for the city to remain in the franchise agreement. That is what this item contemplates. Items seven and eight contemplate all the other remaining services and between now and second reading we will work with representatives at The Villages to double-check and make sure everything is the same. The intent is to have everything be the same as it was previously approved. We want it to be the same moving forward. However, in the latter part of the afternoon, he noted one minor, slight discrepancy in the fire assessment fee section, so he would get that reviewed and report back accordingly. If there are any modifications or differences, they will be corrected before May 13th. **Mayor Burry** asked if there were any questions from the commission. There were none. He stated this item would lay over until the second reading on May 13th.

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.**

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

Mayor Burry requested comments from the Commission and the audience. He stated this item would lay over until May 13th.

Someone from the audience asked if there would be any public comments offered. **Mayor Burry** stated that typically we wait until the second reading to take questions and comments from the public. **CA Watson** agreed. Typically, questions and comments are taken at second reading, but if the mayor wished to hear public comments now, that would be at his discretion. **Mayor Burry** offered to hear public comments.

Bill Polk of 600 Cascade Avenue wanted to know how the city determines franchise fees. Is it level with the fees that the city citizens of Leesburg pay now? This franchise fee is for The Villages, correct? Will there be a franchise fee for the water and other services and does the level of expense for the franchise fee match what he pays for his trash? He currently pays about \$18 for the trash, so will this company, Tri-County, charge \$18, and will the city receive a percentage of the profits? Somewhere there is a profit line. **CM Minner** replied at this time he did not have the answer to that question. A Leesburg resident who is on Leesburg solid waste pays about \$17.56 a month for trash. A Village resident will pay Tri-County Sanitation whatever they charge for solid waste plus a 5% franchise fee. At this time, he was not sure about Tri-County's charge, but it would be that charge plus the 5% franchise fee. **Mr. Polk** asked if that was equivalent to \$17.56? **CM Minner** answered that he could not answer that at this time, but he would get the answer. **Mr. Polk** wanted to make sure that the current Leesburg residents and the new residents were paying equal amounts for services.

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)**

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this request was to change the future land use; only. It would go from low density residential and industrial to low density. Last month, the planning commission approved a conditional use permit for the property. Their desire is for forty-four single floor apartments. All we need to do is fix the land use. There will be no two-story buildings and the staff were pleased. **Mayor Burry** asked if there were any questions. There were none. He said this item would lay over until May 13th.

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)

Commissioner Reisman introduced ordinances 6.B.4 and 6.B.5 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 next two cases are for a small scale comprehensive plan and a planned unit development rezoning. The subject property is located north of Highway 441. It is right across the street from the Cracker Barrel. The city currently owns the property and wants to sell off the property and do a lot split because the city has no plans to utilize it. Now, because it is old airport property, the future land use is institutional and that would go to general commercial. The zoning will go from public to planned unit development. It would be split into parcels later, and then platted. The permitted uses we worked out with the developer are general retail, restaurants, pharmacy, and medical. These are typical uses. He would like to clarify one use that needed to be modified. The outdoor storage wording needs to have mini-warehouses added to it. There already is some wording in there for outdoor storage, but they meant to have it as mini-warehouses with outdoor storage since many warehouses already have outdoor storage. They have the architectural standards for the dark sky lighting, irrigation requirements, and everything else in the standard PUD. The second reading is scheduled for May 13th. **Mayor Burry** asked if there were any questions from the commission. There were none. He stated this item would lay over until May 13th.

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)**

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

Mayor Burry requested comments from the Commission and the audience. There were none. He stated this item would lay over until May 13th.

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)

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

Mayor Burry requested comments from the Commission and the audience. There were none. He stated this item would lay over until May 13th.

- 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)**

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

Mayor Burry requested comments from the Commission and the audience. There were none. He stated this item would lay over until May 13th.

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

Mayor Burry asked if there were any questions or comments concerning the financial reports. There were none.

B. Financial Reports as of February 2024

8. CITY ATTORNEY ITEMS:

CA Watson had no further items to discuss.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Pederson had no comment.

Commissioner Berry had no further comment.

Commissioner Connell had no comment.

Commissioner Reisman said he was excited to see everyone out at Bikefest this weekend.

Mayor Burry had no comment.

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 Connell, the meeting adjourned at 8:02 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: May 13, 2024

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Façade, Sign and Landscape Grant program for projects located within the Major Corridors and Community Redevelopment Agency areas for Fiscal Year 2024; and providing an effective date. (FSL Grants 441/27 2024)

Staff Recommendation:

Staff recommends approval of the attached request for funding of the annual Façade, Sign and Landscape Grant program for the projects located within U.S. Highway 441/27 Community Redevelopment Area.

Analysis:

The purpose of this program is to offer local businesses the opportunity to apply for grant funds to enhance the aesthetics of their properties, thereby beautifying the City of Leesburg's major corridors. The City of Leesburg has received two (2) grant applications in the U.S. Highway 441/27 CRA. After review, staff is recommending funding shown in the attached Exhibit A. All construction is required to be completed within one (1) year of approval of the grant.

Procurement Analysis:

N/A

Options:

1. Approve the recommendation for funding the Façade, Sign and Landscape Grant program in the U.S. Highway 441/27 CRA as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the funding proposed within this request is **\$15,000.00**. Funds are available from the U.S. Highway 441/27 Community Redevelopment Area.

Account No.	<u>018-6191-559-8214</u>
Project No.	CRASFP
Budget	\$100,136.00
Available	<u>\$84,262.14</u>

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, PROVIDING FUNDING FOR THE FACADE, SIGN AND
LANDSCAPE GRANT PROGRAM FOR PROJECTS LOCATED WITHIN THE
MAJOR CORRIDORS AND COMMUNITY REDEVELOPMENT AGENCY
AREAS FOR FISCAL YEAR 2024; AND PROVIDING AN EFFECTIVE DATE.
(FSL GRANTS 441/27 2024)**

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

THAT the City Commission hereby authorizes staff to execute FSL Grant Awards in the amount of **\$15,000.00**, as shown in attached Exhibit A, pursuant to the requirements of the Façade, Sign and Landscape Grant Program.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A**RECOMMENDED FUNDING FSL GRANTS IN 27 441 CRA 2024**

Project #	Project Name	Improvements	General Location	CRA	REC FUNDING
SGA-23-502	Pat's Sales of Leesburg	LED Sign	1095 North 14 th Street	27 441 CRA	\$10,000.00
SGA-23-496	Glover Chiropractic Clinic	LED Board Replacement, Doors, Curbing/Mulch	312 North 14 th Street	27 441 CRA	\$5,000.00

TOTAL = \$15,000.00

SGA-23-502



City of Leesburg, Florida

Facade Sign and Landscaping Grant

Information & Application

FAÇADE SIGNAGE AND LANDSCAPING GRANT

PURPOSE

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$20,000. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

SECTION 1: ELIGIBILITY REQUIREMENTS

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed through the City's Occupational Licensing Division and applicants must be a permitted/conforming use within the district.
2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

SECTION 2: ELIGIBLE IMPROVEMENTS

The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:

1. Replacement of windows and doors;
2. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
3. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
4. Landscaping when associated with a Façade Renovation Program, replacement of a non-conforming sign, or an overall improvement program for an existing improved property;
5. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
6. Awnings and shutters;

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis)
8. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

****NOTE:***

This list is illustrative.

All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03-112 Historic District Ordinance and Guidelines.

SECTION 3: NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund interior renovations or roof repair, other maintenance items and cannot be used to renovate a non-conforming sign, unless the sign is being brought into conformity.

Any improvements constructed or installed prior to City Council approval are noteligible.

SECTION 4: AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All sign and landscaping grants shall be funded 80% by the City and 20% by the applicant. The City's portion shall not exceed \$20,000 for sign and landscaping grants. For sign, landscaping and façade grants, or façade grant only, 80% shall be funded by the City and 20% by the applicant. The City's portion shall not exceed \$20,000.

SECTION 5: APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. As long as the FSL Grant Program is funded, there will be an annual grant cycle commencing on October 1 each year. All applications for funding shall be due on November 15 or the next immediate workday if the day is a holiday or weekend. Other grant cycles may be considered by the City as funding allows.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, the City will announce an additional cycle with an opening and closing application deadline.
4. The following application process shall be used for all grant applications submitted under this section:
 - (1) The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:

FAÇADE SIGNAGE AND LANDSCAPING GRANT

- a. City Hall – 501 West Meadow Street;
 - b. Planning and Zoning Department - 204 South Fifth Street;
 - c. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and
 - d. The City of Leesburg website: www.leesburgflorida.gov.
- (2) The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, and any other applicable plans. The application package includes the following:
- a. Completed application;
 - b. Proof of ownership of the property;
 - c. Proof of paid property taxes (current and prior years);
 - d. Copy of an estimate for the work to be completed
 - e. Photos of area to be improved.
 - f. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.

The applicant is responsible for all building and other permits and fees associated with the proposed project.

Applicants must submit a complete application and all supporting materials in accordance with the instructions in this packet. Incomplete applications are not eligible for review or approval.

- (3) The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications or deny the funding application.

The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.

- (4) The City Commission shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's decision shall be final.

Please note that applications must be reviewed and approved before façade, sign or landscaping construction work begins. Grants will not be awarded to improvement projects that are under construction or completed prior to grant application.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

- (5) For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.

The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.

- (6) Upon completion of the improvements, final inspection and approval by the City and issuance of a certificate of occupancy (if applicable), the applicant submits a "reimbursement package" to the City which includes the following:
- a. Completed reimbursement form (provided by the City);
 - b. Copies of applicable invoices or receipts;
 - c. Proof of payment for improvements; and,
 - d. Before/After photos of the improvements.
 - e. Other information as needed by staff to ensure that the project was completed per the requirements herein.

Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission in order to receive payment.

Acceptable documentation is defined as PAID invoices/statements and/or schedule of values from vendors clearly detailing the work done, accompanied by copies of the cancelled check(s) showing payment accompanied by a vendor invoice.

- (7) If the project is not completed, is not approved at its final inspection, or does not receive its certificate of occupancy (if applicable) within one year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission Extensions shall be granted

SECTION 6: RECURRING FSL GRANT APPLICATIONS

FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$15,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.

SECTION 7: FLS GRANT IMPROVEMENT RANKING CRITERIA

FAÇADE SIGNAGE AND LANDSCAPING GRANT

The following selection criteria may be used to review and rate applications for the FSL Improvement Grant Program. Criteria are derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

1. ***Streetscape Aesthetics and Functionality and Quality of Design*** (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Point are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying non-conformities.
2. ***Conformity to City Regulations and Redevelopment Goals*** (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.
3. ***Removal of Slum and Blight and Positive Impact to Neighborhood*** (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
4. ***Historic Preservation and Materials*** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.
5. ***Previous Grant Assistance*** (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

DISCLAIMER:

Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

FAÇADE IMPROVEMENT GRANT PROGRAM

1. Project Location:

Address of Property to be improved:

1095 North 14th Street

Assessor Parcel Number(s): 1 773 253

Name of Business(es) in Project

Pat's Sales of Leesburg LLC

Building Frontage Measurement of Project: _____

2. Applicant Information:

Name: Todd Clifford

Mailing Address: 1095 North 14th street

City: Leesburg State: FL Zip: 34748

Phone: 3525724012

Email: todd@patssalesinc.com

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

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

3. Businesses or Services Offered on Site:

retail

4. Description of Proposed Improvements:

removal of old sign and have a new more modern sign installed.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

5. Please identify ways in which this project supports the Overlay District Concepts
Being that we are the first major business at the 441/27 split a well-designed and visually appealing sign can enhance the overall aesthetic of the district, creating a more inviting and attractive atmosphere for residents and visitors alike.

6. Submittals

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

- ☒ Current Photo(s) of project site
- ☒ Assessor parcel number and proof of paid property taxes
- ☒ Applicant Information
- ☒ Listing of businesses or services offered on site
- ☒ Description of proposed improvements
- ☒ Identification of project's support of the Overlay District
- ☒ ~~NA~~ Current Occupational License
- ☒ Rendering or sketch of proposed improvements
- ☒ Architectural plans - elevation drawing, dimensions, measurements, etc
- ☒ Color and material samples
- ☒ Sign/Awning design drawings and/or plans
- ☒ Documentation of cost estimates -- copies of vendor bids, estimates, etc
- ☒ Signature of Property Owner and Applicant

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

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Estimated Costs and Timing

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

- a. Window or Door Replacement _____
- b. Exterior paint or siding _____
- c. Signage _____
- d. Exterior Lighting _____
- e. Façade/Exterior Architectural Improv. _____
- f. Architectural/Design Fees _____
- g. Landscape/Hardscape Improvements _____
- h. Awnings or Shutters _____
- i. Building Permit/Planning Fees _____
- j. Other Proposed Improvements (specify) _____
- k. _____
- l. _____
- m. _____

TOTAL ESTIMATED COST: \$62,000.00

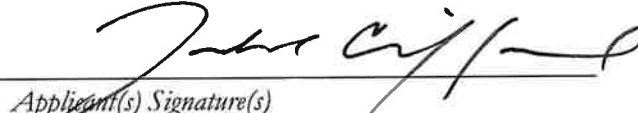
Estimated Days/Months for Completion _____

8. Signatures

Signed _____ Signed: _____



Property Owner(s) Signature(s)



Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

This Section for City Use

Amount Received: _____

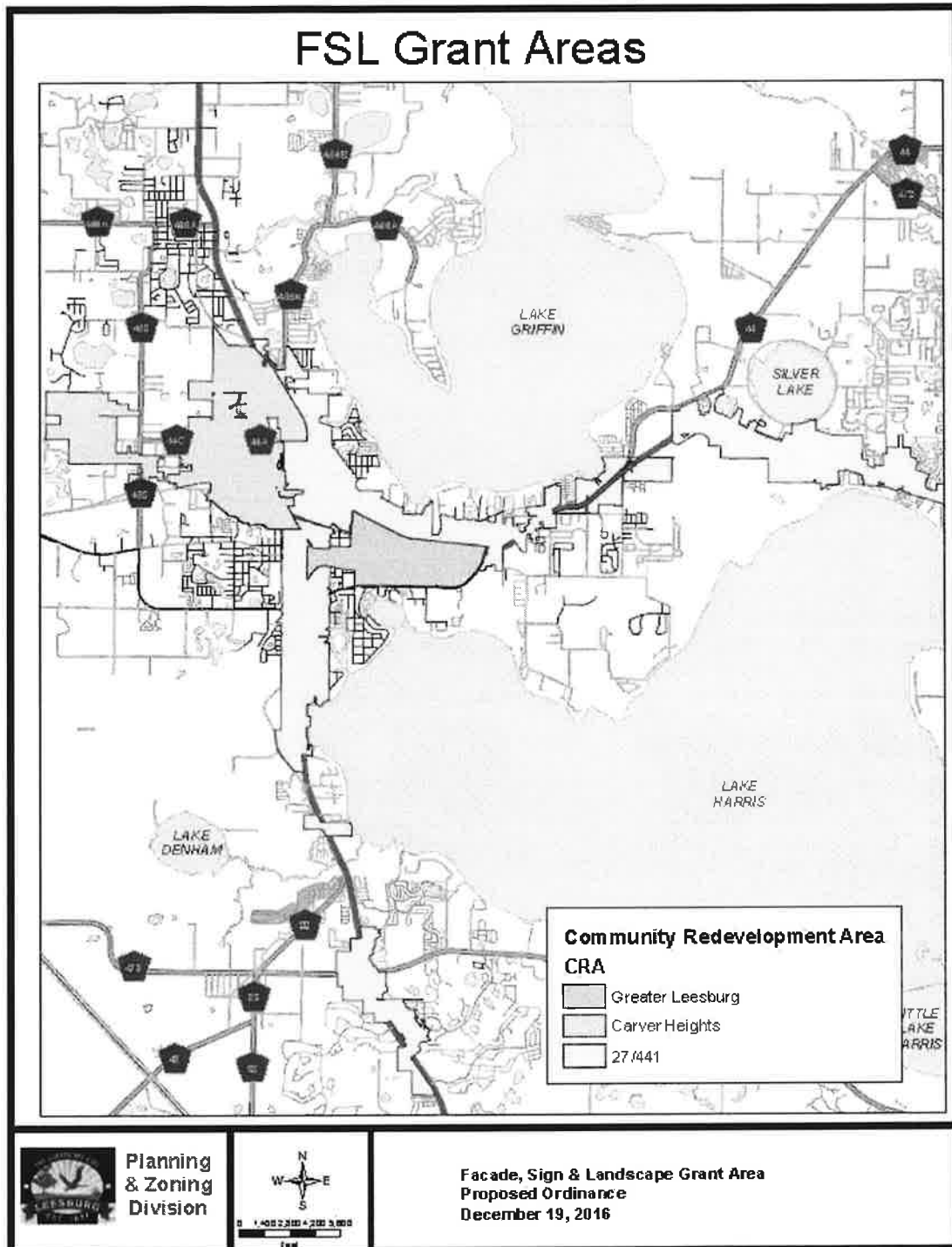
Date Reviewed: _____

Recommendation to CRA: _____

Action by CRA: _____

MAP OF CRA BOUNDARY

FSL Grant Areas





SCALE: 3/8"=1'

ONE (1) REQUIRED - MANUFACTURE AND INSTALL

DATE:

CUSTOMER:	PAT'S SALES	DRAWN BY:	HA	REV:	10/25/2023
LOCATION:	7095 N 14TH STREET HWY 27 LEESBURG, FL	DATE:	10.18.2023	REV:	
TITLE:	MONUMENT SIGN	QUOTE No:	9017	REV:	



Signs displayed and posted for the Miami Fire-Rescue Code Book (2022) will. The sign is designed to be printed in accordance with the requirements of Florida Code of the National Fire Protection Association (NFPA) and the National Fire Protection Association (NFPA) Code Book. The Code Book is a comprehensive guide for fire-rescue operations and is a critical resource for fire-rescue personnel. The Code Book is a comprehensive guide for fire-rescue operations and is a critical resource for fire-rescue personnel. The Code Book is a comprehensive guide for fire-rescue operations and is a critical resource for fire-rescue personnel.

**MID-FLORIDA
SIGNS & GRAPHICS**
3602 Parkway Blvd Leesburg, FL 34748
Tel: 352.787.8986 • Fax: 352.787.9427

DIS ALUMINUM FABRICATED STRUCTURE WITH EMC AND INTERNALLY ILLUMINATED IN CABINET.
EMC TO BE DIS WATCHFIRE 10mm FULL COLOR RGB / 4' X 9' VIEWING AREA.
CABINET TO HAVE 3M PANAGRAPHIC FLEX FACES WITH TRANSLUCENT VINYL DECORATION APPLIED / 2" ALUMINUM FRAME RETAINERS PAINTED PMS 7420C.
ADDRESS NUMERALS TO BE 3M HIGH PERFORMANCE VINYL APPLIED.

NOTE-1: ALL STRUCTURAL PIPE AND FOOTING SPECIFICATIONS SUBJECT TO ACTUAL ENGINEERING REQUIREMENTS UNIQUE TO EACH SIGN AND LOCATION.
NOTE-2: ALL SIGNS EQUIPPED WITH UL APPROVED DISCONNECT
NOTE-3: LANDSCAPING BY OTHERS

PAT'S SALES
— OF LEESBURG —

MP BRUSHED ALUMINUM

PAGE NUMBER



MID-FLORIDA SIGNS & GRAPHICS

3602 Parkway Boulevard Suite 2 Leesburg, Florida 34748
OFFICE 352.787.3882 FAX 352.787.9427

www.midflsigns.com
FL ES12000754

PROPOSAL

Proposal #: 15542

Proposal Date: 10/26/23

Customer #: CRM003633

Page: 1 of 3

SOLD TO:	JOB LOCATION:
Pat's Sales Inc 1095 N 14th Street Hwy 27 Leesburg FL 34748	Pat's Sales Inc 1095 N 14th Street Hwy 27 Leesburg FL 34748

Mid-Florida Signs & Graphics (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #9017 Remove existing monument sign. Fabricate and install one (1) double-sided monument sign with Max 12' OAH Max 60sf. 4' x 9' 10mm EMC, 2' x 9' flex face Copy PAT'S SIGNS over of over Leesburg "PAT'S SALES" in SW7578 Borscht "of LEESBURG" in SW6277 Special Grey. Base white stucco or inexpensive faux finish 6' x 10'3" to account for EMC and Flexface Cabinet size. Structure to be painted with Matthew's acrylic polyurethane finish. MFSG to complete final electrical connection if electric is existing at time of install and within six (6) feet. Price includes all applicable tax, engineering, permit procurement, and actual permit fees.	\$62,000.00	\$62,000.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$62,000.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION, ALL APPLICABLE FEES & TAXES INCLUDED

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE TO INCLUDE ELECTRICAL TERMINATION TO EXISTING SERVICE AT TIME OF INSTALLATION WITHIN 6'-0" OR LESS, Mid-Florida Signs & Graphics NOT RESPONSIBLE FOR EXISTING ELECTRICAL SERVICE. EXISTING ELECTRICAL ASSUMED IN GOOD WORKING CONDITION AND COMPLIANT TO LOCAL AND NEC CODES.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

MjB
COMPANY INITIALS _____

CUSTOMER INITIALS _____

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

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2219240001-000-01501		1773253	00L3

PAT'S SALES OF LEESBURG LLC
1095 N 14TH ST
LEESBURG, FL 34748

1095 N 14TH ST

FROM SE COR OF NE 1/4 OF SEC 22-19-24
RUN N 89-35-20 W ALONG S LINE NE 1/4 A
DIST OF 665.93 FT TO SW COR OF E 1/2 OF
SE 1/4 OF NE 1/4, N 0-22
See Additional Legal on Tax Roll**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
LAKE COUNTY GENERAL	1,692,600	0	1,692,600	5.0364	8,524.61	
AMBULANCE MSTU	1,692,600	0	1,692,600	0.4629	783.50	
ENVIRON LAND PURCHASE	1,692,600	0	1,692,600	0.0918	155.38	
WATER AUTHORITY	1,692,600	0	1,692,600	0.3083	521.83	
PUBLIC SCHOOLS						
BY STATE LAW	1,945,262	0	1,945,262	3.2500	6,322.10	
BY LOCAL BOARD	1,945,262	0	1,945,262	2.9980	5,831.90	
CITY OF LEESBURG	1,692,600	0	1,692,600	4.0192	6,802.90	
ST JOHNS WATER MGMT	1,692,600	0	1,692,600	0.1974	334.12	
N LAKE CNTY HOSP	1,692,600	0	1,692,600	0.5000	846.30	
TOTAL:				16.8640	\$30,122.64	

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		2,877.50
NON-AD VALOREM ASSESSMENTS:		\$2,877.50

COMBINED TAXES AND ASSESSMENTS: \$33,000.14

If Paid By	Nov 30, 2022			
Please Pay	\$0.00			

Paid 12/09/2022 Receipt # 2022-00202593 \$31,680.13

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**
2022 Paid Real Estate**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

If Paid By	Nov 30, 2022			
Please Pay	\$0.00			

1095 N 14TH ST

PAT'S SALES OF LEESBURG LLC
1095 N 14TH ST
LEESBURG, FL 34748FROM SE COR OF NE 1/4 OF SEC 22-19-24
RUN N 89-35-20 W ALONG S LINE NE 1/4 A
DIST OF 665.93 FT TO SW COR OF E 1/2 OF SE
1/4 OF NE 1/4, N 0-22
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2219240001-000-01501		1773253	00L3

Paid 12/09/2022 Receipt # 2022-00202593 \$31,680.13





1095

PAT'S SALES

THE MOBILE HOME AND BUILDING
MATERIALS CLOSE OUT STORE

• CABINETS • LUMBER • CARPET
• DOORS • PLUMBING • WINDOWS

CABINETS

1095

PAT'S SALES

THE MOBILE HOME AND BUILDING
MATERIALS CLOSE OUT STORE

- CABINETS
- LUMBER
- CARPET
- DOORS
- PLUMBING
- WINDOWS

FLOORING



McDonald's



McDonald's

OPEN
BIG
SAVINGS

SGA-23-496



City of Leesburg, Florida

Façade, Sign, and Landscaping Grant

Information & Application

FAÇADE SIGNAGE AND LANDSCAPING GRANT

PURPOSE

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$20,000. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

SECTION 1: ELIGIBILITY REQUIREMENTS

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed through the City's Occupational Licensing Division and applicants must be a permitted/conforming use within the district.
2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

SECTION 2: ELIGIBLE IMPROVEMENTS

The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:

1. Replacement of windows and doors;
2. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
3. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
4. Landscaping when associated with a Façade Renovation Program, replacement of a non-conforming sign, or an overall improvement program for an existing improved property;
5. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
6. Awnings and shutters;

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis)
8. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

****NOTE:***

This list is illustrative.

All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03-112 Historic District Ordinance and Guidelines.

SECTION 3: NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund interior renovations or roof repair, other maintenance items and cannot be used to renovate a non-conforming sign, unless the sign is being brought into conformity.

Any improvements constructed or installed prior to City Council approval are not eligible.

SECTION 4: AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All sign and landscaping grants shall be funded 80% by the City and 20% by the applicant. The City's portion shall not exceed \$20,000 for sign and landscaping grants. For sign, landscaping and façade grants, or façade grant only, 80% shall be funded by the City and 20% by the applicant. The City's portion shall not exceed \$20,000.

SECTION 5: APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. As long as the FSL Grant Program is funded, there will be an annual grant cycle commencing on October 1 each year. All applications for funding shall be due on November 15 or the next immediate workday if the day is a holiday or weekend. Other grant cycles may be considered by the City as funding allows.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, the City will announce an additional cycle with an opening and closing application deadline.
4. The following application process shall be used for all grant applications submitted under this section:
 - (1) The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:

FAÇADE SIGNAGE AND LANDSCAPING GRANT

- a. City Hall – 501 West Meadow Street;
 - b. Planning and Zoning Department - 204 South Fifth Street;
 - c. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and
 - d. The City of Leesburg website: www.leesburgflorida.gov.
- (2) The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, and any other applicable plans. The application package includes the following:
- a. Completed application;
 - b. Proof of ownership of the property;
 - c. Proof of paid property taxes (current and prior years);
 - d. Copy of an estimate for the work to be completed
 - e. Photos of area to be improved.
 - f. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.

The applicant is responsible for all building and other permits and fees associated with the proposed project.

Applicants must submit a complete application and all supporting materials in accordance with the instructions in this packet. Incomplete applications are not eligible for review or approval.

- (3) The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications or deny the funding application.

The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.

- (4) The City Commission shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's decision shall be final.

Please note that applications must be reviewed and approved before façade, sign or landscaping construction work begins. Grants will not be awarded to improvement projects that are under construction or completed prior to grant application.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

- (5) For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.

The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.

- (6) Upon completion of the improvements, final inspection and approval by the City and issuance of a certificate of occupancy (if applicable), the applicant submits a “reimbursement package” to the City which includes the following:
- a. Completed reimbursement form (provided by the City);
 - b. Copies of applicable invoices or receipts;
 - c. Proof of payment for improvements; and,
 - d. Before/After photos of the improvements.
 - e. Other information as needed by staff to ensure that the project was completed per the requirements herein.

Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission in order to receive payment.

Acceptable documentation is defined as PAID invoices/statements and/or schedule of values from vendors clearly detailing the work done, accompanied by copies of the cancelled check(s) showing payment accompanied by a vendor invoice.

- (7) If the project is not completed, is not approved at its final inspection, or does not receive its certificate of occupancy (if applicable) within one year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission Extensions shall be granted

SECTION 6: RECURRING FSL GRANT APPLICATIONS

FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$15,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.

SECTION 7: FLS GRANT IMPROVEMENT RANKING CRITERIA

FAÇADE SIGNAGE AND LANDSCAPING GRANT

The following selection criteria may be used to review and rate applications for the FSL Improvement Grant Program. Criteria are derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

1. ***Streetscape Aesthetics and Functionality and Quality of Design*** (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Points are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying non-conformities.
2. ***Conformity to City Regulations and Redevelopment Goals*** (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.
3. ***Removal of Slum and Blight and Positive Impact to Neighborhood*** (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
4. ***Historic Preservation and Materials*** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.
5. ***Previous Grant Assistance*** (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

DISCLAIMER:

Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.

FAÇADE SIGNAGE AND LANDSCAPING GRANT

FAÇADE IMPROVEMENT GRANT PROGRAM

1. **Project Location:**
Address of Property to be improved: 312 N 14th St Leesburg
Assessor Parcel Number(s): 23-19-24-0500-000-001 AO
Name of Business(es) in Project: Glover Chiropractic Clinic
Building Frontage Measurement of Project: 103.45 ft

2. **Applicant Information:**
Name: Jeffrey Glover
Mailing Address: 312 N 14th St Leesburg
City: Leesburg State: FL Zip: 34748
Phone: 352-874-1846
Email: Glover JDC@aol.com
Do you Own, Rent or Lease the subject property? Own

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

3. **Businesses or Services Offered on Site:** Chiropractic Clinic,
we examine, diagnose, and treat a variety
of conditions of the spine as well extremities

4. **Description of Proposed Improvements:** ① Replace video boards
on digital sign. Whenever I had the sign done
originally they used different video boards that
were more susceptible to heat so now I f they
work at all they are very glitchy. New replacement
boards are ad. front material and more resistant to the
heat
② Replace front curbing and mulch to concrete

- ③ Replace current doors that are cracked and water damaged

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

① Lives directly in corridor we all want to see improvement in. I'm constantly plugging events on the digital board that the city, chamber, churches have going on and doesn't look good when signs glitchy or not on. ② Replacing curbing was wood and broken from patients hitting it, concrete will look nicer and be sturdier

6. Submittals

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

- ☒ Current Photo(s) of project site
- ☒ Assessor parcel number and proof of paid property taxes
- ☒ Applicant Information
- ☒ Listing of businesses or services offered on site
- ☒ Description of proposed improvements
- ☐ Identification of project's support of the Overlay District
- ☐ Rendering or sketch of proposed improvements
- ☐ Architectural plans - elevation drawing, dimensions, measurements, etc
- ☐ Color and material samples
- ☐ Sign/Awning design drawings and/or plans
- ☒ Documentation of cost estimates -- copies of vendor bids, estimates, etc
- ☐ Signature of Property Owner and Applicant

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

FAÇADE SIGNAGE AND LANDSCAPING GRANT

7. Estimated Costs and Timing

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

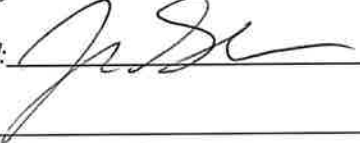
a. Window or Door Replacement	\$ <u>4,875</u>
b. Exterior paint or siding	\$ _____
c. Signage	\$ <u>13,500</u>
d. Exterior Lighting	\$ _____
e. Façade/Exterior Architectural Improv.	\$ _____
f. Architectural/Design Fees	\$ _____
g. Landscape/Hardscape Improvements	\$ <u>2,720</u>
h. Awnings or Shutters	\$ _____
i. Building Permit/Planning Fees	\$ _____
j. Other Proposed Improvements (specify)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL ESTIMATED COST:

\$ 21,095

Estimated Days/Months for Completion _____

8. Signatures

Signed: 

Property Owner(s) Signature(s)

Signed: _____

Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

Property Owner(s) Signature(s)

Applicant(s) Signature(s)

This Section for City Use

Amount Received: _____

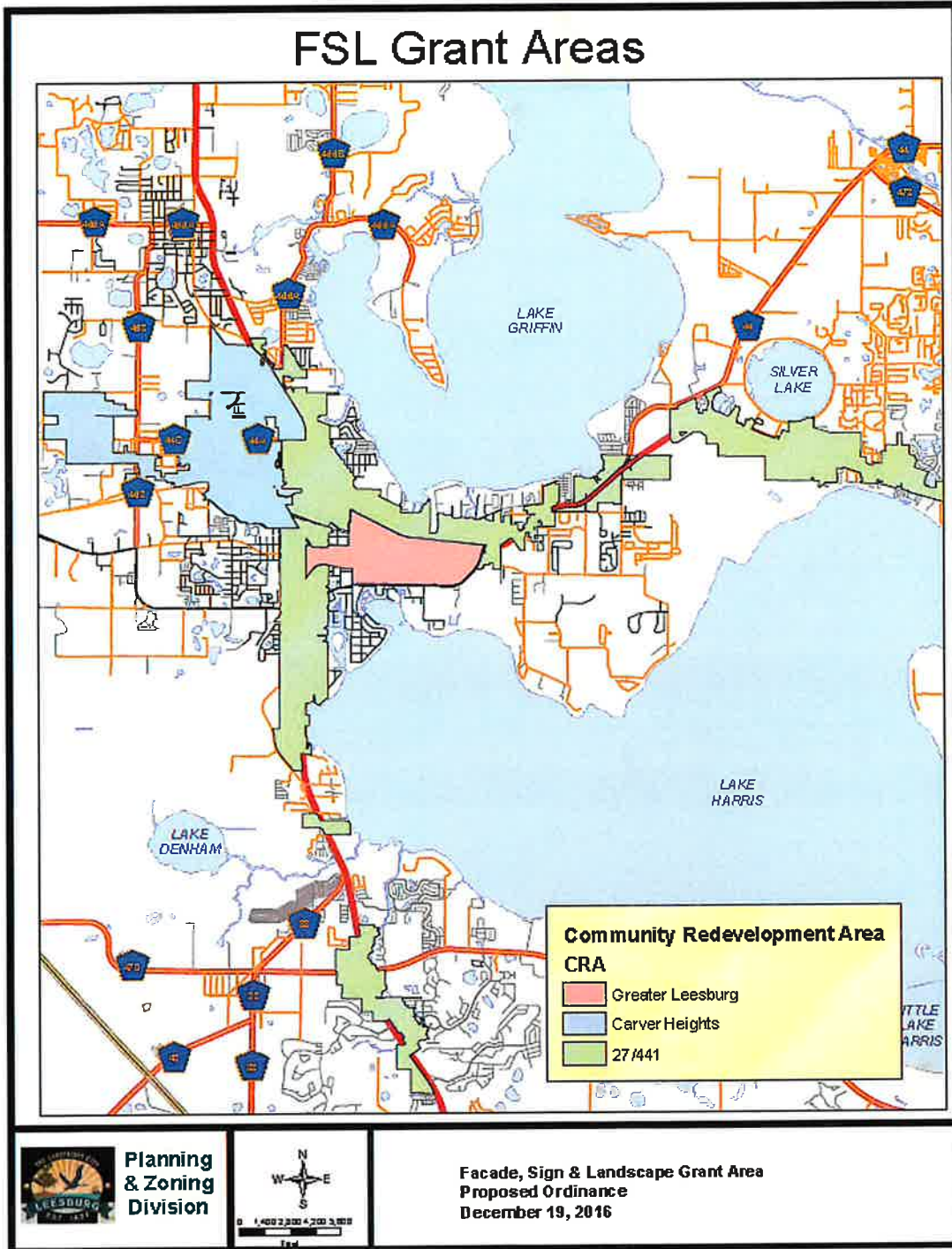
Date Reviewed: _____

Recommendation to CRA: _____

Action by CRA: _____

MAP OF CRA BOUNDARY

FSL Grant Areas





ESTIMATE

Lee Drew Handyman Services LLC

1708 Center St
Leesburg, Florida 34748
United States

352-638-3433

www.leedrewhandymanfl.com

Bill to
Glover Chiropractic Clinic

Gloverjdc@aol.com

Estimate Number: 10
Customer Ref: 312 N 14th St. Leesburg,
FI
Estimate Date: October 12, 2023
Valid Until: November 11, 2023
Grand Total \$4,875.00
(USD):

Items	Quantity	Price	Amount
Purchase and Installation of 4 exterior doors Includes 4 new doors with hardware. Also to include painting of new doors and existing trim	1	\$4,875.00	\$4,875.00
Total:			\$4,875.00
Grand Total (USD):			\$4,875.00

ESTIMATE



Prepared For

Glover Chiropractic
312 N 14th St
Leesburg, FL 34748

Jeremy Giles/ Giles Essential Services LLC

15310 Se Highway 42
Weirsdale, FL 32195
Email: Gilesessentialservices@gmail.com

Estimate # 124
Date 07/11/2023
Business / Tax # 352-643-0961

Description	Total
Stack wall	\$1,080.00
Sand tan with slate finish	
Stack wall cap	\$720.00
Sand tan	
Mulch	\$100.00
Supply and install mulch	
Other	\$100.00
Weed matting	
Subtotal	\$2,000.00
Total	\$2,000.00

ESTIMATE



Prepared For

Glover Chiropractic
312 N 14th St
Leesburg, FL 34748

Jeremy Giles/ Giles Essential Services LLC

15310 Se Highway 42
Weirsdale, FL 32195
Email: Gilesessentialservices@gmail.com

Estimate # 134

Date 07/31/2023

Business / Tax # 352-643-0961

Description	Total
Stack wall	\$720.00
Raise to 2 layers.	
Subtotal	\$720.00
Total	\$720.00

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2022 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2319240500-000-001A0		2599120	00L3

GLOVER MANAGEMENT SERVICES INC
312 N 14TH ST
LEESBURG, FL 34748

312 N 14TH ST

LEESBURG, JEFFCOAT'S SUB LOT 1--LESS
RD R/W--LOT 2, W 40 FT OF LOT 3 PB 9 PG
70 ORB 5892 PG 613



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

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	221,700	0	221,700	5.0364	1,116.57
AMBULANCE MSTU	221,700	0	221,700	0.4629	102.62
ENVIRON LAND PURCHASE	221,700	0	221,700	0.0918	20.35
WATER AUTHORITY	221,700	0	221,700	0.3083	68.35
PUBLIC SCHOOLS					
BY STATE LAW	223,577	0	223,577	3.2500	726.63
BY LOCAL BOARD	223,577	0	223,577	2.9980	670.28
CITY OF LEESBURG	221,700	0	221,700	4.0192	891.06
ST JOHNS WATER MGMT	221,700	0	221,700	0.1974	43.76
N LAKE CNTY HOSP	221,700	0	221,700	0.5000	110.85
TOTAL:				16.8640	\$3,750.47

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		100.30
NON-AD VALOREM ASSESSMENTS:		\$100.30

COMBINED TAXES AND ASSESSMENTS: \$3,850.77

If Received By	Apr 28, 2023			
Please Pay	\$0.00			

Paid 04/27/2023 Receipt # 2022-00378826 \$3,998.29

DAVID W. JORDAN

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

LAKE COUNTY TAX COLLECTOR

2022 Paid Real Estate

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

If Received By	Apr 28, 2023			
Please Pay	\$0.00			

312 N 14TH ST

GLOVER MANAGEMENT SERVICES INC
312 N 14TH ST
LEESBURG, FL 34748

LEESBURG, JEFFCOAT'S SUB LOT 1--LESS RD
R/W--LOT 2, W 40 FT OF LOT 3 PB 9 PG 70
ORB 5892 PG 613

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2319240500-000-001A0		2599120	00L3

Paid 04/27/2023 Receipt # 2022-00378826 \$3,998.29



DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2022 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2319240500-000-00300		1229651	00L3

GLOVER MANAGEMENT SERVICES INC
312 N 14TH ST
LEESBURG, FL 34748

1319 CENTER ST

LEESBURG, JEFFCOAT'S SUB E 10 FT OF LOT
3, LOT 4, W 1/2 OF LOT 5 PB 9 PG 70 ORB
5892 PG 613



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

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	70,030	0	70,030	5.0364	352.70
AMBULANCE MSTU	70,030	0	70,030	0.4629	32.42
ENVIRON LAND PURCHASE	70,030	0	70,030	0.0918	6.43
WATER AUTHORITY	70,030	0	70,030	0.3083	21.59
PUBLIC SCHOOLS					
BY STATE LAW	78,379	0	78,379	3.2500	254.73
BY LOCAL BOARD	78,379	0	78,379	2.9980	234.98
CITY OF LEESBURG	70,030	0	70,030	4.0192	281.46
ST JOHNS WATER MGMT	70,030	0	70,030	0.1974	13.82
N LAKE CNTY HOSP	70,030	0	70,030	0.5000	35.02
TOTAL:				16.8640	\$1,233.15

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F099 LEESBURG FIRE, RES		87.00
NON-AD VALOREM ASSESSMENTS:		\$87.00

COMBINED TAXES AND ASSESSMENTS: \$1,320.15

If Received By	Apr 28, 2023				
Please Pay	\$0.00				

Paid 04/27/2023 Receipt # 2022-00378826 \$1,391.75

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2022 Paid Real Estate

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

If Received By	Apr 28, 2023				
Please Pay	\$0.00				

1319 CENTER ST

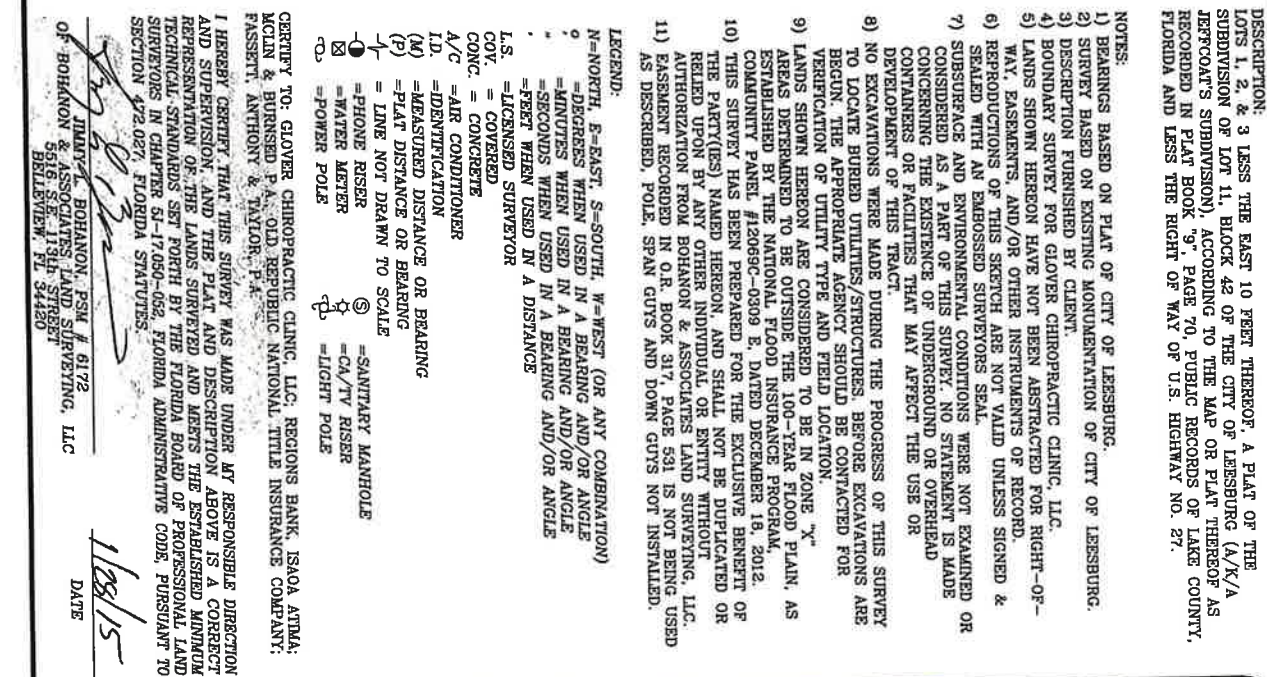
GLOVER MANAGEMENT SERVICES INC
312 N 14TH ST
LEESBURG, FL 34748

LEESBURG, JEFFCOAT'S SUB E 10 FT OF LOT 3,
LOT 4, W 1/2 OF LOT 5 PB 9 PG 70 ORB 5892
PG 613

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2319240500-000-00300		1229651	00L3

Paid 04/27/2023 Receipt # 2022-00378826 \$1,391.75





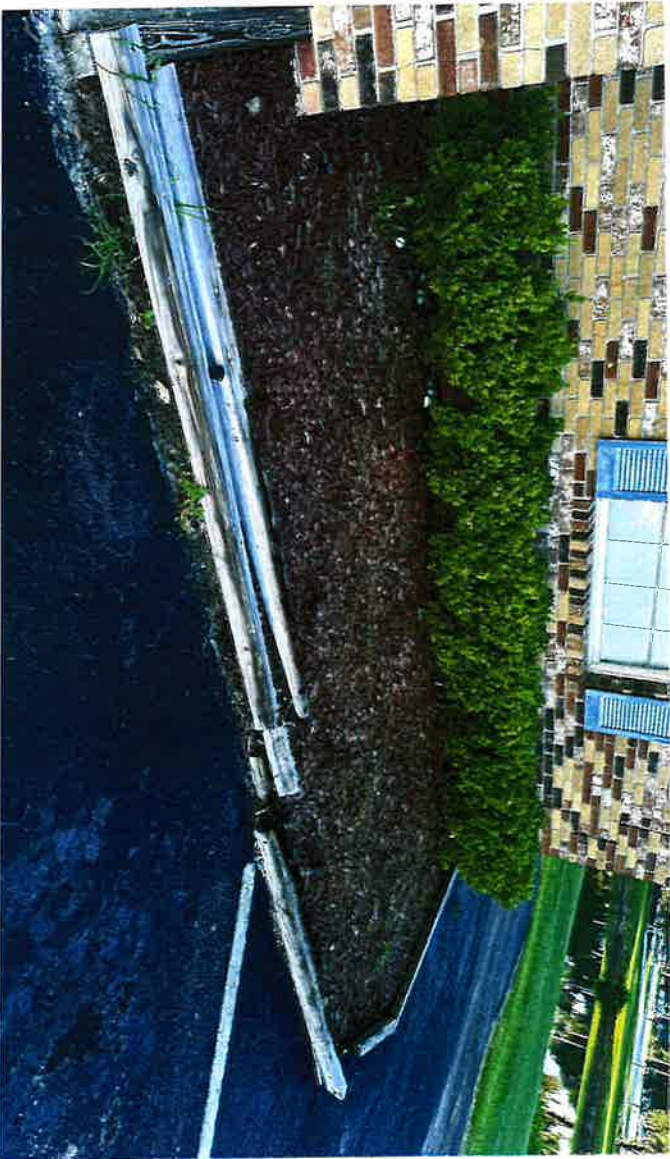
DATE 1/28/15

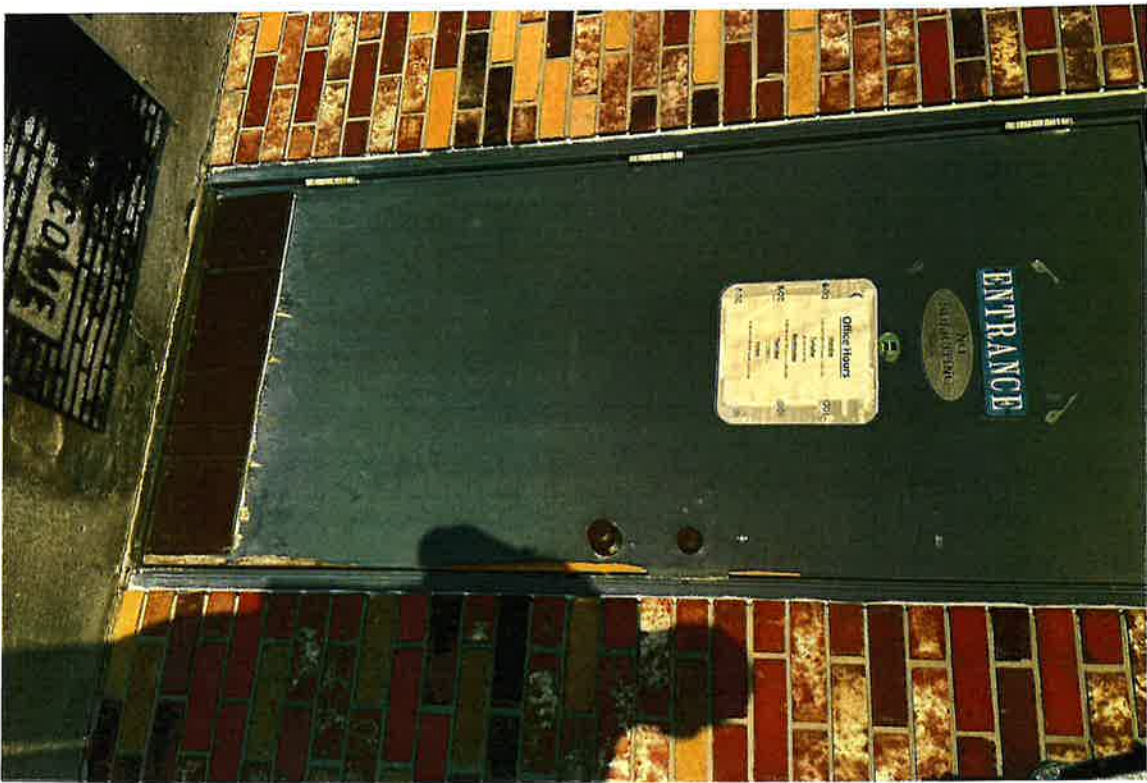
- NOTES:
- 1) BEARINGS BASED ON PLAT OF CITY OF LEEBSBURG.
- 2) SURVEY BASED ON EXISTING MONUMENTATION OF CITY OF LEEBSBURG.
- 3) DESCRIPTION FURNISHED BY CLIENT.
- 4) BOUNDARY SURVEY FOR GLOVER CHIROPRACTIC CLINIC, LLC.
- 5) LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, AND/OR OTHER INSTRUMENTS OF RECORD.
- 6) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED & SEALED WITH AN EMBROSSED SURVEYORS SEAL.
- 7) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
- 8) NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE APPROPRIATE AGENCY SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FIELD LOCATION.
- 9) LANDS SHOWN HEREON ARE CONSIDERED TO BE IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN, AS ESTABLISHED BY THE NATIONAL FLOOD INSURANCE PROGRAM, COMMUNITY PANEL #12069C-0309 E, DATED DECEMBER 18, 2012.
- 10) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(ES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL, OR ENTITY WITHOUT AUTHORIZATION FROM BOHANNAN & ASSOCIATES LAND SURVEYING, LLC.
- 11) EASEMENT RECORDED IN O.R. BOOK 317, PAGE 591 IS NOT BEING USED AS DESCRIBED, POLE, SPAN GUTS AND DOWN GUTS NOT INSTALLED.

LEGEND:
N=NORTH, E=EAST, S=SOUTH, W=WEST (OR ANY COMBINATION)
°=DEGREES WHEN USED IN A BEARING AND/OR ANGLE
' =MINUTES WHEN USED IN A BEARING AND/OR ANGLE
" =SECONDS WHEN USED IN A BEARING AND/OR ANGLE
= FEET WHEN USED IN A DISTANCE
L.S. =LICENSED SURVEYOR
COV. = COVERED
CONC. = CONCRETE
A/C = AIR CONDITIONER
I.D. = IDENTIFICATION
(M) = MEASURED DISTANCE OR BEARING
(P) = PLAT DISTANCE OR BEARING
-/- = LINE NOT DRAWN TO SCALE
☎ = PHONE RISER
⊗ = WATER METER
⊖ = POWER POLE
⊙ = SANITARY MANHOLE
⊕ = CA/TV RISER
⊛ = LIGHT POLE

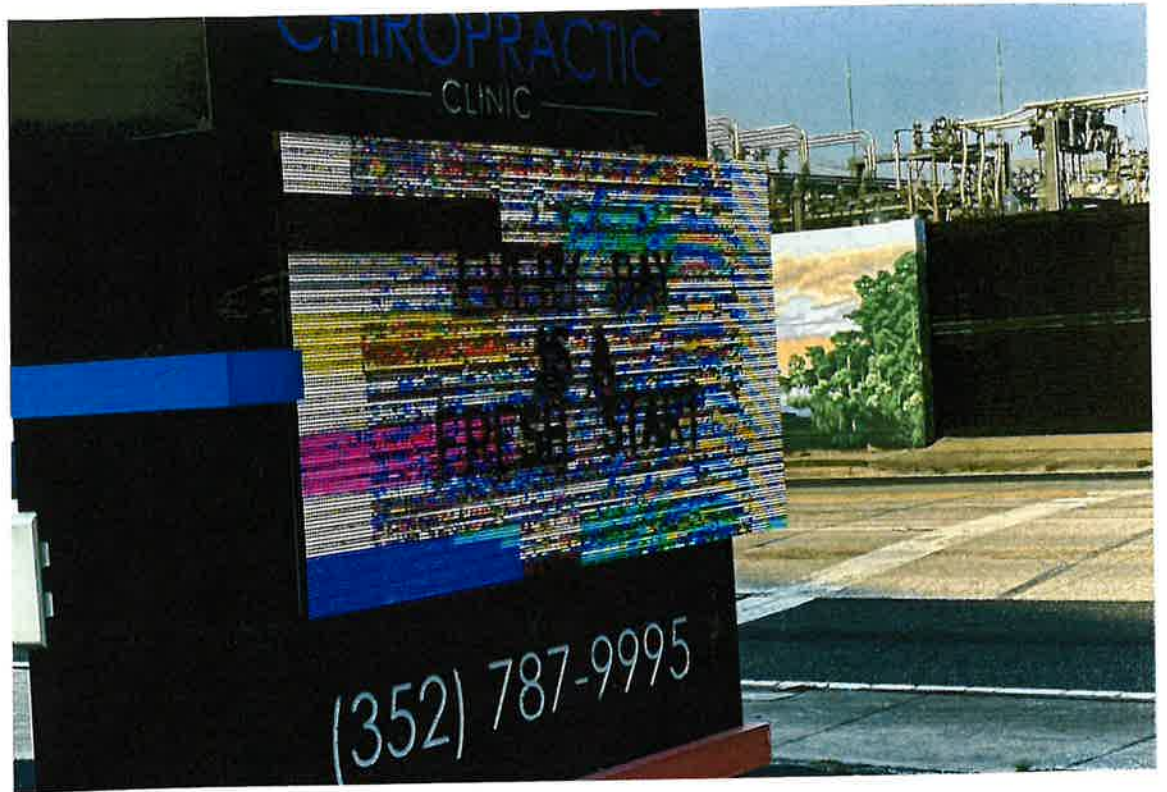
NO.	DATE	REVISION:
1		
2		
3		











City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: May 13, 2024

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to the Four-Year Extension of the Current Contract with Florida Blue to provide Administrative Services for the city's Group Health Insurance Plan; and providing an effective date.

Staff Recommendation:

Staff recommends approval of an amendment to the Florida Blue four-year administrative services only (ASO) agreement for the City's group health insurance plan. This amendment adjusts the ASO fee that is paid per employee per month during the last two years of the contract.

Analysis:

On September 25, 2023, the Commission approved the four-year contract extension with Florida Blue to provide administrative services for our group health insurance plan.

Florida Blue has adjusted the previously approved ASO fee that was to be paid from 10/1/25 through 9/30/27 from \$55.32 to **\$54.27** (see Exhibit B). All other provisions of the current contract remain the same.

Procurement Analysis:

N/A

Options:

1. Approve the contract amendment with Florida Blue; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

No additional budgetary impact.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AMENDMENT TO THE FOUR-YEAR EXTENSION OF THE CURRENT
CONTRACT WITH FLORIDA BLUE TO PROVIDE ADMINISTRATIVE
SERVICES FOR THE CITY'S GROUP HEALTH INSURANCE PLAN; 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 amendment to the agreement with Florida Blue, whose address is 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246, for administrative services for the City's group health insurance plan.

THAT the Administrative Services Only fee that is paid per employee per month will be adjusted from \$55.32 to \$54.27 for the period of 10/1/25 through 9/30/27.

THAT this resolution shall become effective back to October 1, 2023.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT "B"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
CITY OF LEESBURG

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is October 1, 2023.

II. Monthly Payments.

A. Each month, Florida Blue will notify the Employer of the amount due to satisfy the previous month's paid claims liability. Florida Blue also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by Florida Blue by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

B. The Employer agrees to pay to Florida Blue, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to Florida Blue, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by Florida Blue by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

III. Funding Information

A. Method of Funding Transfer: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$52.69 per enrolled employee per month from October 1, 2023 through September 30, 2025.

\$54.27 per enrolled employee per month from October 1, 2025 through September 30, 2027. This fee includes a \$1.00 Agent of Record fee.

- B. Florida Blue will pay Employer a \$50,000 wellness contribution in October of 2023 for any wellness related initiatives or activities. Additionally, Florida Blue will pay the Employer a \$30,000 wellness contribution each year upon renewal of the Agreement in 2024, 2025 and 2026 as long as coverage is in effect.
- C. Access fees of up to 3.62% of Network Savings may be assessed for claims incurred in states under the BlueCard program as explained in more detail under Section 3.9 below. This access fee will not exceed two thousand dollars (\$2,000) for any one claim and will not apply in Florida and Alabama.
- D. Administrative fees after the termination of the Agreement: 15% of claims paid.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected enrollment of: 571.
- B. If the actual enrollment is materially different from this expected enrollment, Florida Blue reserves the right to adjust the administrative fees as set forth in the Agreement. Administrative fees will be charged based on actual enrollment.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on April 22, 2024 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and City of Leesburg (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 2001 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Agreement until September 30, 2027 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2023. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

By: _____

Title: _____

Date: _____

CITY OF LEESBURG

By: _____

Title: Mayor, Jimmy Burry

Date: April 22, 2024

ATTEST:

J. Andi Purvis

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: May 13, 2024

From: Dan Miller, (Planning and Zoning Director), Andi Purvis, (City Clerk)

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

Staff Recommendation:

Staff recommends approval of the attached Proportionate Share Mitigation Agreement.

Analysis:

A proportionate share mitigation agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This Proportionate Share Mitigation agreement requires a payment of \$643,755.00, payable to the Lake County School Board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:

N/A

Options:

1. Approve the attached Proportionate Share Mitigation Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

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

RESOLUTION NO. _____

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

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

THAT the Mayor and City Clerk are hereby authorized to execute a Proportionate Share Mitigation Agreement, under Lake County School Concurrency Case Number 2023-25, for the Project known as Orange Bend Ranch, as attached hereto, between the Lake County School Board, whose address is 201 West Burliegh Avenue, Tavares, Florida 32778, and Forestar (USA) Real Estate Group, Inc., a foreign profit company, whose address is 1064 Greenwood Boulevard, Lake Mary, Florida 32746, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Orange Bend Ranch School Concurrency Case# 2023-25

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), Forestar (USA) Real Estate Group Inc., a foreign profit company, whose address is 1064 Greenwood Boulevard, Lake Mary, Florida 32746 (**Applicant/Contract Purchaser**), and City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (“**Local Government**”). School Board, Applicant/Contract Purchaser, and Local Government may also be referred to herein each as a “**Party**”.

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

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

WHEREAS, Applicant is the contract purchaser of those certain tract(s) of land located in Leesburg, Florida, commonly identified by Alternate Key(s) 1387060 and more particularly described on **Exhibit “A”** attached hereto, and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant has requested Local Government approval to allow development of eight hundred thirty-one (831) total dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

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

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board’s capacity review is fifteen (15) high school students (the “**Capacity Deficit**”).

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

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

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

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the “**Effective Date**”) and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the “**Expiration Date**”). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Applicant’s good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and Local Government and recorded, at Applicant’s sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** Applicant’s proportionate share mitigation payment is Six Hundred Forty-Three Seven Hundred Fifty-Five and 00/100 Dollars (\$643,755 USD) (the “**Mitigation Payment**”). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $15 \times \$42,917.00 = \$643,755.00$).
 - b. **Due Date.** The Mitigation Payment shall be made prior to recording of a plat for each phase approved by Local Government for the Project (the “**Due Date**”). This provision shall survive the expiration of this Agreement.

In the event Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant under this Section will be paid in increments, prior to the Applicant recording the final plat for each phase, based on the number of residential dwelling units reflected on the final plat for each such phase.

By way of example, if the phase 1 plat contains 287 residential dwelling units, then the Proportionate Share Mitigation payment due prior to the recording of such plat would be **\$222,332** ($287/831 \times \$643,755$). Remaining phases would be as follows:

Phase 2 (304 units):	\$235,501.00
Phase 3 (240 units):	<u>\$185,922.00</u>
Total:	\$643,755.00

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

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

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

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

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

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

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

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

If to School Board:	School Board of Lake County Attn: Superintendent of Schools 201 West Burleigh Blvd. Tavares, FL 32778 Email contact – lavalleyh@lake.k12.fl.us
---------------------	--

If to Local Government:	City of Leesburg Attn: City Manager 501 W. Meadow Street Leesburg, FL 34748
-------------------------	--

If to Applicant:	Forestar (USA) Real Estate Group Inc. Robert J. Metz Esq 4042 Park Oaks Blvd., Suite 200 Tampa, FL 33610 Chris Tyree, Division President. Forestar (USA) Real Estate Group Inc. 1064 Greenwood Blvd. Suite 200 Lake Mary, FL 3274
------------------	--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remainder of Page Left Blank Intentionally

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

Forestar Group

Forestar (USA) Real Estate Group Inc.,

By: _____

Print Name: _____

As Division President

Date: _____

The School Board of Lake County, Florida

By: _____

Mollie Cunningham, Board Chair

Date: _____

Approved as to form:

School Board Attorney

Attest: _____

Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____

Jimmy Burry, Mayor

Date: _____

Approved as to form:

City Attorney

Attest: _____

City Clerk

Exhibit A – Legal Description

(AS SURVEYED)

A parcel of land lying in Section 3, Township 19 South, Range 25 East and in Sections 33 and 34, Township 18 South, Range 25 East, and all of Plat of Orange Bend, recorded in Plat Book 1, Page 35 of the Public Records of Lake County, said lands situate, lying and being in Lake County, Florida more particularly described as follows:

Begin at the Northwest corner of said Section 3 for a POINT OF BEGINNING; thence South 89°30'59" West, a distance of 846.62 Feet; thence North 00°37'38" East, a distance of 26.00 Feet; thence South 89°30'59" West, a distance of 413.33 Feet; thence North 00°37'38" East, a distance of 1,959.25 Feet; thence North 89°47'54" West, a distance of 333.18 Feet; thence North 02°46'17" West, a distance of 270.00 Feet; thence South 89°47'55" West, a distance of 20.00 Feet; thence North 00°12'15" West, a distance of 380.00 Feet to the South boundary of the Northeast 1/4 of said Section 33; thence South 89°47'55" West, along said South boundary a distance of 1,043.00 Feet; thence North 00°12'20" West, a distance of 1,518.93 Feet to the top of bank of Lake Eustis Blueway; thence meandering along the said top of bank in a southeasterly the following (7) courses, South 57°06'20" East, 1195.29', South 58°30'08" East, 1578.05', South 85°50'15" East, 1132.08', South 67°04'02" East, 646.33', North 89°34'38" East, 328.96', North 74°14'53" East, 972.74', South 62°34'06" East, 703.81'; thence leaving said top of bank, South 00°11'10" West, a distance of 3,638.17 Feet; thence South 89°48'51" East, a distance of 663.94 Feet; thence South 00°22'26" West, a distance of 466.37 Feet; thence North 89°51'56" West, a distance of 663.88 Feet; thence South 00°21'24" West, a distance of 199.45 Feet; thence South 89°49'27" East, a distance of 664.16 Feet; thence South 00°23'25" West, a distance of 666.74 Feet to the South boundary of the Southeast 1/4 of said Section 3; thence South 89°37'14" East, along said South boundary, a distance of 280.81 feet to the West right of way of County Road #44 and also being a point of curvature of a non-tangent curve concave Southeasterly along said right of way, having a radius of 5,729.58 Feet and a chord which bears North 37°55'27" East and a distance of 464.22 Feet; thence along said curve to the right a distance of 464.35 Feet; thence South 36°41'59" West, a distance of 1,192.86 Feet to a point on the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 3; thence leaving said right of way, North 89°54'24" West, along said South boundary, a distance of 375.01 Feet; thence North 11°57'11" West, a distance of 1,127.60 Feet; thence North 54°12'26" West, a distance of 396.00 Feet to a point on the South boundary of the Northwest 1/4 of said Section ; thence North 89°37'14" West, along said South boundary, a distance of 1,000.93 Feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 3; thence North 00°05'10" East, along said Southeast 1/4 of the Northwest 1/4, a distance of 511.62 Feet; thence North 89°54'45" West, a distance of 666.47 Feet; thence North 00°01'16" East, a distance of 816.66 Feet; thence North 89°53'38" West, a distance of 665.33 Feet; thence North 00°06'03" East, a distance of 1,357.39 Feet; to the POINT OF BEGINNING.

Containing 23,812,312.41 Square Feet or 546.655 Acres, more or less.

Exhibit B – Location Map

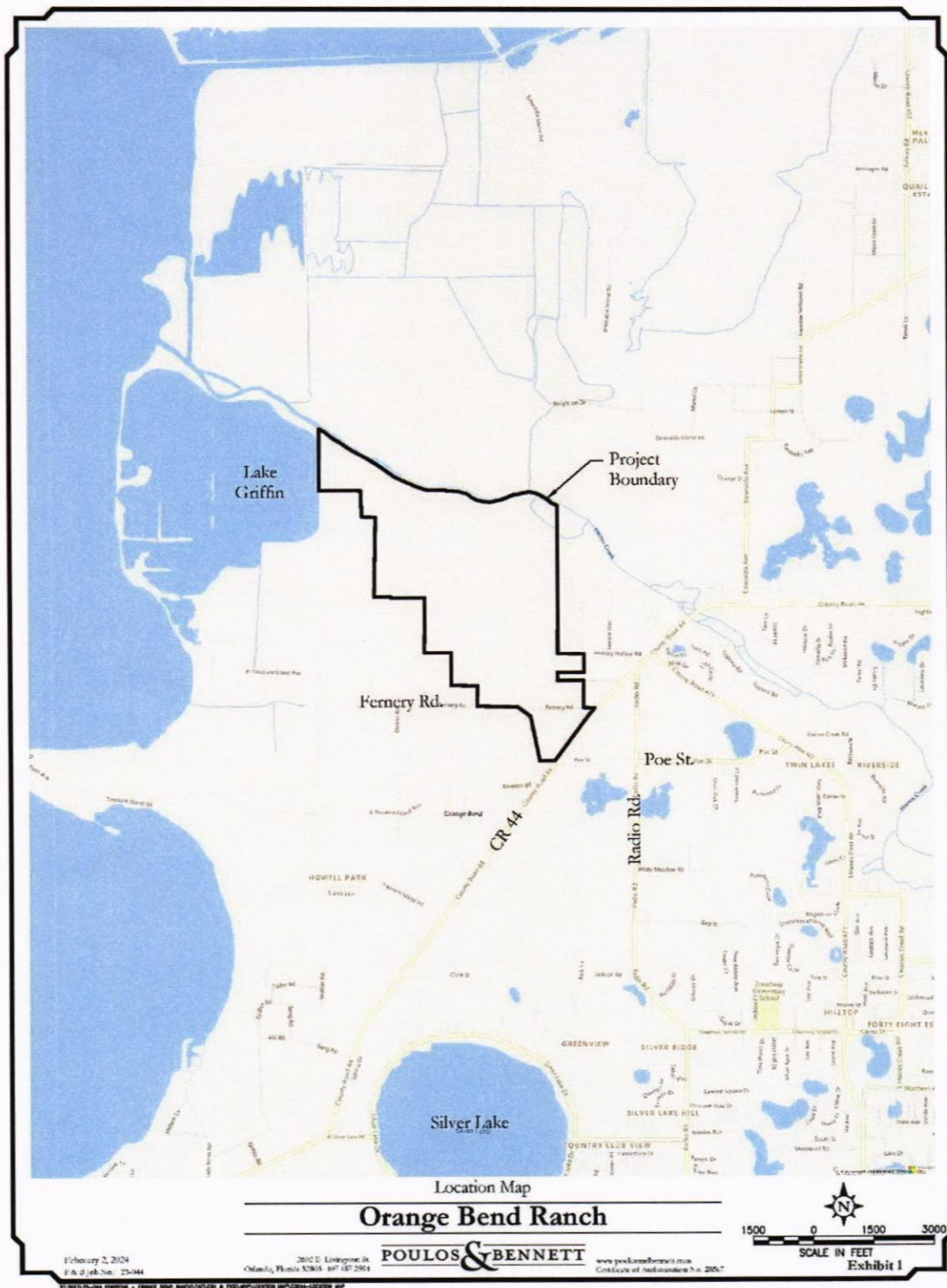


Exhibit C – Site Plan/Subdivision Plan

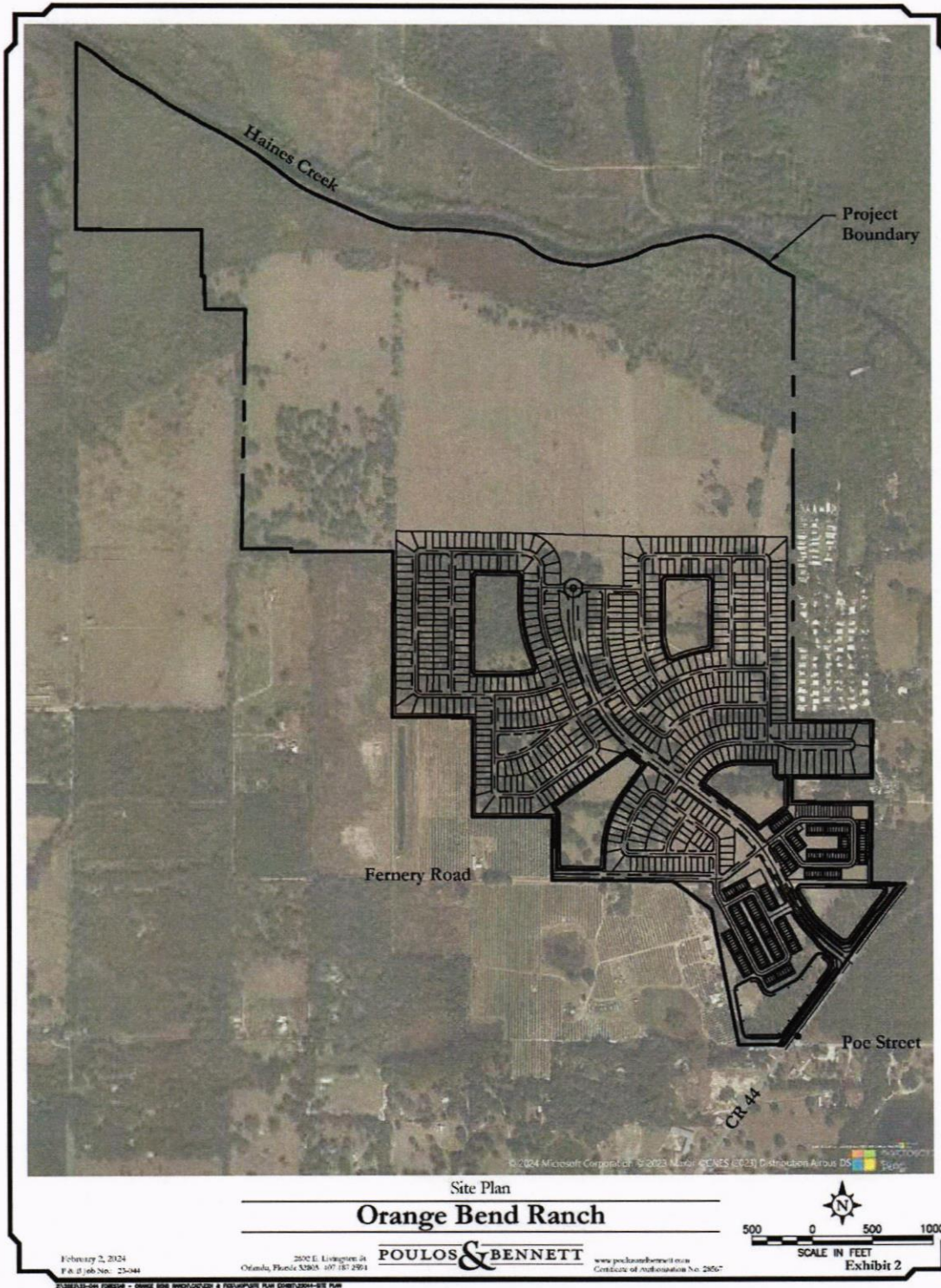


Exhibit D – Proportionate Share Mitigation Payment Form

Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2023-25
Project Title:	Orange Bend Ranch
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1387060
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Final Plat(s) or Final Site Plan(s)
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Orange Bend Ranch
Total Units:	831 SF in 3 phases
Unit Type: SF, MF, MH	Single Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department – Attn: Helen LaValley 201 West Burleigh Boulevard Tavares, FL 32778 For more information contact Helen LaValley, Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: May 13, 2024

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to approve the purchase of one (1) Mobile Air Cascade Compressor by Breathing Air Systems in the amount of \$224,177.70; and providing an effective date.

Staff Recommendation:

Staff recommends awarding Invitation for Bid (IFB) 240601 and approval of the purchase request to Breathing Air Systems for an amount of \$224,177.70.

Analysis:

The purpose of this request is to purchase a new trailer mounted breathing air system for Fire Services. Cascade systems allow high volumes of breathing air to be stored in portable storage racks and allow for the use of one or more cylinders at a time. It is essential to have a suitable breathing system while firefighters are operating in structure fires. The Mobile Air Cascade System is a specialized air delivery system designed to refill the air bottles that firefighters use while firefighting.

Procurement Analysis:

On March 13, 2024, the Procurement Division issued an Invitation for Bid (IFB) 240601. On April 11, 2024, the City received 2 responses from 2 suppliers.

Summary of Bid Responses:

- Channel Innovations Corporation - \$167,000.00
- Breathing Air Systems - \$224,177.70

Following a review of all bid responses, the Procurement Division has deemed the offer from Breathing Air Systems to be responsive. Fire Services has reviewed the bid responses and confirms the equipment bid by Breathing Air Systems meets all technical requirements as specified in the Solicitation package due to the specifications requesting a mobile trailer unit.

The City's Local Vendor Preference Policy is not applicable to this Solicitation due to receiving an Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA). State procurement regulations do not permit a location-based preference in determining award.

Options:

1. Award the IFB and approve the purchase from Breathing Air Systems for \$224,177.70; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City has been awarded a FEMA grant in the amount of \$113,636, the remaining \$110,541.70 is available in the current Fire Capital budget.

Account No.	001-2220-522-6410
Project No.	GFASST
WF No.	WF1473043
Requisition	56165
Budget	\$224,177.70
Available	\$224,177.70

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE CITY COMMISSION TO APPROVE THE
PURCHASE OF ONE (1) MOBILE AIR CASCADE COMPRESSOR BY
BREATHING AIR SYSTEMS IN THE AMOUNT OF \$224,177.70; 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 BREATHING AIR SYSTEMS, whose address is 5800 SW 25th St, Unit 200, Ocala, FL 34474, for a MOBILE AIR CASCADE SYSTEM (IFB 240601).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk



8855 E BROAD ST
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ 614.864.1235	NORTH CAROLINA 336.674.0749	FLORIDA 352.629.7712	TENNESSEE 423.634.3184
INDIANA/KENTUCKY 614.986.1025	PENNSYLVANIA 412.564.5756	MICHIGAN 517.786.4060	ILLINOIS 217.768.4408



210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



QUOTE

Breathing Air Systems
5800 SW 25th Street
Unit 200
Ocala, FL 34474

Requested By: Joe Mera
Title: Fire Chief
Email: joseph.mera@leesburgflorida.gov
Phone: (352) 728-9780 ext. 2612

Quote Date: 03/13/2024
Quote #: QUO-FL2244
Customer ID: 210063

Bill To
LEESBURG FIRE DEPT.
201 S CANAL ST.
LEESBURG FL 34748
United States

Service Location
LEESBURG FIRE DEPT.
201 CANAL ST.
LEESBURG FL 34748
United States

Expires	05/12/2024
Terms	Net 30
Shipping Method	UPS® Ground
FOB	
Est Delivery Time	
Quote Total	\$224,177.70

Sales Rep Name
Mark Wash

Sales Rep Email
mwash@breathingair.com

Sales Rep Phone
(352) 875-1073

NOTE: Unless otherwise stated below, our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

ITEMS QUOTED MAY BE ON NEXT PAGE:

Item	Quantity	Description	Rate	Amount
Comment RFP Reference # - 240601				
Bauer Extended Municipal Fire Department Warranty				
Warranty - 5 Provided. Years 1-2 Parts & Labor, Years 3-5 Compressor				
Year Block Parts Only. See Sales Rep for additional details.				
Tcom-25H	1	Mobile trailer system - 25.2cfm - 6000 PSI dual drive with diesel and electric. Class 2 fill station - four ASME storage cylinders - SCBA storage for 12 cylinders. Start up and freight not included.	\$224,063.00	\$224,063.00
TCOM-PKA	1	TCOM Option Package A -Telescoping light mast with four 500 watt fixtures - snorkel tube to compressor air inlet integrated with light mast and 7500 watt auxiliary generator.	\$14,308.00	\$14,308.00

BREATHING AIR COMPRESSORS | FILL STATIONS | CASCADES | MOBILE AIR TRAILERS
FULL SERVICE | PARTS | AIR ANALYSIS PROGRAM | PREVENTIVE MAINTENANCE PROGRAMS

Item	Quantity	Description	Rate	Amount
TCOM-PKC	1	TCOM Option Package C - 100 foot hose reel and interior lights.	\$7,076.00	\$7,076.00
TCOM-PKD	1	TCOM Option Package D - 2-5/16" ball hitch.	\$306.00	\$306.00
Subtotal				\$245,753.00
Discount 10%			-10%	(\$24,575.30)

Subtotal	\$221,177.70
Shipping Cost (LTL Motor Freight)	\$3,000.00
Tax (%)	\$0.00
Total	\$224,177.70

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PART RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE. SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

Quote Approved By: _____ (Print Name)

Approved By Signature: _____

Title: _____

Approved Date: _____

CUSTOMER REQUIREMENTS

Important Information

I agree to the following requirements to ensure a trouble-free delivery and installation of my new system:

OFF LOADING

In most situations your system will be delivered by a freight company. Customers are responsible for accepting all deliveries including, but not limited to unloading, uncrating, inspecting, and placing the equipment in the proper location prior to equipment startup

RECOMMENDED ELECTRICAL WIRING AND BREAKER FOR EQUIPMENT ON QUOTE NUMBER:

QUO-FL2244

Service Disconnect with Time Delay Fuse	Wire Size/Gauge	Phase/Power	Volts
---	-----------------	-------------	-------

CUSTOMER ELECTRICAL WIRING FOR MOTOR-DRIVEN SYSTEMS

- If your system is stationery, confirm that your available building power matches or will match the recommended electrical wiring and breaker for your new equipment.
- If your system is mobile, confirm that the generator/power supply on the truck matches the voltage and phase that you have ordered for your new system and that the generator is of sufficient rating to start electric motor
- Consult a qualified electrician to confirm your power for either a stationary or mobile system
- Complete the section below to confirm your building power or generator/power supply on your truck, including service disconnect with Time Delay Fuse, Wire Size/Gauge, Phase/Power and Voltage where system is to be installed. Equipment is ordered to match your entries below and any changes will result in addition charges once the equipment has been ordered.

Service Disconnect with Time Delay Fuse	Wire Size/Gauge	Phase/Power	Volts

- For most applications, you will need to install a suitable electrical breaker, service disconnect switch with flexible conduit and wiring to connect to the new system. All electrical service components must be rated for their intended duty, motor horsepower, voltage, phase and corresponding amperage for your system application. Therefore, allow your licensed electrician to properly size your electrical hookup per NEC and/or other prevailing electrical code requirements. Customers are also responsible for all electrical connections. Any improper electrical connections may result in additional installation charges.
- It is imperative that the above electrical wiring, etc. be properly installed prior to Breathing Air Systems' scheduled installation visit so as not to delay the final installation of your new system. If installation is delayed due to incomplete or improper wiring, it will not delay the billing cycle for the system. Additional charges may apply to the customer if Breathing Air Systems has to provide additional labor or travel related to incomplete or improper wiring.
- Your cooperation in following these steps will play an important part in the satisfactory installation and reliable performance of your new system. So, if you have any questions, please feel free to contact Breathing Air Systems for technical help. Thank you!
- I have read and understand the Customer Requirements document:

Accepted By Signature:_____ Date:_____

Printed Name:_____ Title:_____

Contact Name:_____ Phone:_____

Fire Dept System Address:_____

SUPPLEMENTAL BAUER WARRANTY FOR MUNICIPAL CUSTOMERS OF BREATHING AIR SYSTEMS OR SAFE AIR SYSTEMS, WITH MAINTENANCE AGREEMENT

For municipal purchasers of BAUER's Reciprocating Compressor Products from Breathing Air Systems or Safe Air Systems, BAUER's Limited Warranty on Reciprocating Compressor Products for municipal breathing air systems, on the BAUER compressor system, fill station and other BAUER manufactured components, will be extended to five (5) years, commencing from the earlier of: (1) the date of commissioning (system start-up) or (2) six (6) months from the date of shipment from BAUER, provided the municipal purchaser maintains a maintenance agreement with Breathing Air Systems or Safe Air Systems, for such five (5) year period, to provide service in accordance with BAUER's published factory recommendations. **This five (5)-year extended warranty does not apply to wear and tear parts such as lubricants, purification filter elements, oil filters, O-rings, serviceable valve parts, and piston rings, which are subject to regular maintenance in accordance with BAUER's published factory recommendations.** A copy of this Supplemental Bauer Warranty signed by both the municipal customer and Breathing Air Systems or Safe Air Systems, must be provided to BAUER, at time of purchase, for the municipal customer to receive the extended five (5)-year warranty.

If at any time during the five (5) year service period the customer fails to complete the maintenance required by BAUER's published factory recommendations (at least annually, but could be more often based on hours of usage under BAUER's published factory recommendations) with Breathing Air Systems or Safe Air Systems, this extended five (5)- year warranty will be void and any warranty claims beyond two (2) years will be denied. The extended five (5)-year warranty will also only apply if BAUER parts (including lubricants and filters) are used for all system maintenance. The Bauer Warranty Registration Form must be on file with BAUER and proof of completed annual maintenance must be provided by your Authorized BAUER Service Center for all warranty claims.

MAINTENANCE AGREEMENT

Unless otherwise agreed in an additional written maintenance contract, the municipal purchaser by signing below agrees to obtain maintenance service on the equipment referenced in the below purchase order from Breathing Air Systems/Safe Air Systems. All maintenance and related maintenance parts will be billed at time of service and are not included with your equipment purchase unless prepaid with your equipment purchase. The month of service will be determined by Breathing Air Systems/Safe Air Systems. Your maintenance program will renew annually until cancelled in writing.

ORIGINAL PURCHASE ORDER: _____

CUSTOMER NAME: _____

CUSTOMER REPRESENTATIVE: _____

CUSTOMER SIGNATURE: _____

DATE: _____

BREATHING AIR SYSTEMS / SAFE AIR SYSTEMS

SALES OR SERVICE REP: _____

SIGNATURE: _____ DATE: _____

Subject to all other terms of Bauer's Limited Warranty on Reciprocating Compressor Products for municipal breathing air systems (which is incorporated in full by this reference), and to the referenced equipment being maintained as provided herein, Bauer Compressors, Inc. agrees to honor an extended five (5)-year warranty on certain products purchased by the municipal customer, on the terms set forth in the first two paragraphs above..

BAUER COMPRESSORS, INC. - 1328 Azalea Garden Road, Norfolk Virginia 23502 - Phone: (757) 855-6006 Telefax (757)855-8654



8855 E BROAD ST
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ
614.864.1235

INDIANA/KENTUCKY
614.986.1025

NORTH CAROLINA
336.674.0749

PENNSYLVANIA
412.564.5756

FLORIDA
352.629.7712

MICHIGAN
517.786.4060

TENNESSEE
423.634.3184

ILLINOIS
217.768.4408



210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



CONTACT INFO SHEET

To ensure our records are up to date

Please fill out and return

Lisa@breathingair.com or Fax: 614-986-1013

Mail to: Breathing Air Systems, Attn: Lisa Diehl, 8855 East Broad Street, Reynoldsburg, OH 43068

Business Name: _____

MAIN Office/Department phone: _____

SYSTEM LOCATION:

Street Address: _____

Primary Onsite Contact Name: _____

Primary Contact phone: _____

Email: (for Service Reports & Air test results) _____

Secondary Contact Name: _____

Secondary Contact Phone: _____

ACCOUNTS PAYABLE CONTACT:

Preferred method of billing/sending invoices: _____ ELECTRONIC VIA EMAIL _____ REG US MAIL

Person to contact: _____

Email: _____

Phone: _____

Mailing Address: _____

BREATHING AIR COMPRESSORS | FILL STATIONS | CASCADES | MOBILE AIR TRAILERS
FULL SERVICE | PARTS | AIR ANALYSIS PROGRAM | PREVENTIVE MAINTENANCE PROGRAMS

Product Information

- **5408H-CIC-TRL MOBILE AIR CASCADE SYSTEM**

- 27 cubic feet per minute charging rate
- 6000 PSI System capable of filling 4500 or 5500 SCBA cylinders
- NFPA compliant containment fill station capable of filling 2 bottles simultaneously
- Dual drive configuration, capable of running off electric shore power (208v/230v, 3 phase) or a diesel powered generator powering the electric motor
- Air purification system
- Capable of providing NFPA 1500 (2013) and CGA E (G-7.1, 2018) compliant breathing air
- Automatic condensate drain system
- Four (4) 6000 PSI air storage cylinders with 10 year hydro dates
- NFPA 1901 compliant
- Electric Carbon Monoxide monitor with ppm readout
- Electric Moisture monitor
- 75' length high pressure (6000 PSI) spring rewind hose reel for remote filling
- 10 SCBA storage
- Trailer design will be an enclosed design.
- Fill station operation will be possible from outside the trailer.
- Trailer overall length not to exceed 22'
- Trailer enclosed dimensions to be approximately 7'x16' at a minimum
- Average internal trailer height to be no less than 6'
- Trailer to have two barn style rear swing out doors, two concession style side doors for additional cooling and at a minimum, one side entry door
- 2 - 5/16" ball hitch.
- Electric brakes
- Red in color
- Two manual extendable 14k lumen LED/lights mounted on rear side of trailer
- Dual axle trailer to comply with all federal and state highway safety regulations to include brakes, running lights, rear and brake lights, safety chains
- Design and layout to be discussed with customer prior to build

Joseph Mera

From: Aaliyah.Davis@leesburgflorida.gov
Sent: Monday, April 15, 2024 2:58 PM
To: Laurie Franchi; Joseph Mera
Subject: RE: Breathing Air Systems
Attachments: Product Information.pdf

Here is all I received from Channel Innovations & their price is \$167,000.00
I'm not sure if you would like additional literature which I can request but they did not provide any brochure literature.

Thank you,

-Aaliyah D.

From: Aaliyah Davis
Sent: Monday, April 15, 2024 2:54 PM
To: Laurie Franchi <Laurie.Franchi@leesburgflorida.gov>; Joseph Mera <Joseph.Mera@leesburgflorida.gov>
Subject: Breathing Air Systems

Good afternoon,
Attached is the submittal for Breathing Air Systems, Inc.
I'm sending separate email for the one other submittal received.

Thank you,

Aaliyah Davis, MBA, NIGP-CPP, CPPB
Purchasing Manager
City of Leesburg, FL.
Office: (352) 728-9880, Ext. 1520
Website: www.leesburgflorida.gov/purchasing

Please Note: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Think before you print.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 02/21/2023



Joseph Mera
CITY OF LEESBURG
P O BOX 490630
LEESBURG, FL 34749

EMW-2021-FG-00056

Dear Joseph Mera,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$113,636.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$11,363.64 for a total approved budget of \$125,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "Pam. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CITY OF LEESBURG

UEI-EFT: NDCSFAJMQJ74

DUNS number: 113889752

Award number: EMW-2021-FG-00056

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$125,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$113,636.36
Non-federal	\$11,363.64
Total	\$125,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA

DESCRIPTION

One (1), trailer mounted, mobile, diesel powered with optional 3 phase powered, NFPA compliant, air compressor system with cascade fill stations.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$125,000.00	\$125,000.00	Equipment

CHANGE FROM APPLICATION

Price from \$215,000.00 to \$125,000.00

JUSTIFICATION

This reduction is because the cost you requested for Air Compressor/Cascade/Fill Station (mobile) exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CITY OF LEESBURG

UEI-EFT: NDCSFAJMQJ74

DUNS number: 113889752

Award number: EMW-2021-FG-00056

Table of contents

Article	Assurances, Administrative Requirements, Cost Principles, Representations and
1	Certifications
Article	General Acknowledgements and Assurances
2	
Article	Acknowledgement of Federal Funding from DHS
3	
Article	Activities Conducted Abroad
4	
Article	Age Discrimination Act of 1975
5	
Article	Americans with Disabilities Act of 1990
6	
Article	Best Practices for Collection and Use of Personally Identifiable Information
7	
Article	Civil Rights Act of 1964 – Title VI
8	
Article	Civil Rights Act of 1968
9	
Article	Copyright
10	
Article	Debarment and Suspension
11	
Article	Drug-Free Workplace Regulations
12	
Article	Duplication of Benefits
13	
Article	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
14	
Article	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice
15	Practices to Enhance Public Trust and Public Safety
Article	Energy Policy and Conservation Act
16	
Article	False Claims Act and Program Fraud Civil Remedies
17	
Article	Federal Debt Status
18	
Article	Federal Leadership on Reducing Text Messaging while Driving
19	
Article	Fly America Act of 1974
20	
Article	Hotel and Motel Fire Safety Act of 1990
21	
Article	John S. McCain National Defense Authorization Act of Fiscal Year 2019
22	
Article	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
23	
Article	Lobbying Prohibitions
24	
Article	National Environmental Policy Act
25	

Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations	26
Article	Non-Supplanting Requirement	27
Article	Notice of Funding Opportunity Requirements	28
Article	Patents and Intellectual Property Rights	29
Article	Procurement of Recovered Materials	30
Article	Rehabilitation Act of 1973	31
Article	Reporting of Matters Related to Recipient Integrity and Performance	32
Article	Reporting Subawards and Executive Compensation	33
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	34
Article	SAFECOM	35
Article	Terrorist Financing	36
Article	Trafficking Victims Protection Act of 2000 (TVPA)	37
Article	Universal Identifier and System of Award Management	38
Article	USA PATRIOT Act of 2001	39
Article	Use of DHS Seal, Logo and Flags	40
Article	Whistleblower Protection Act	41
Article	Environmental Planning and Historic Preservation (EHP) Review	42
Article	Applicability of DHS Standard Terms and Conditions to Tribes	43
Article	Acceptance of Post Award Changes	44
Article	Disposition of Equipment Acquired Under the Federal Award	45
Article	Prior Approval for Modification of Approved Budget	46
Article	Indirect Cost Rate	47
Article	Award Performance Goals	48

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 42	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FG-00056	2. Amendment No. N/A	3. Recipient No. 596000362	4. Type of Action AWARD	5. Control No. WX00794N2023T		
6. Recipient Name and Address CITY OF LEESBURG 501 W MEADOW ST LEESBURG, FL 34748		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Joseph Mera		9a. Phone No. 3527289780	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 02/21/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 02/28/2023 to 02/27/2025 Budget Period 02/28/2023 to 02/27/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-FD-GB01 - P410-xxxx-4101-D	\$0.00	\$113,636.36	\$113,636.36	\$11,363.64
Totals			\$0.00	\$113,636.36	\$113,636.36	\$11,363.64
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	02/21/2023

RESOLUTION NO. 10,976

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR, AND IF AWARDED, ACCEPT THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM FEMA, FOR THE PURCHASE OF A MOBILE AIR COMPRESSOR SYSTEM FOR FILLING BREATHING AIR CYLINDERS, 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 FEMA, for the application of the Assistance to Firefighters Grant (AFG).

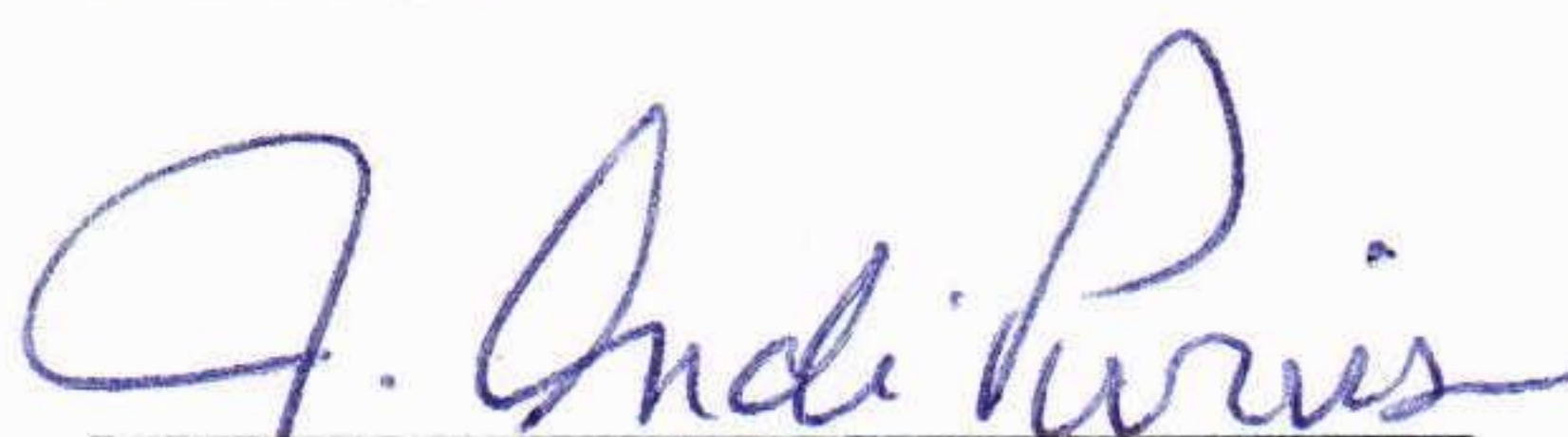
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 22nd day of November 2021.



Mayor

ATTEST:



City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: May 13, 2024

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing staff to submit a grant application to Lake County for Community Development Block Grant (CDBG) Funding for sidewalk construction and/or replacement projects in the CDBG target areas; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution to authorize the submission of a CDBG application to Lake County for FY 24-25 funding.

Analysis:

The City of Leesburg has participated with the Lake County Board of County Commissioners under an Urban County Cooperation Agreement since 2014. As an Urban County partner, Leesburg's demographics contribute to the determination of funding received by Lake County for Community Development Block Grants. Therefore, Leesburg will identify areas in the CDBG target areas (Montclair/Pine Street Corridors) where new sidewalks should be constructed, or old sidewalks need to be replaced.

The project will seek up to \$500,000 of grant funding, which requires \$0 matching dollars from the City, with an estimated project cost of \$500/linear foot for sidewalk improvements.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

If awarded, a budget adjustment will be necessary to add the funds to the current budget.

Account No. 017-0000-331-5600

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO
LAKE COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) FUNDING FOR SIDEWALK CONSTRUCTION AND/OR
REPLACEMENT PROJECTS IN THE CDBG TARGET AREAS; 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 authorizing resolution to the Lake County Board of County Commissioners whose address is P. O. Box 7800, Tavares, Florida 32778, for an application to be submitted to the Lake County Community Development Block Grant (CDBG) Program for a sidewalk project in the Carver Heights Community Redevelopment Area.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: May 13, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolutions authorizing execution of Gas Service Agreements between the City of Leesburg and TLC Whitemarsh, LLC.

Staff Recommendation:

Staff recommends accepting and approving the Resolutions authorizing execution of gas service agreements between the City of Leesburg and TLC Whitemarsh, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to TLC Whitemarsh, LLC, for the development known as Preservation Place, Phases 1, 2, and 3, pursuant to the terms of the Gas Service Agreements.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds prior to starting the project as shown by Phase below:

Phase 1	\$565,461.53	174 units
Phase 2	\$541,799.71	205 units
Phase 3	\$486,413.66	183 units

A budget adjustment will be processed to add these funds to the current budget.

Account No.	042-0000-223-3100
WF No.	Phase 1 WF1564936
	Phase 2 WF1564937
	Phase 3 WF1564938
	Services WF1564946

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND TLC WHITEMARSH, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS PRESERVATION PLACE, PHASE 1; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and TLC Whitemarsh, LLC, for the purpose of setting forth the terms under which the City will provide natural gas to the development known as Preservation Place Phase 1.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and TLC Whitmarsh LLC, 605 Commonwealth Ave. Orlando Florida, 320803 (hereinafter jointly referred to as “Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as “Subsequent Developer/Owner”) is the intended owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 34-20-24-0004-000-00800, 34-20-24-0004-000-00902,
35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 35-20-24-0004-000-00900,
35-20-24-000-0004-000-00901

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Preservation Place” (the “Development”);

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

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

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

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (174) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

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

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Five Hundred Sixty Five Thousand Four Hundred Sixty One Dollars and Fifty Three Cents (\$565,461.53). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Developer or Subsequent Developer/Owner in writing as soon as practicable. In turn, Developer or Subsequent Developer/Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Developer or Subsequent

Developer/Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Developer or Subsequent Developer/Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the ultimate residential lot Owner and or the ultimate residential lot Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of the ultimate residential lot Owner and/or the ultimate residential lot Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then the ultimate residential lot Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Developer or Subsequent Developer/Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Developer or Subsequent Developer/Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Developer or Subsequent Developer/Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever

possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

11. Developer or Subsequent Developer/Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer or Subsequent Developer/Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in

the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

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

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

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

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEESBURG

BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: 
Authorized Representative of Developer

Print Name: Andrew Orosz

Title: Authorized Representative

Schedule "A"

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING EAST OF COUNTY ROAD NO. 33, AND THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING WEST OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE), ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 399, PAGE 942, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN SOUTH 89°35'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 35, 37.65 FEET; THENCE NORTH 18°16'30" WEST FOR 497.41 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 83°11'00" EAST FOR 300 FEET; THENCE NORTH 06°49' EAST FOR 274.59 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SUNSHINE STATE PARKWAY; RUN THENCE NORTH 43°58' WEST ALONG SAID RIGHT OF WAY FOR 516.25 FEET; THENCE SOUTH 06°49' WEST FOR 600.94 FEET; THENCE SOUTH 83°11'00' EAST FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 34-20-24-0004-000-00800
34-20-24-0004-000-00902
35-20-24-0002-000-01500
35-20-24-0003-000-00501
34-20-24-0004-000-00900
34-20-24-0004-000-00901

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
TLC WHITEMARSH, LLC, FOR THE PURPOSE OF SETTING FORTH THE
TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS PRESERVATION PLACE,
PHASE 2; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and TLC Whitemarsh, LLC, for the purpose of setting forth the terms under which the City will provide natural gas to the development known as Preservation Place Phase 2.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and TLC Whitmarsh LLC, 605 Commonwealth Ave. Orlando, Florida 320803 (hereinafter jointly referred to as “Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as “Subsequent Developer/Owner”) is the intended owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 34-20-24-0004-000-00800, 34-20-24-0004-000-00902,
35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 35-20-24-0004-000-00900,
35-20-24-000-0004-000-00901

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Preservation Place Phase 2” (the “Development”);

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

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

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

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (205) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

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

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Five Hundred Forty One Thousand Seven Hundred Ninety Nine Dollars and Seventy Seven Cents (\$541,799.71). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Developer or Subsequent Developer/Owner in writing as soon as practicable. In turn, Developer or Subsequent Developer/Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Developer or Subsequent

Developer/Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Developer or Subsequent Developer/Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the ultimate residential lot Owner and or the ultimate residential lot Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of the ultimate residential lot Owner and/or the ultimate residential lot Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then the ultimate residential lot Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Developer or Subsequent Developer/Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Developer or Subsequent Developer/Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Developer or Subsequent Developer/Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever

possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

11. Developer or Subsequent Developer/Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer or Subsequent Developer/Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in

the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

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

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

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

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEESBURG

BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: Andrew Orosz

Title: Authorized Representative

Schedule "A"

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING EAST OF COUNTY ROAD NO. 33, AND THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING WEST OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE), ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 399, PAGE 942, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN SOUTH 89°35'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 35, 37.65 FEET; THENCE NORTH 18°16'30" WEST FOR 497.41 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 83°11'00" EAST FOR 300 FEET; THENCE NORTH 06°49' EAST FOR 274.59 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SUNSHINE STATE PARKWAY; RUN THENCE NORTH 43°58' WEST ALONG SAID RIGHT OF WAY FOR 516.25 FEET; THENCE SOUTH 06°49' WEST FOR 600.94 FEET; THENCE SOUTH 83°11'00" EAST FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 34-20-24-0004-000-00800
34-20-24-0004-000-00902
35-20-24-0002-000-01500
35-20-24-0003-000-00501
34-20-24-0004-000-00900
34-20-24-0004-000-00901

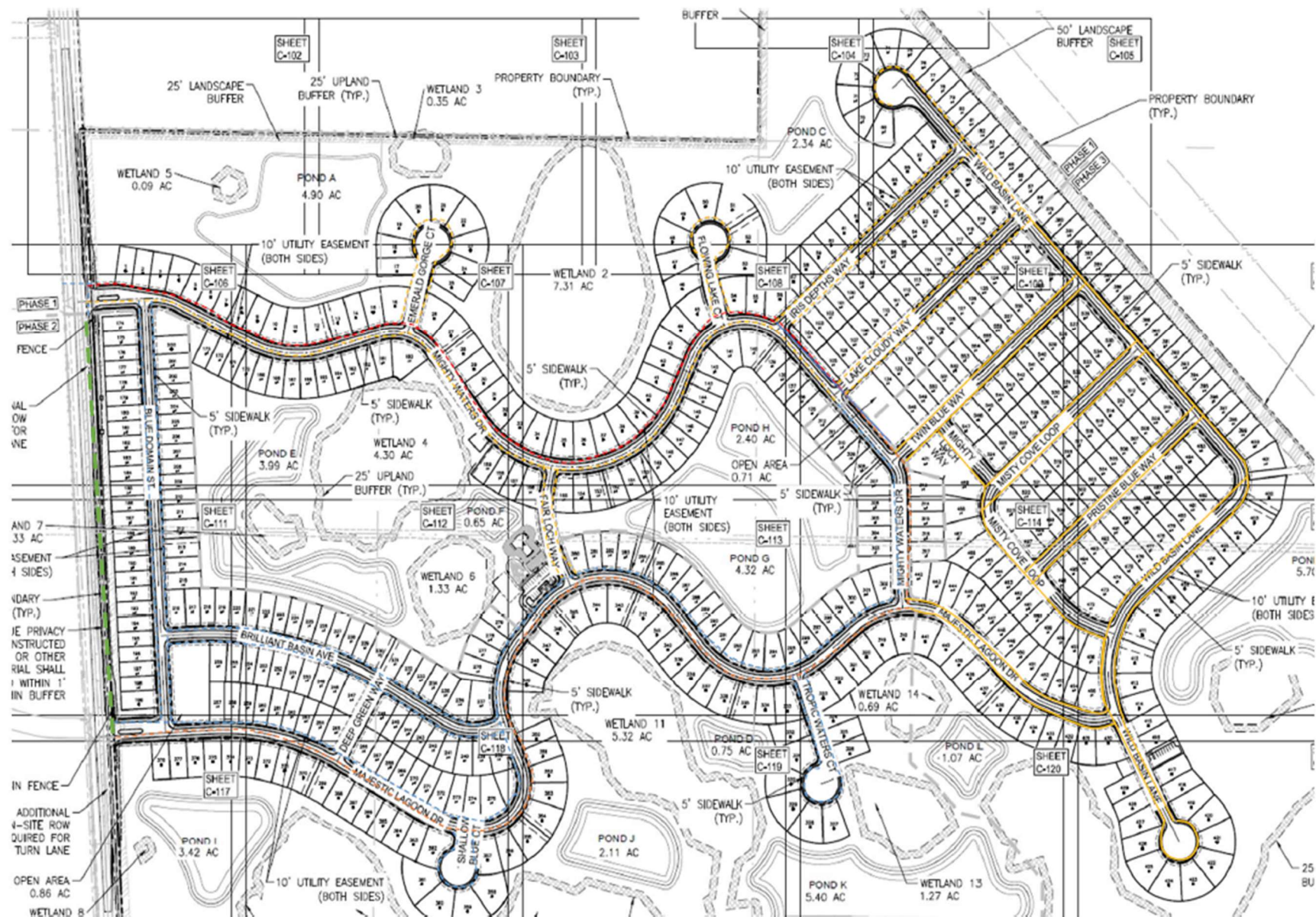


Exhibit "B"

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
TLC WHITEMARSH, LLC, FOR THE PURPOSE OF SETTING FORTH THE
TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS PRESERVATION PLACE,
PHASE 3; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and TLC Whitemarsh, LLC, for the purpose of setting forth the terms under which the City will provide natural gas to the development known as Preservation Place Phase 3.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and TLC Whitmarsh LLC, 605 Commonwealth Ave. Orlando, Florida 320803 (hereinafter jointly referred to as “Developer”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Developer of a Subsequent Developer/Owner (hereinafter referred to as “Subsequent Developer/Owner”) is the intended owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 34-20-24-0004-000-00800, 34-20-24-0004-000-00902,
35-20-24-0002-000-01500, 35-20-24-0003-000-00501, 35-20-24-0004-000-00900,
35-20-24-000-0004-000-00901

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Preservation Place Phase 3” (the “Development”);

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

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Developer or Subsequent Developer/Owner do agree that the foregoing recitals are true and correct and are incorporated into this Agreement hereby, and otherwise agree as follows:

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

2. Developer or Subsequent Developer/Owner shall ensure that not less than eighty percent (80%) of the planned (183) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, natural gas stove, and natural gas dryer.

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

4. The Developer or Subsequent Developer/Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The estimated costs of the infrastructure to be funded by Developer or Subsequent Developer/Owner as set forth below, is Four Hundred Eighty Six Thousand Four Hundred and Thirteen Dollars and Sixty Six cents (\$486,413.66). Fifteen (15) days prior to construction, Developer or Subsequent Developer/Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Developer or Subsequent Developer/Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Developer or Subsequent Developer/Owner in writing as soon as practicable. In turn, Developer or Subsequent Developer/Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Developer or Subsequent

Developer/Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Developer or Subsequent Developer/Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the ultimate residential lot Owner and or the ultimate residential lot Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of the ultimate residential lot Owner and/or the ultimate residential lot Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then the ultimate residential lot Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Developer or Subsequent Developer/Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Developer or Subsequent Developer/Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Developer or Subsequent Developer/Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever

possible. The City may require that these services be located on the same side of the building as the electric or water service.

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

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

11. Developer or Subsequent Developer/Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Developer or Subsequent Developer/Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in

the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

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

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

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

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEESBURG

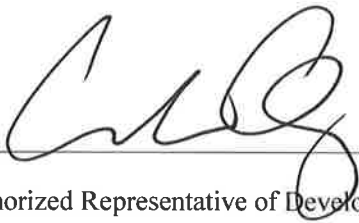
BY: _____
James A. Burry, Jr. Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: Andrew Drosz

Title: Authorized Representative

Schedule "A"

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING EAST OF COUNTY ROAD NO. 33, AND THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING WEST OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE), ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 399, PAGE 942, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN SOUTH 89°35'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 35, 37.65 FEET; THENCE NORTH 18°16'30" WEST FOR 497.41 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 83°11'00" EAST FOR 300 FEET; THENCE NORTH 06°49' EAST FOR 274.59 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SUNSHINE STATE PARKWAY; RUN THENCE NORTH 43°58' WEST ALONG SAID RIGHT OF WAY FOR 516.25 FEET; THENCE SOUTH 06°49' WEST FOR 600.94 FEET; THENCE SOUTH 83°11'00" EAST FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 34-20-24-0004-000-00800
34-20-24-0004-000-00902
35-20-24-0002-000-01500
35-20-24-0003-000-00501
34-20-24-0004-000-00900
34-20-24-0004-000-00901

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: May 13, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Palms Land Holdings, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Lake Denham Townhomes; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Palms Land Holdings, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Palms Land Holdings, LLC, for the development known as Lake Denham Townhomes, pursuant to the terms of the Gas Service Agreement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds prior to starting the project totaling \$65,896.68 in an escrow account for the 33 units planned which will fully fund this project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1564943 & 1564948

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
PALMS LAND HOLDINGS, LLC, FOR THE PURPOSE OF SETTING FORTH
THE TERMS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS LAKE DENHAM
TOWNHOMES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Palms Land Holdings, LLC, for the purpose of setting forth the terms under which the City will provide natural gas service to the development known as Lake Denham Townhomes.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of February, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Palms Land Holdings LLC, a Delaware limited liability company, 1275 W Granada Blvd Suite 3B, Ormond Beach, Florida, 32174 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

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

See Schedule "A" attached hereto

Parcel Identification Number(s): 02-20-24-0010-F01-00000

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

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

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

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

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

such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (33) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, and natural gas stove, and natural gas dryer.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Sixty Five Thousand Eight Hundred Ninety Six dollars and Sixty Eight cents (\$65,896.68). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within thirty (30) days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

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

Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

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

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

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

paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

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

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

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

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

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

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

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

PALMS LAND HOLDINGS LLC, a Delaware limited liability company

BY: M. Hagan
Printed Name: **MAC HAGAN**
Title: **P.M.**

SCHEDULE "A"

BEGIN AT THE NORTHEAST CORNER OF TRACT "F-1" (FUTURE USE), LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE S25°03'33"E ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, A DISTANCE OF 439.70 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "F-1", ALSO BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2604, PAGE 954, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°16'59"W ALONG SAID SOUTH LINE A DISTANCE OF 416.36 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "F-1" AND BEING A POINT ON THE EAST LINE OF A CONSERVATION EASEMENT TRACT "W-1" OF SAID LAKE DENHAM ESTATES PHASE I, ALSO BEING THE WEST LINE OF SAID TRACT "F-1"; THENCE ALONG SAID WEST LINE THE FOLLOWING 8 COURSES AND DISTANCES: (1) N09°47'10"W A DISTANCE OF 91.94 FEET; (2) N72°32'19"W A DISTANCE OF 44.71 FEET; (3) N24°04'08"W A DISTANCE OF 40.73 FEET; (4) N77°43'11"W A DISTANCE OF 38.42 FEET; (5) N09°48'36"W A DISTANCE OF 34.35 FEET; (6) N64°54'16"W A DISTANCE OF 90.92 FEET; (7) N51°48'42"W A DISTANCE OF 106.33 FEET; (8) N87°35'44"W A DISTANCE OF 100.21 FEET TO A POINT ON THE EAST LINE OF STORMWATER DRAINAGE EASEMENT, TRACT S-1" OF SAID LAKE DENHAM ESTATES PHASE I; THENCE N00°43'01"E ALONG SAID EAST LINE A DISTANCE OF 29.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT "F-1"; THENCE S89°16'59"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF ARMOYAN BOULEVARD A DISTANCE OF 651.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

(Attached)

5

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: May 13, 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 13th day of May 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:

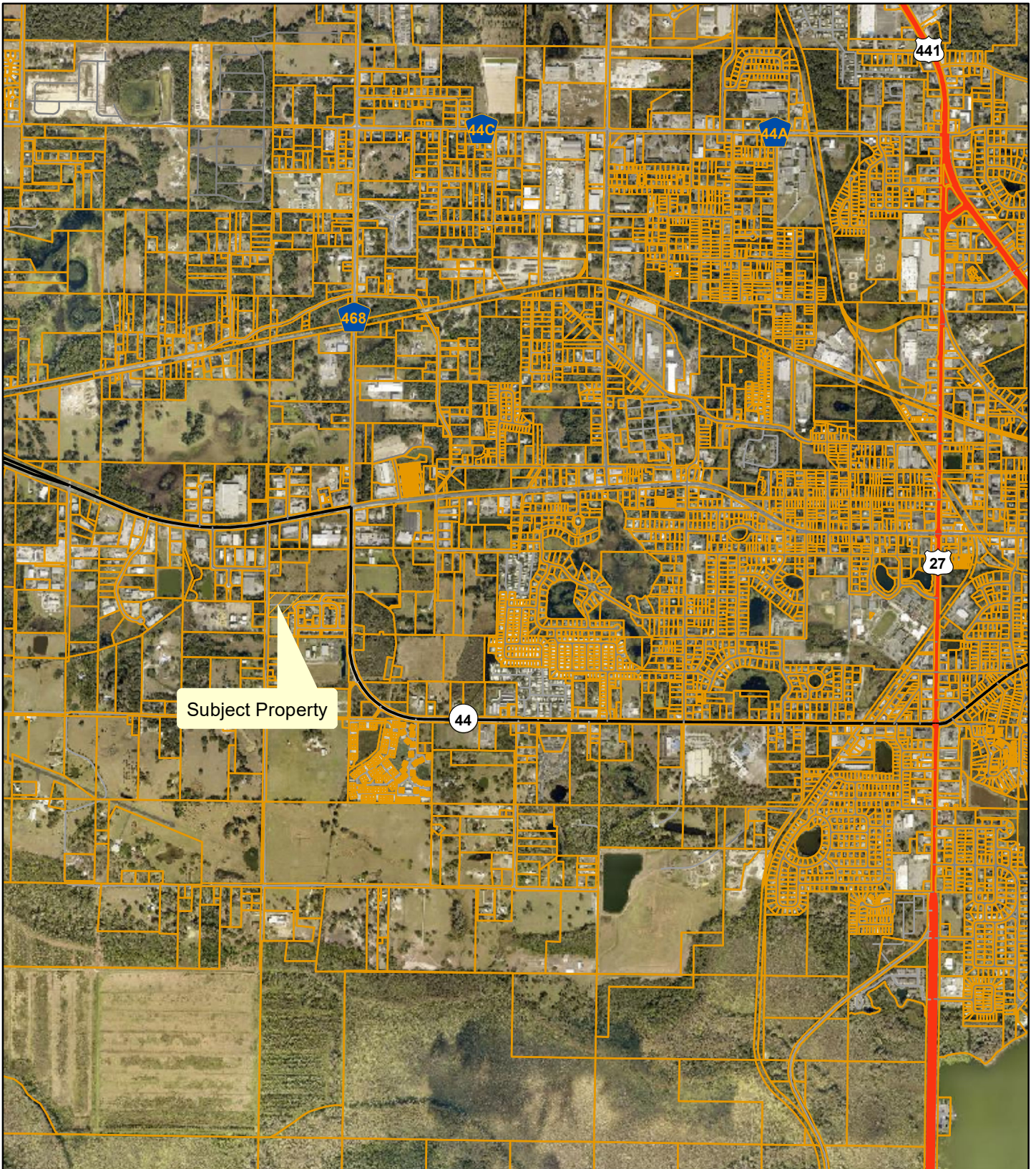
APPROVAL of the request for the following reason(s):

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.

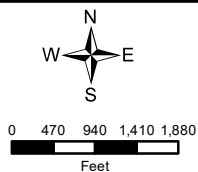
Action Requested:

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**

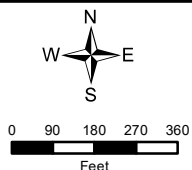


SSCP-24-27; CUP-24-28 Southwinds Phase III
400 Great Winds Drive, Leesburg, FL 34748
Alternate Key #: 3875225
Parcel #: 28-19-24-1500-00A-00000
February 1, 2024

Aerial

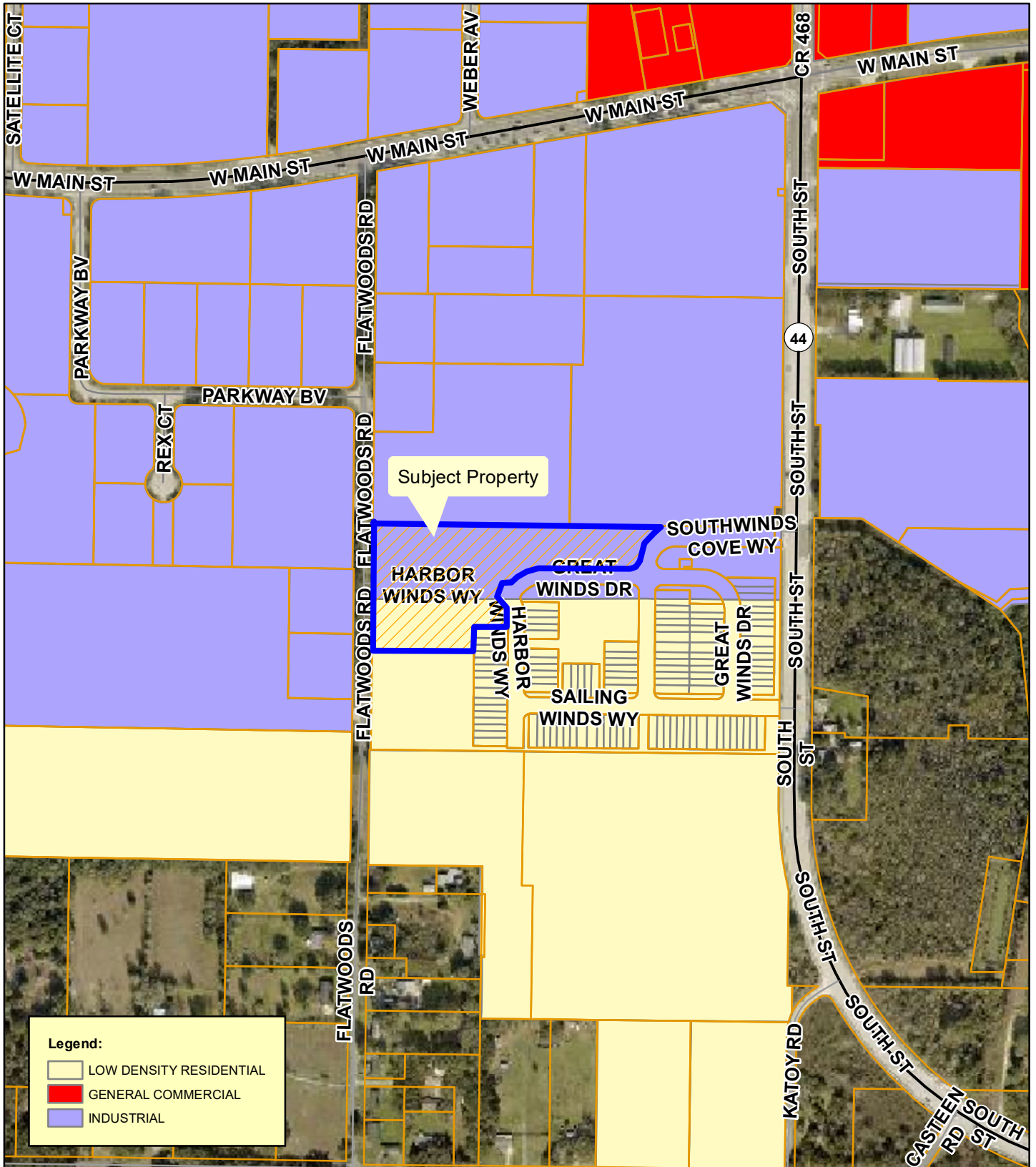


**Planning
& Zoning
Division**

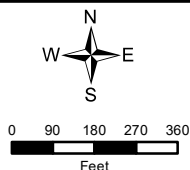


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Future Land Use



**Planning
& Zoning
Division**

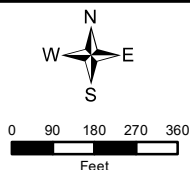


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

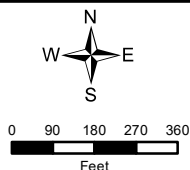


SSCP-24-27 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Surrounding Land Use

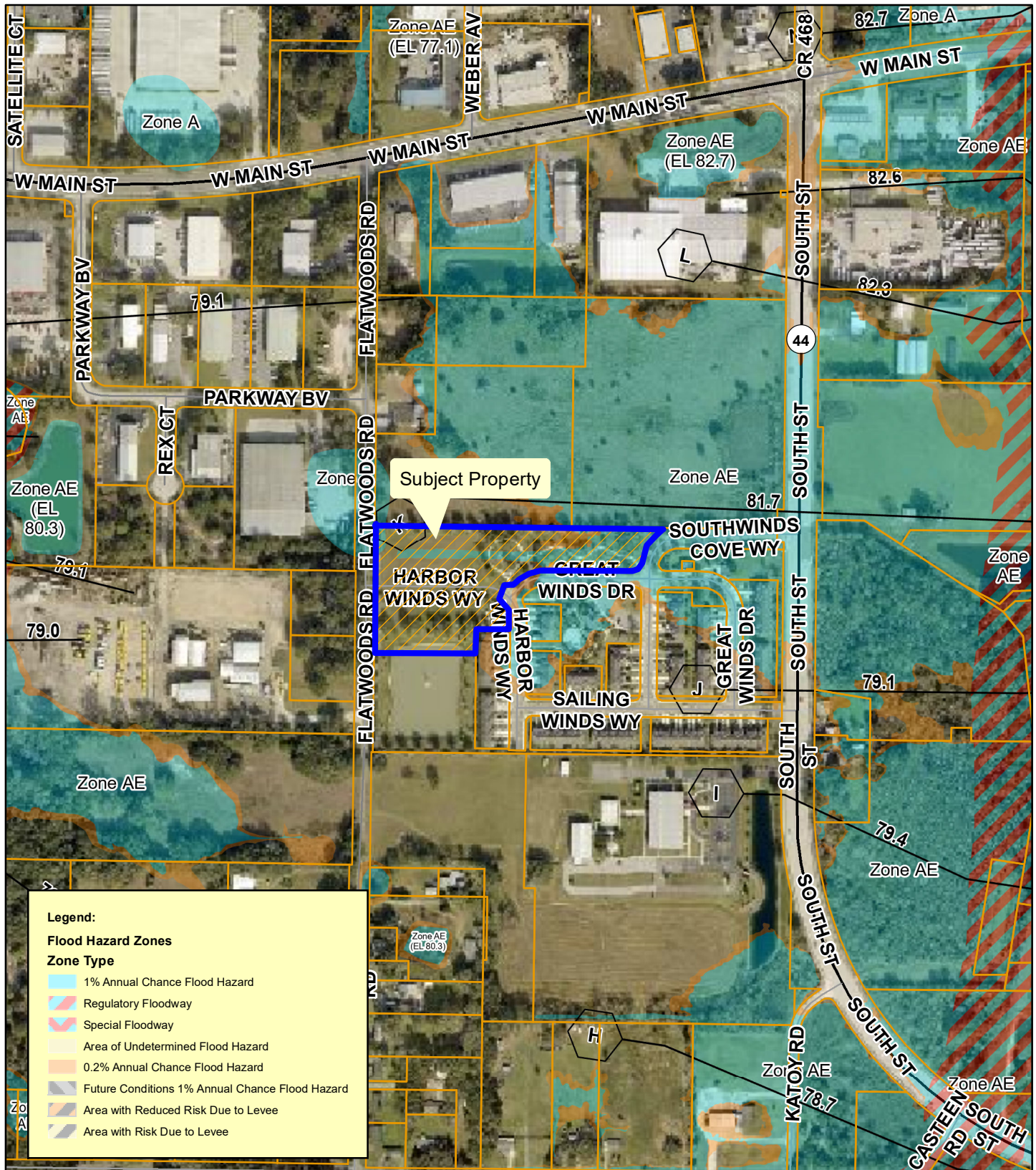


**Planning
& Zoning
Division**

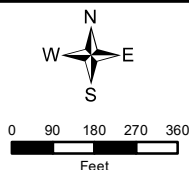


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Flood Zone



**Planning
& Zoning
Division**

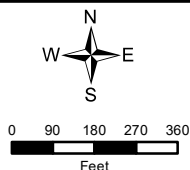


SSCP-24-27; CUP-24-28 Southwinds Phase III
 400 Great Winds Drive, Leesburg, FL 34748
 Alternate Key #: 3875225
 Parcel #: 28-19-24-1500-00A-00000
 February 1, 2024

Wetlands

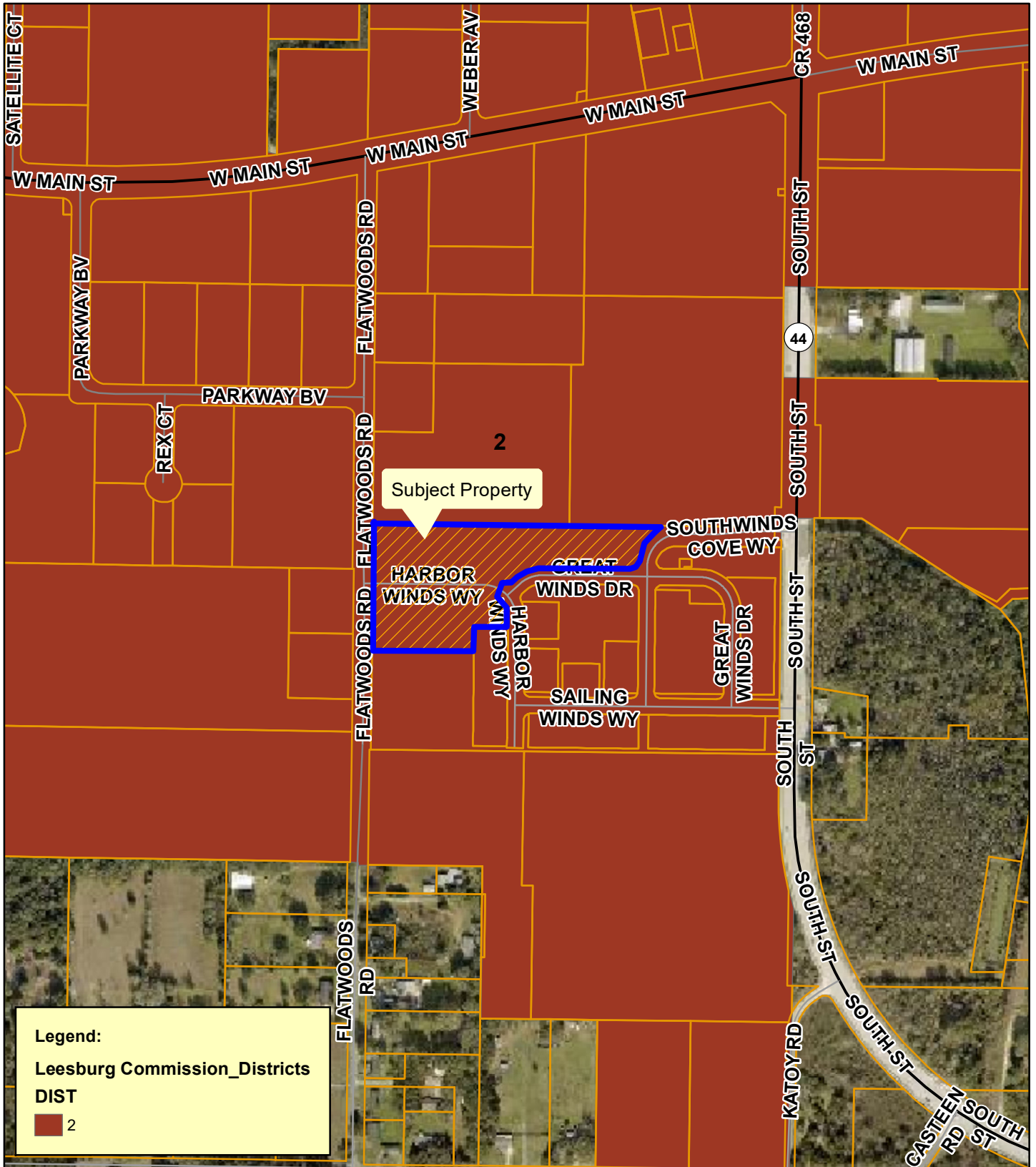


Planning & Zoning Division

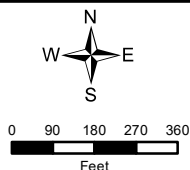


SSCP-24-27; CUP-24-28 Southwinds Phase III
400 Great Winds Drive, Leesburg, FL 34748
Alternate Key #: 3875225
Parcel #: 28-19-24-1500-00A-00000
February 1, 2024

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.A.2.

Meeting Date: May 13, 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 13th day of May 2024.

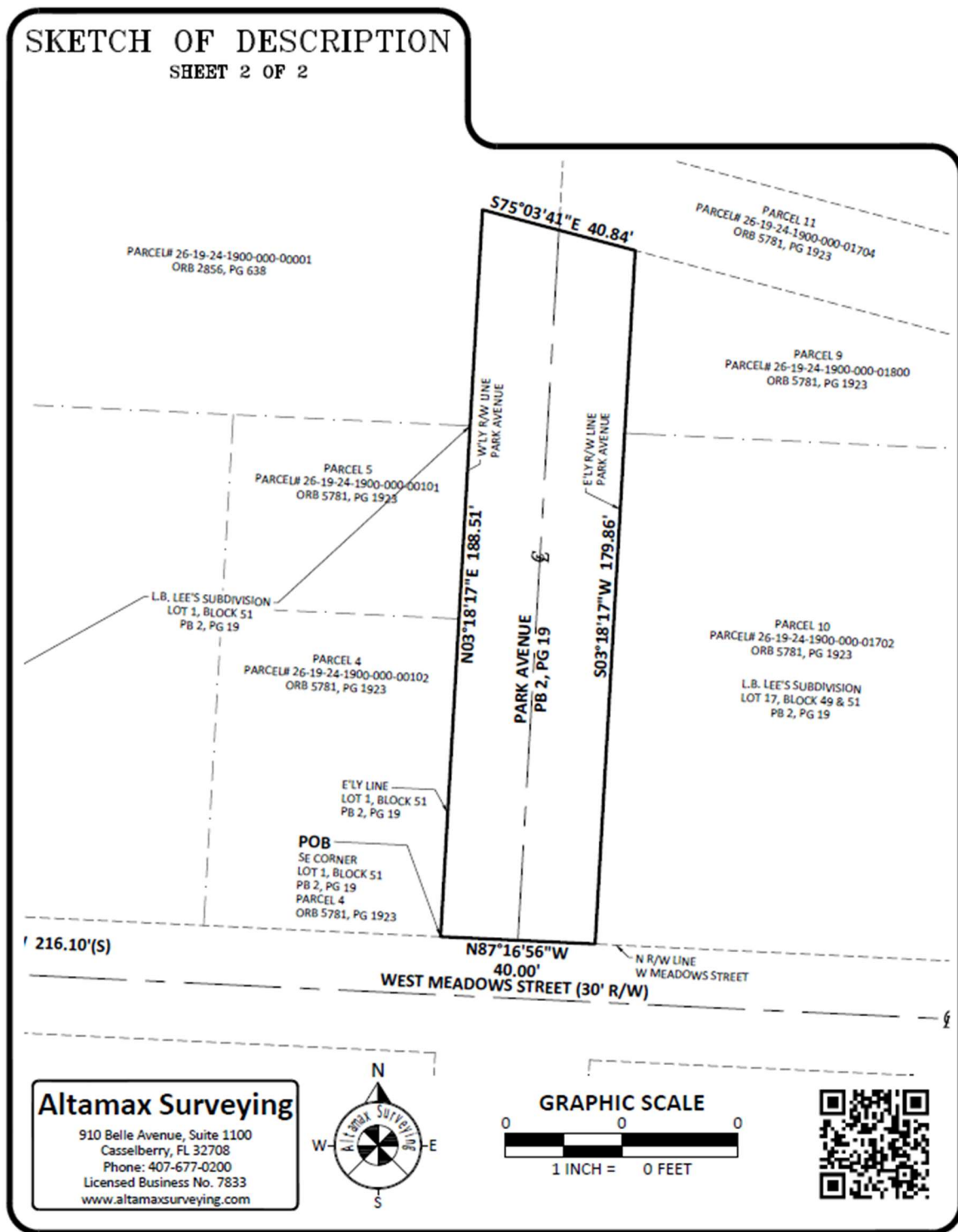
THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A – Sketch of Description for Partial Street Vacation



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: May 13, 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 13th day of May 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:

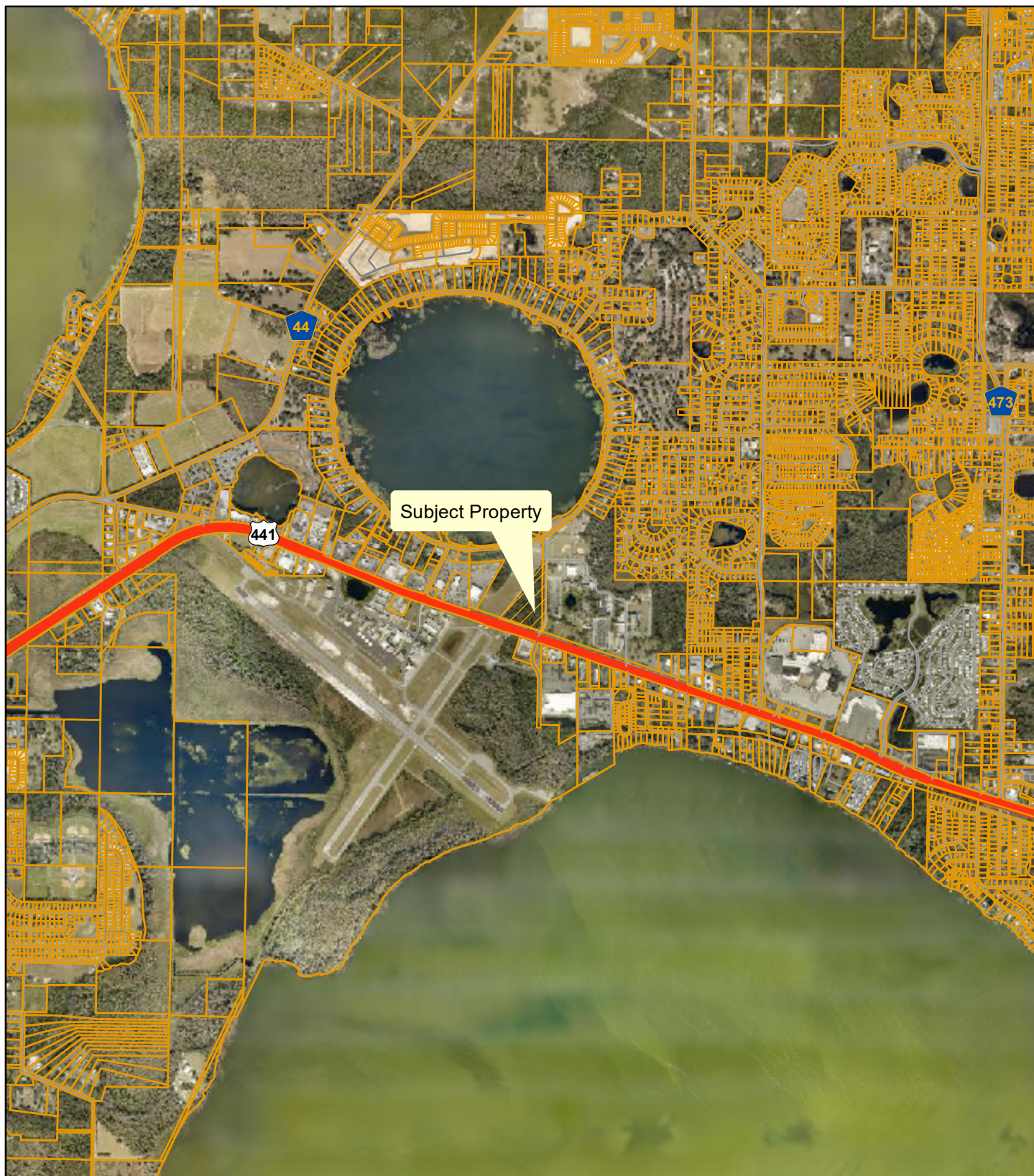
APPROVAL of the request **for the following reason(s):**

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.

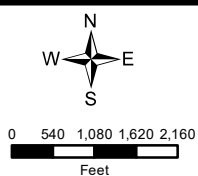
Action Requested:

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**

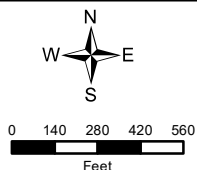


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Aerial

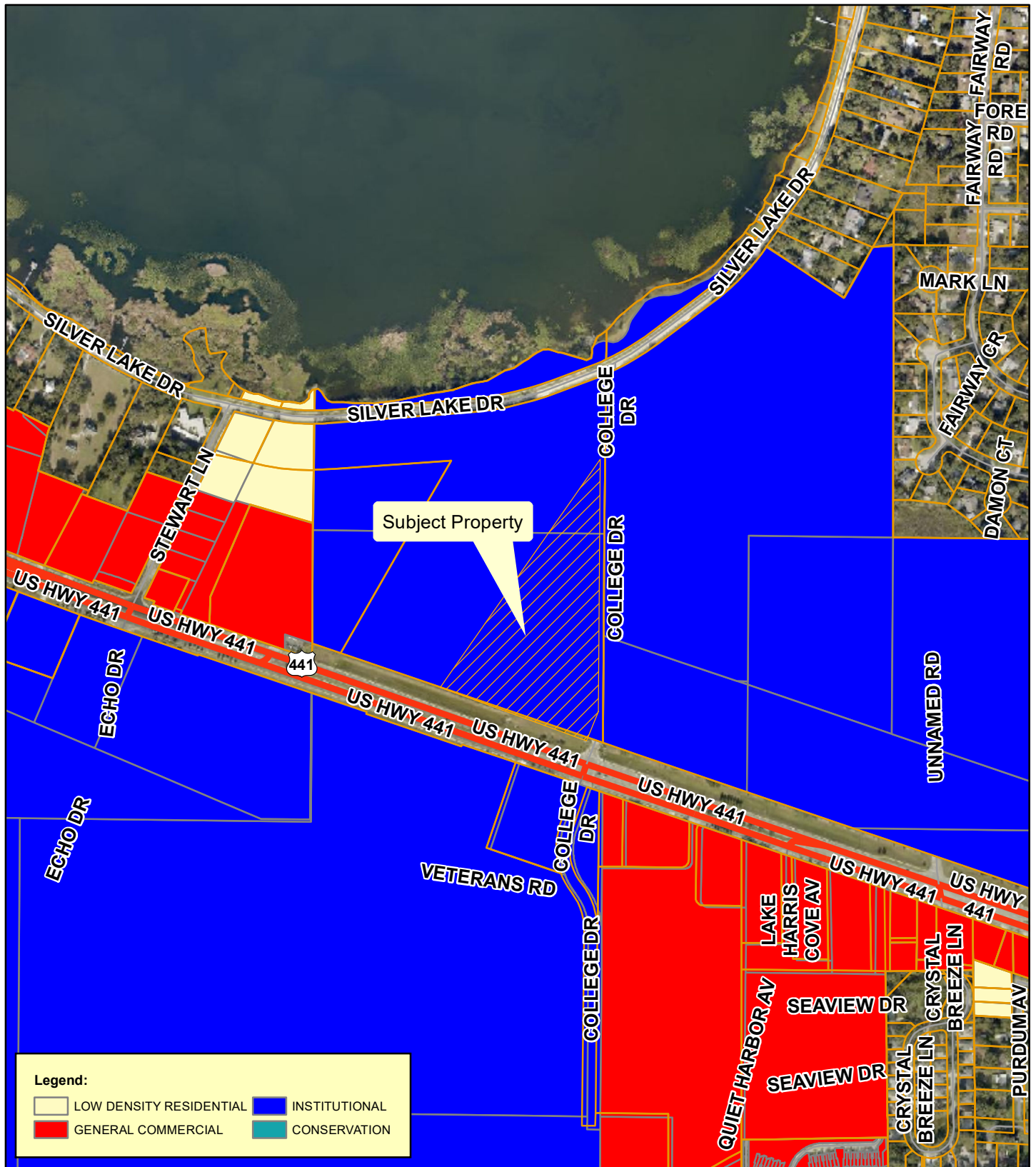


**Planning
& Zoning
Division**

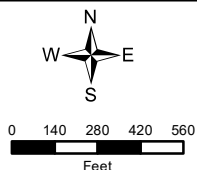


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Future Land Use



**Planning
& Zoning
Division**

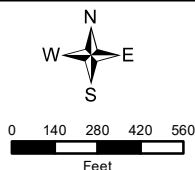


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Proposed Future Land Use



Planning
& Zoning
Division

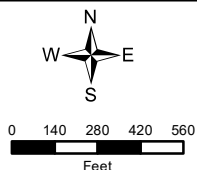


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

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.A.4.

Meeting Date: May 13, 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 13th day of May 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. Self-service 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.

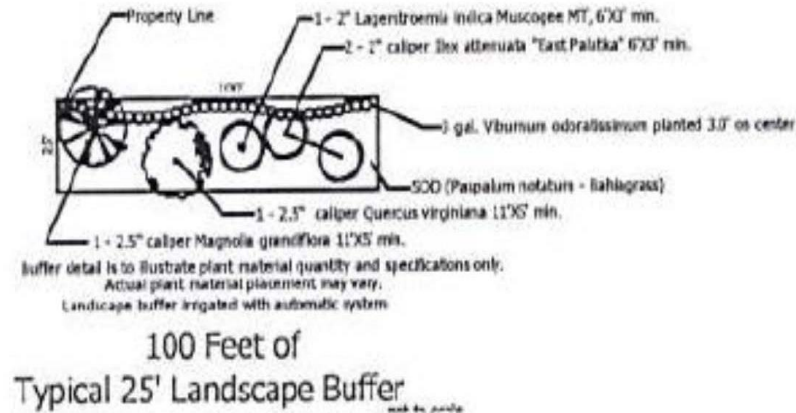
9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- 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

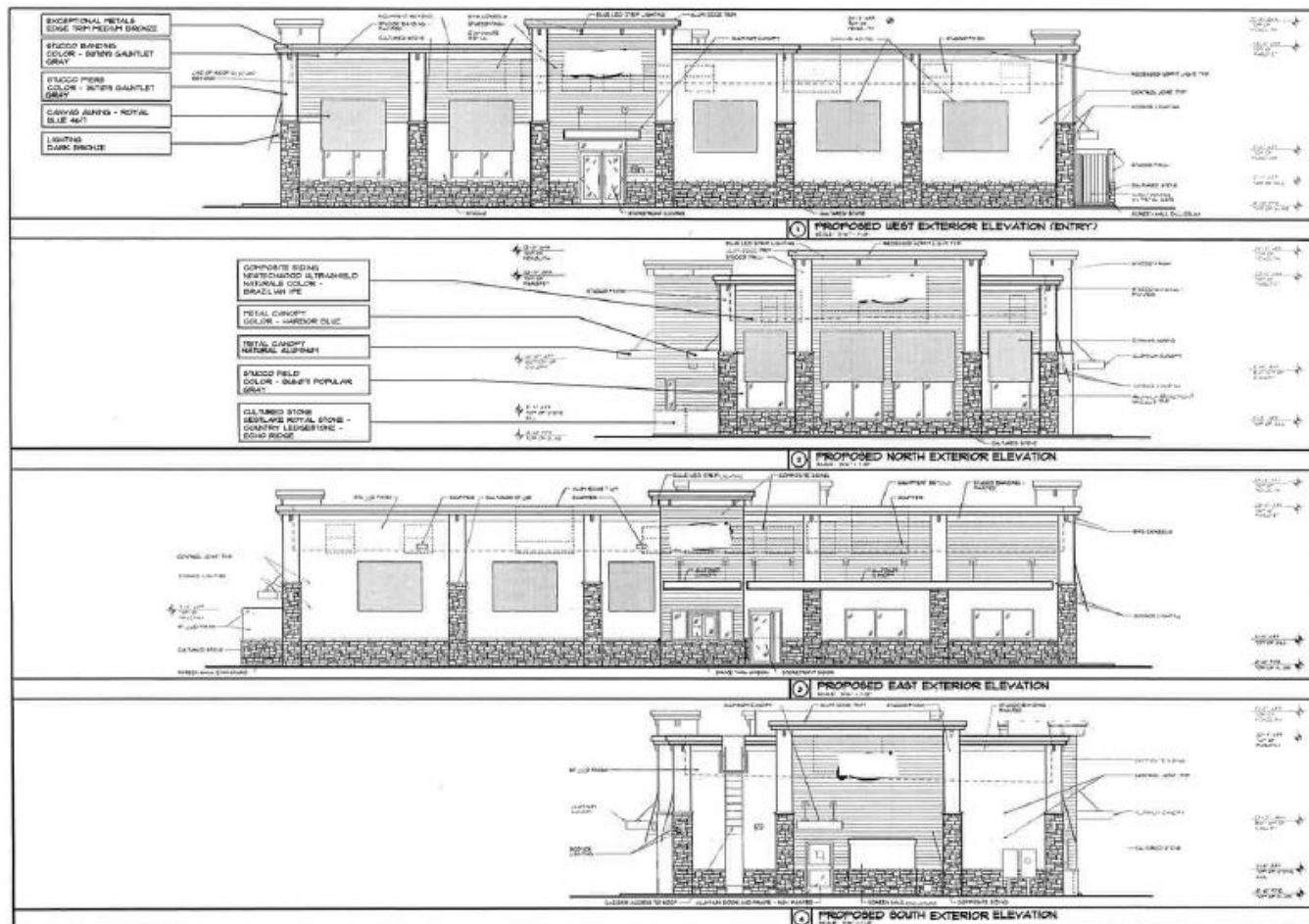
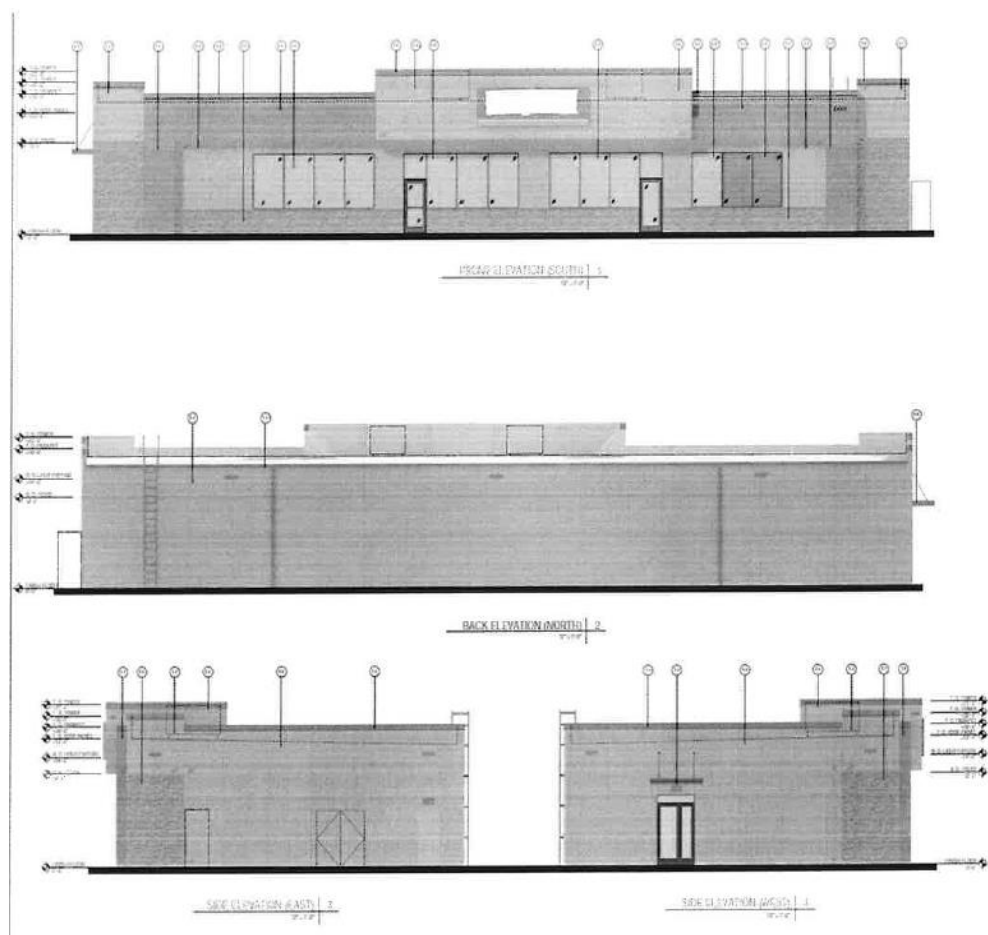


EXHIBIT D

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)

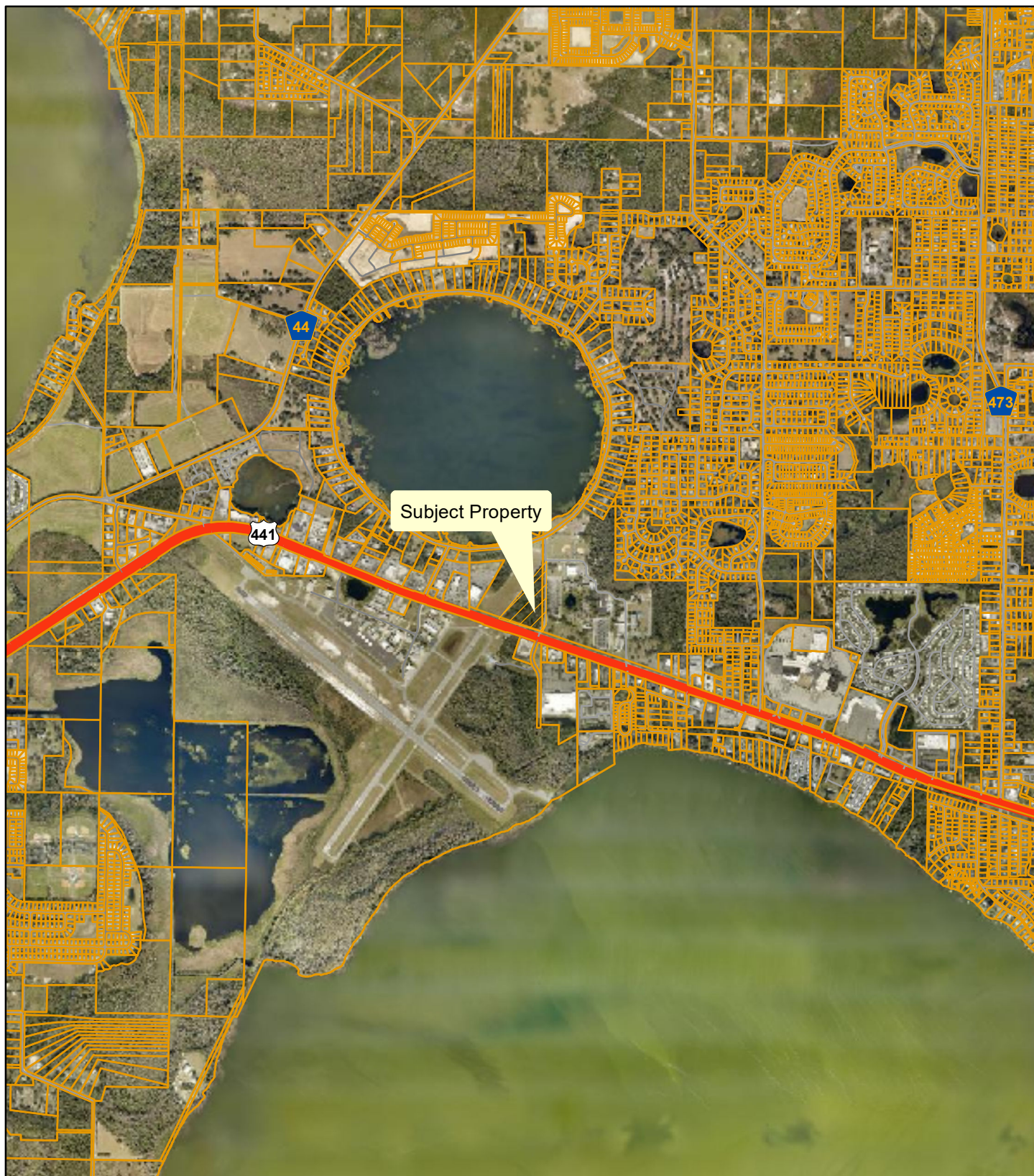
EXISTING LAND USE: Vacant

SURROUNDING EXISTING LAND USE:

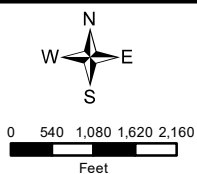
North – Vacant, Silver Lake
South – Airport, Restaurant, Commercial
East – Lake-Sumter State College
West – Commercial

PROPOSED LAND USE: Commercial uses including retail, restaurant, and indoor storage

Locator



**Planning
& Zoning
Division**

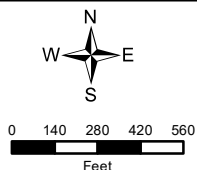


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Aerial

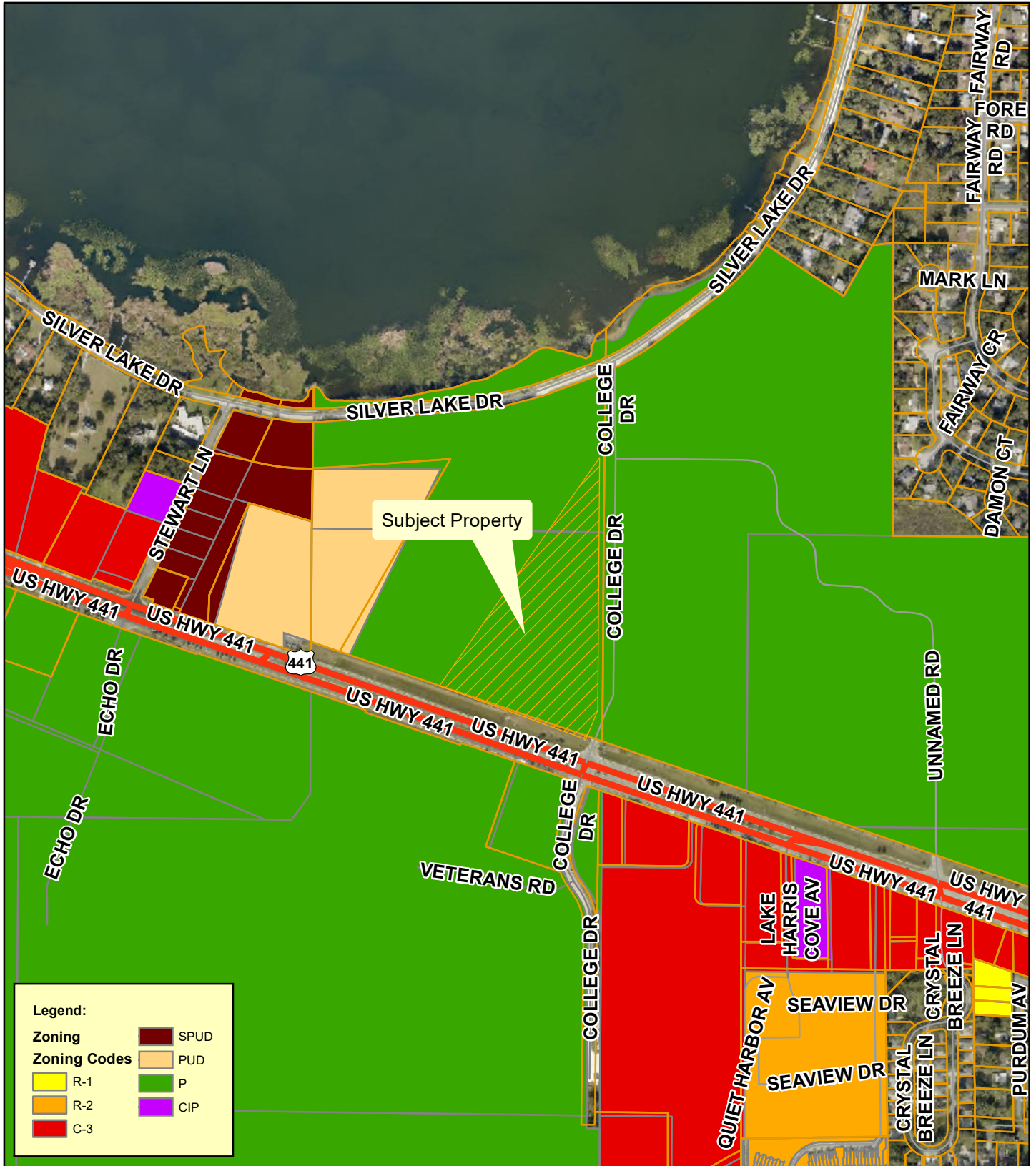


**Planning
& Zoning
Division**

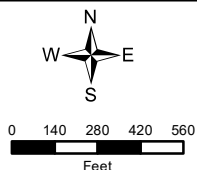


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Zoning

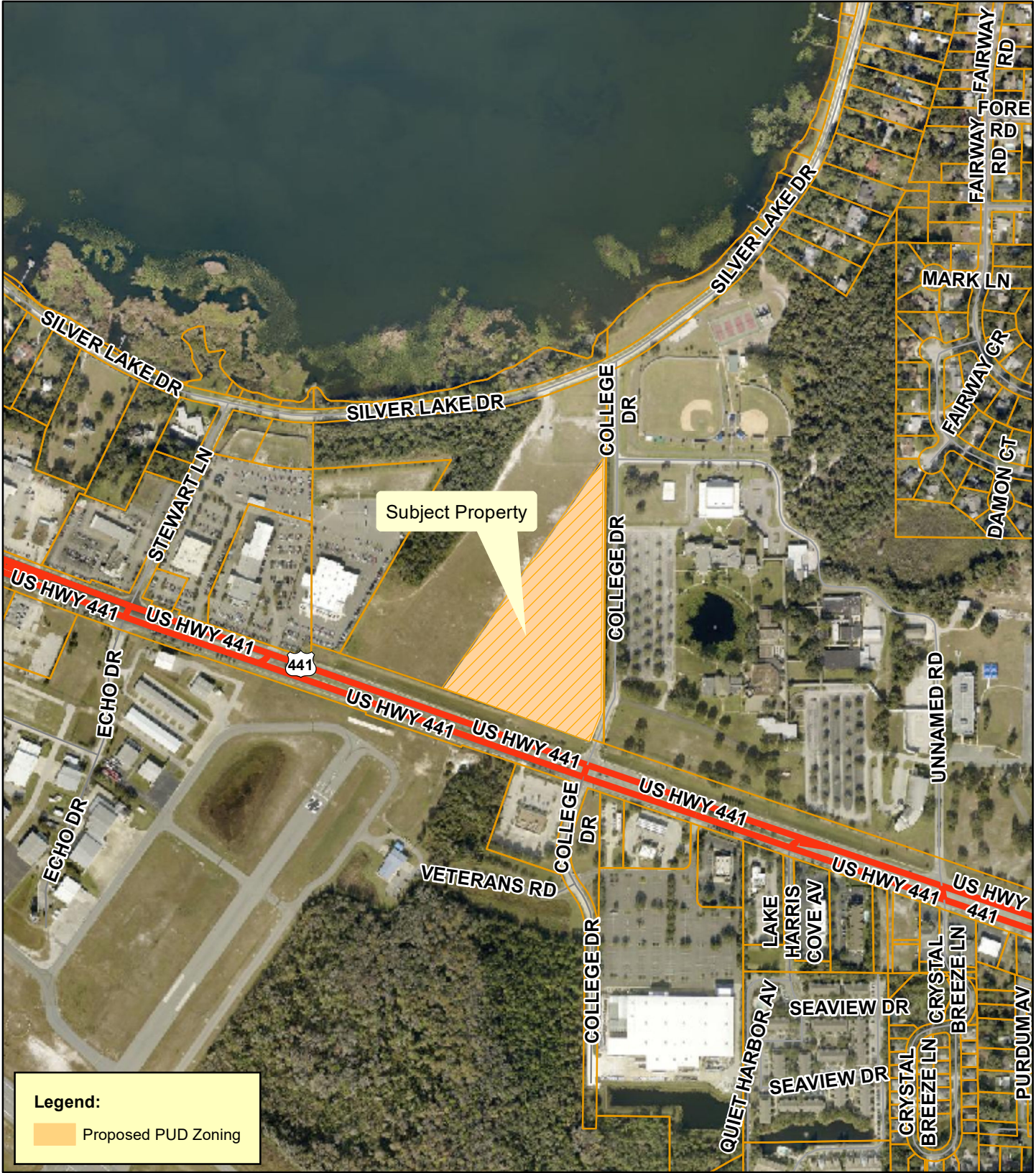


**Planning
& Zoning
Division**

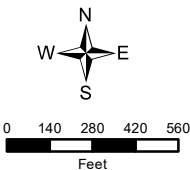


Silver Lake Commons
 AK#: Portion of 1507103
 Section 15, Township 19 South, Range 25 East
 February 16, 2024

Proposed Zoning



Planning
& Zoning
Division

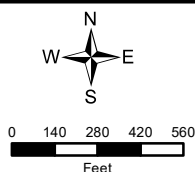


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Surrounding Property Uses



**Planning
& Zoning
Division**

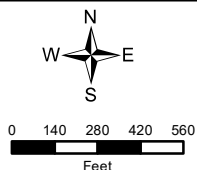


Silver Lake Commons (Airport Site)
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**

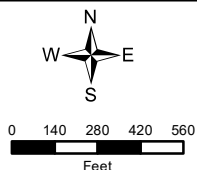


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

Commission District

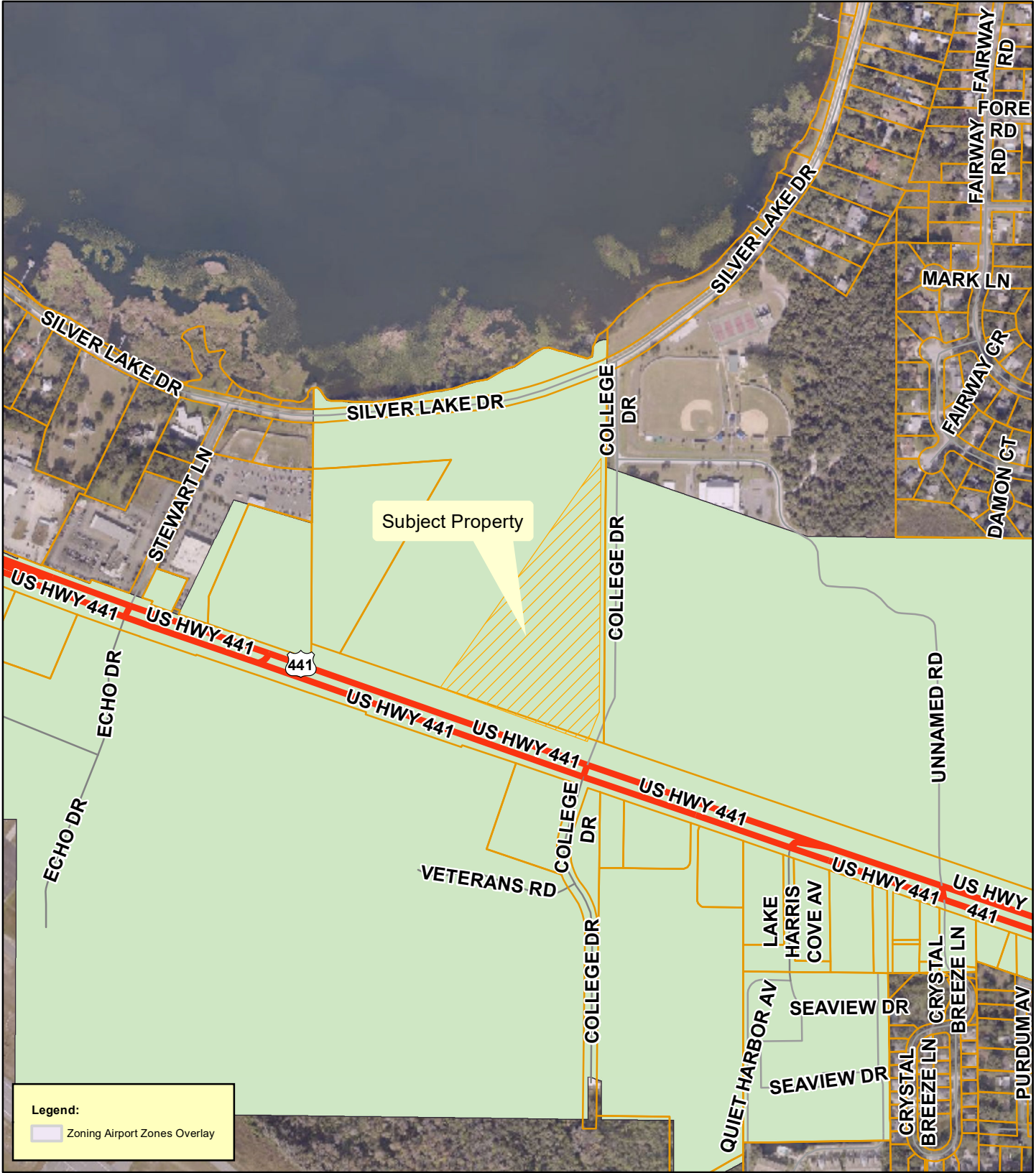


**Planning
& Zoning
Division**

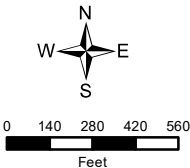


Silver Lake Commons
AK#: Portion of 1507103
Section 15, Township 19 South, Range 25 East
February 16, 2024

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.A.5.

Meeting Date: May 13, 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 in one ordinance for easier administration and consistency in order to serve property inside the City of the Leesburg that is developed by VLCProperty; 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 SanitationOwner'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 Franchise 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 WildwoodGibson 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 WildwoodGibson 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

Print Name: _____

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: _____
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®

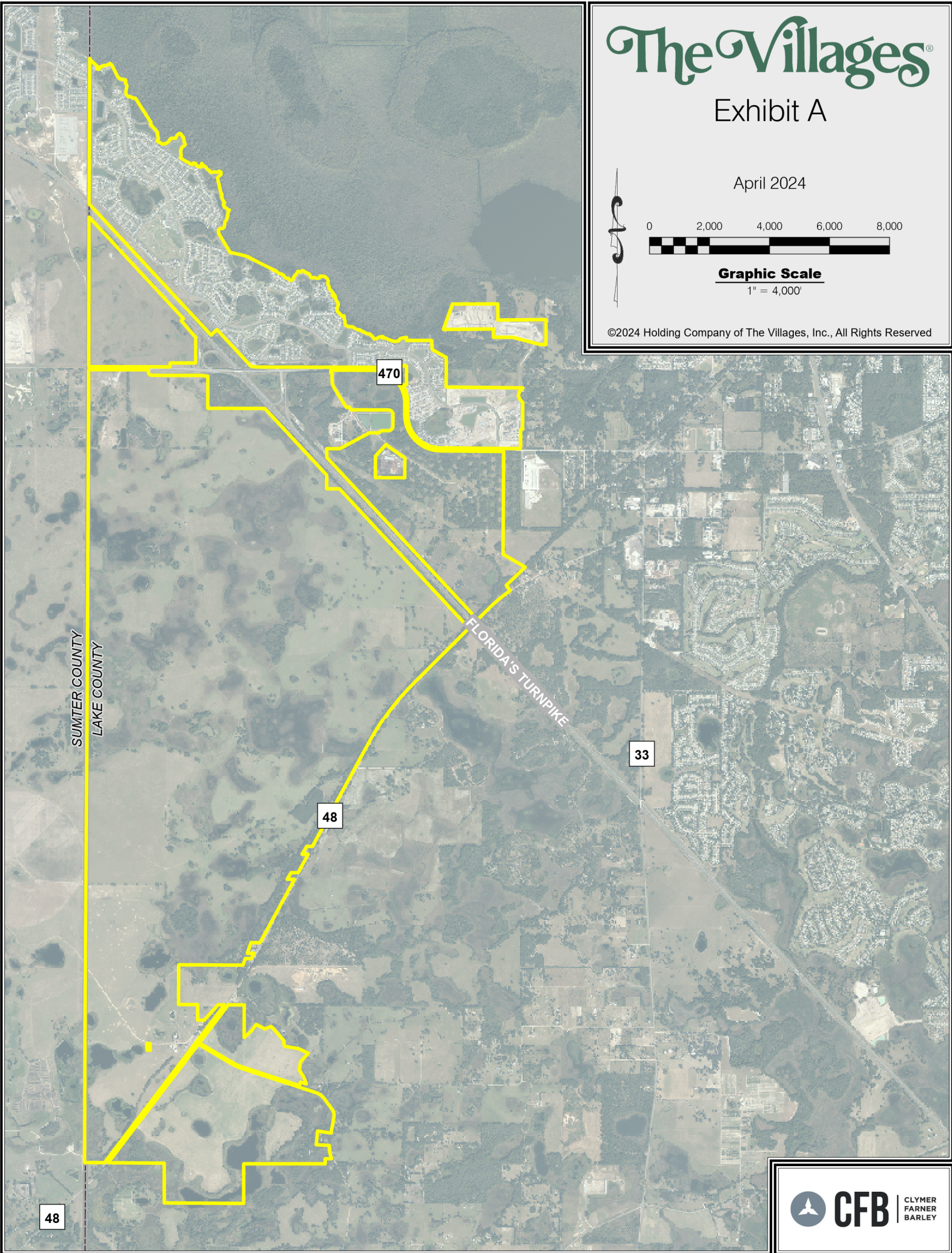
Exhibit A

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.A.6.

Meeting Date: May 13, 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®

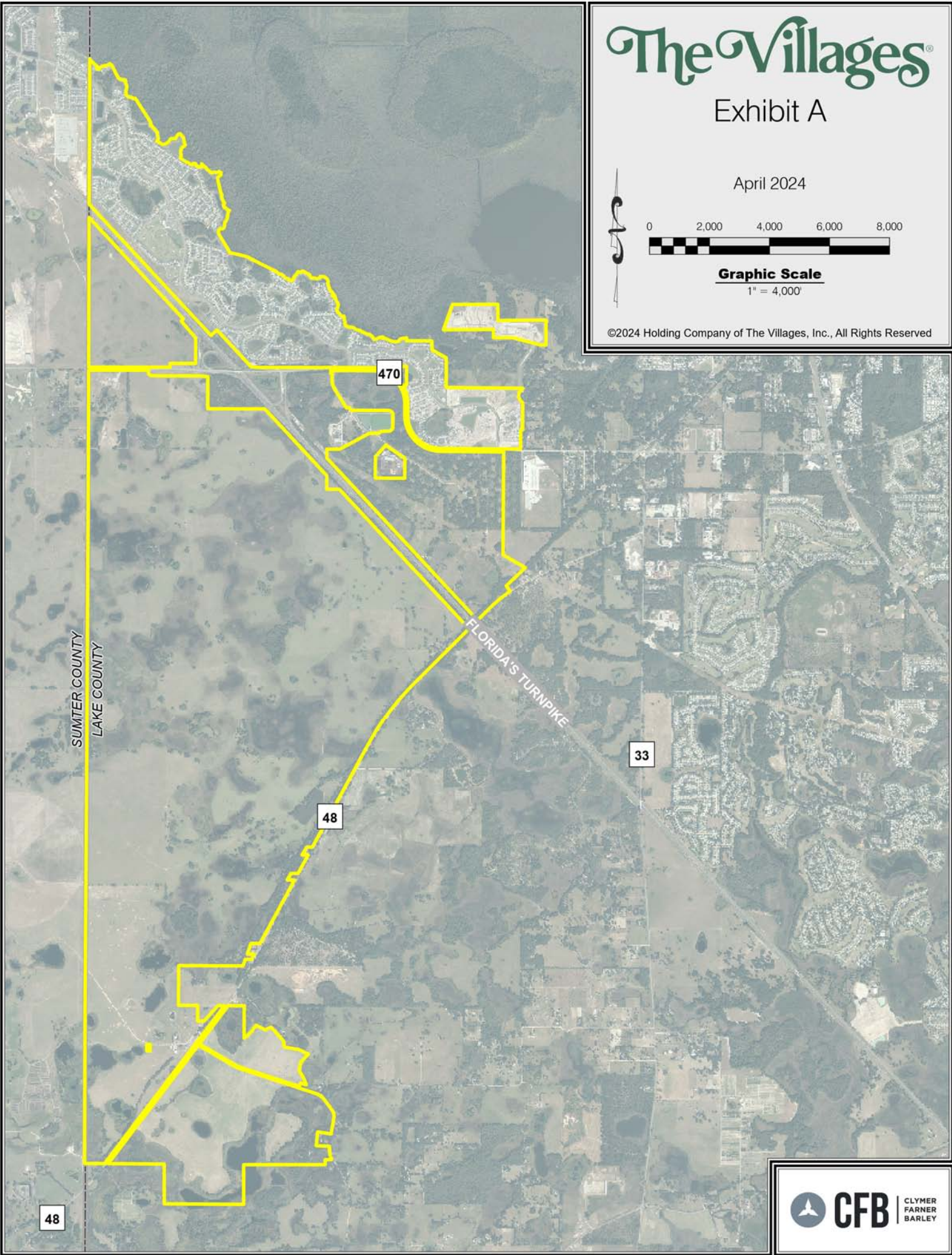
Exhibit A

April 2024



Graphic Scale
1" = 4,000'

©2024 Holding Company of The Villages, Inc., All Rights Reserved



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.A.7.

Meeting Date: May 13, 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 13th day of May 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.

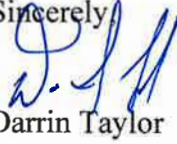
Enclosed is a clean version as well as a strike through edit version of the Agreements and revised Exhibits so you can easily review all changes.

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.

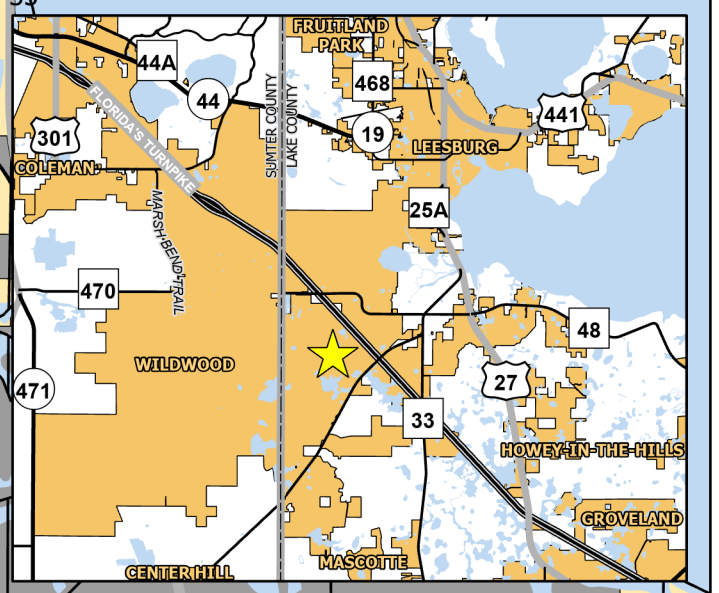
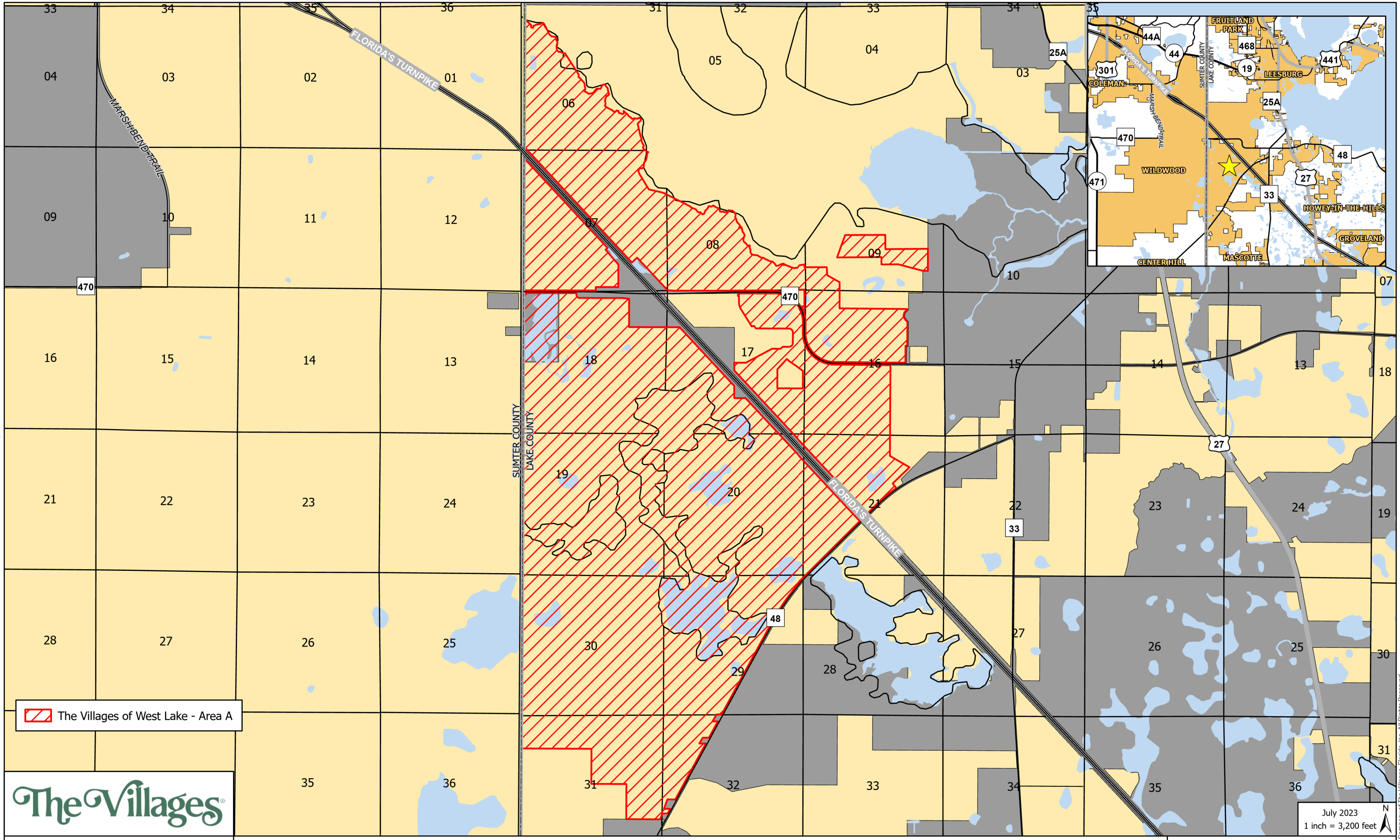
Sincerely,



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

EXHIBIT "1" SHEET 2 OF 67

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

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

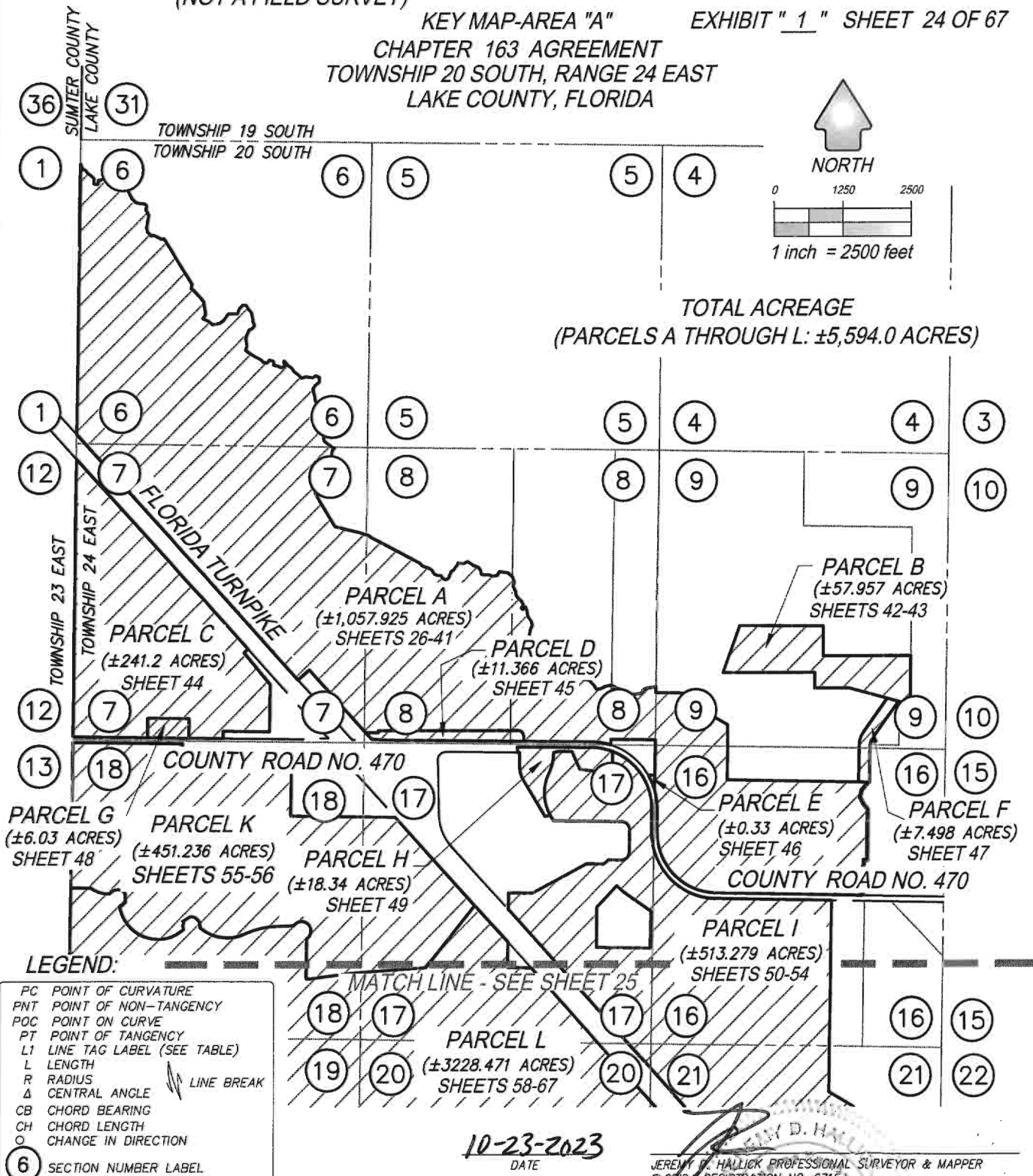


NORTH

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
- O 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
CLYMER
FARNER
BARLEY
SURVEYING

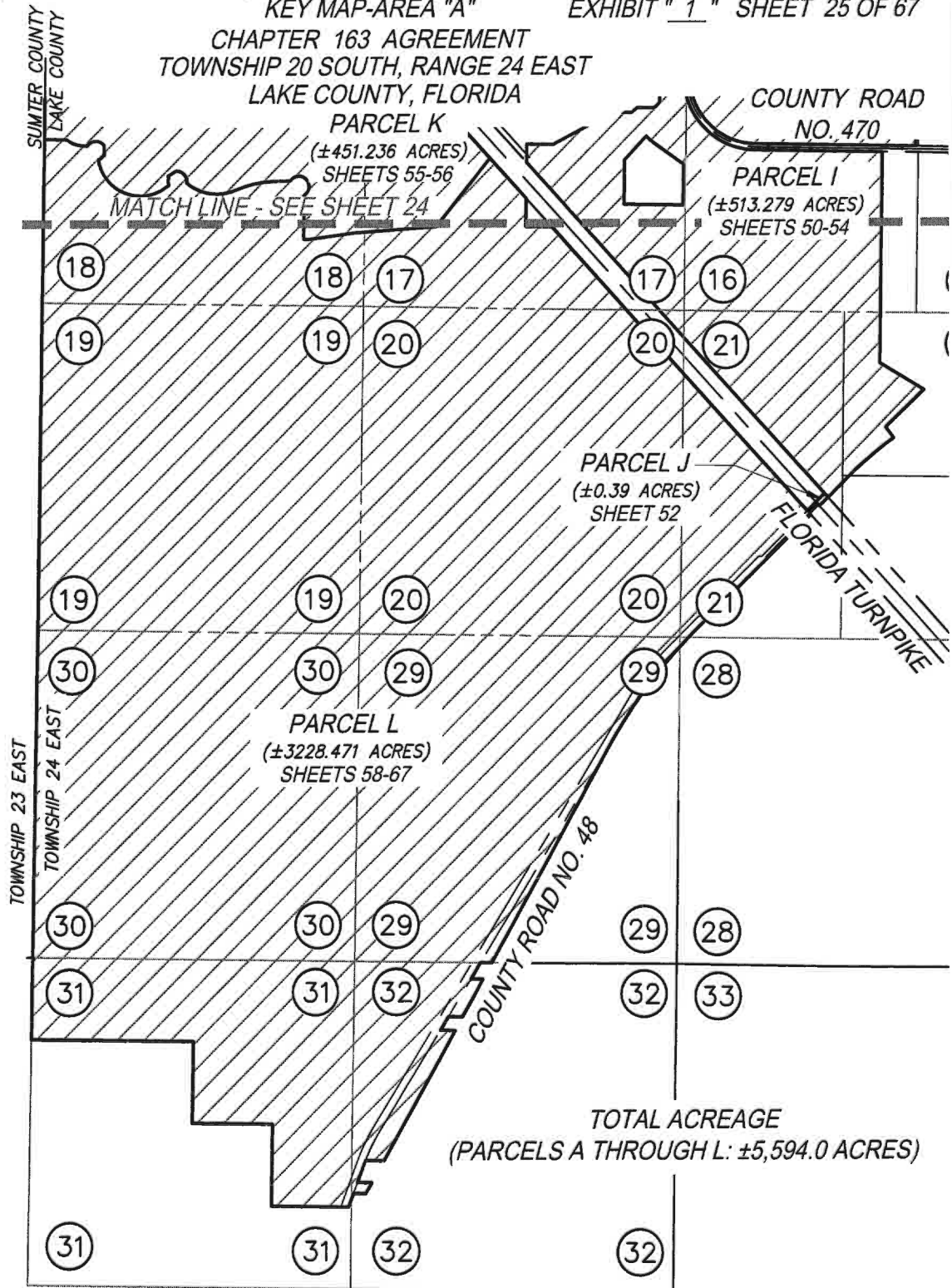
4450 NE 83RD ROAD - WILLOWOOD, FL 34765
(352) 748-3128 LBB469

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 | CLYMER
FARNER
BARLEY
SURVEYING

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

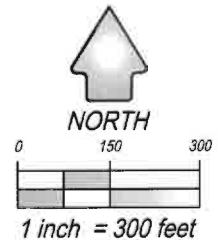
NORTHWEST 1/4 OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

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

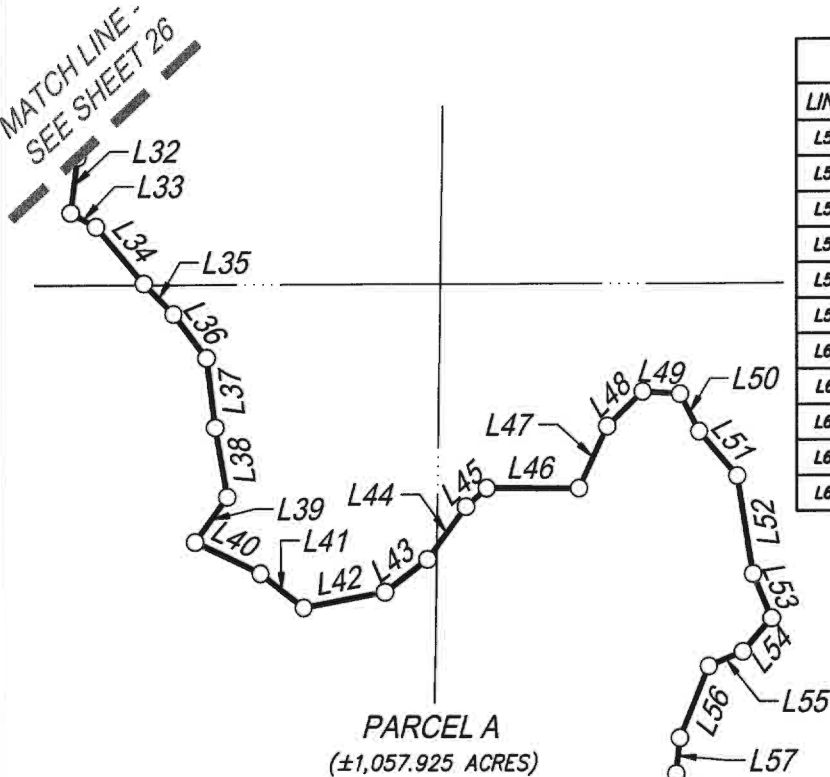
4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-5126 LB8498

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'

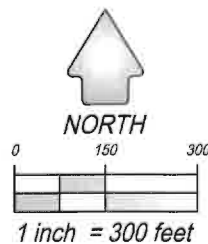
LINE TABLE		
LINE	BEARING	LENGTH
L65	N35°54'34"E	63.23'
L66	S74°27'55"E	81.89'
L67	S4°00'12"E	73.97'
L68	S80°14'56"E	67.06'
L69	S62°54'57"E	47.02'
L70	S80°58'05"E	47.16'
L71	N50°24'47"E	52.77'
L72	N16°30'08"W	34.10'
L73	N0°36'32"W	52.85'
L74	S40°59'45"E	106.23'
L75	S55°44'00"E	86.62'

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'



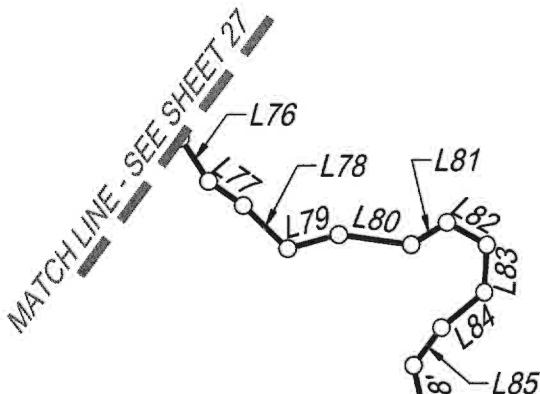
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP AND LEGEND
SEE SHEETS 26-67 FOR SKETCHES

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 DOWNS VOLUME 6 CH163 AREA A SHEETS 24-33 DOWNS SKETCH 10/16/2023 1:11 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 28 OF 67



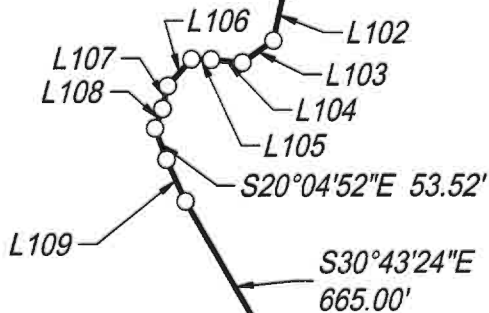
SOUTHEAST 1/4 OF
SECTION 6, TOWNSHIP 20
SOUTH, RANGE 24 EAST

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 1/4 OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

NORTH LINE OF THE
NORTHEAST 1/4 OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST



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'

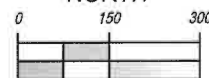
SOUTHWEST 1/4 OF
SECTION 5, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST CORNER OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST 1/4 OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST



NORTH



1 inch = 300 feet

SEE SHEETS 1-23 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: RBALHAGER

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

MATCH LINE - SEE SHEET 30

L118

L119

L120

L121

L122

NORTHEAST ¼ OF
SECTION 7, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHWEST ¼ OF
SECTION 8, TOWNSHIP 20
SOUTH, RANGE 24 EAST

PARCEL A
(±1,057.925 ACRES)

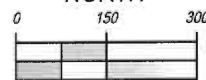
EAST ¼ CORNER OF SECTION 7,
TOWNSHIP 20 SOUTH, RANGE 24 EAST

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

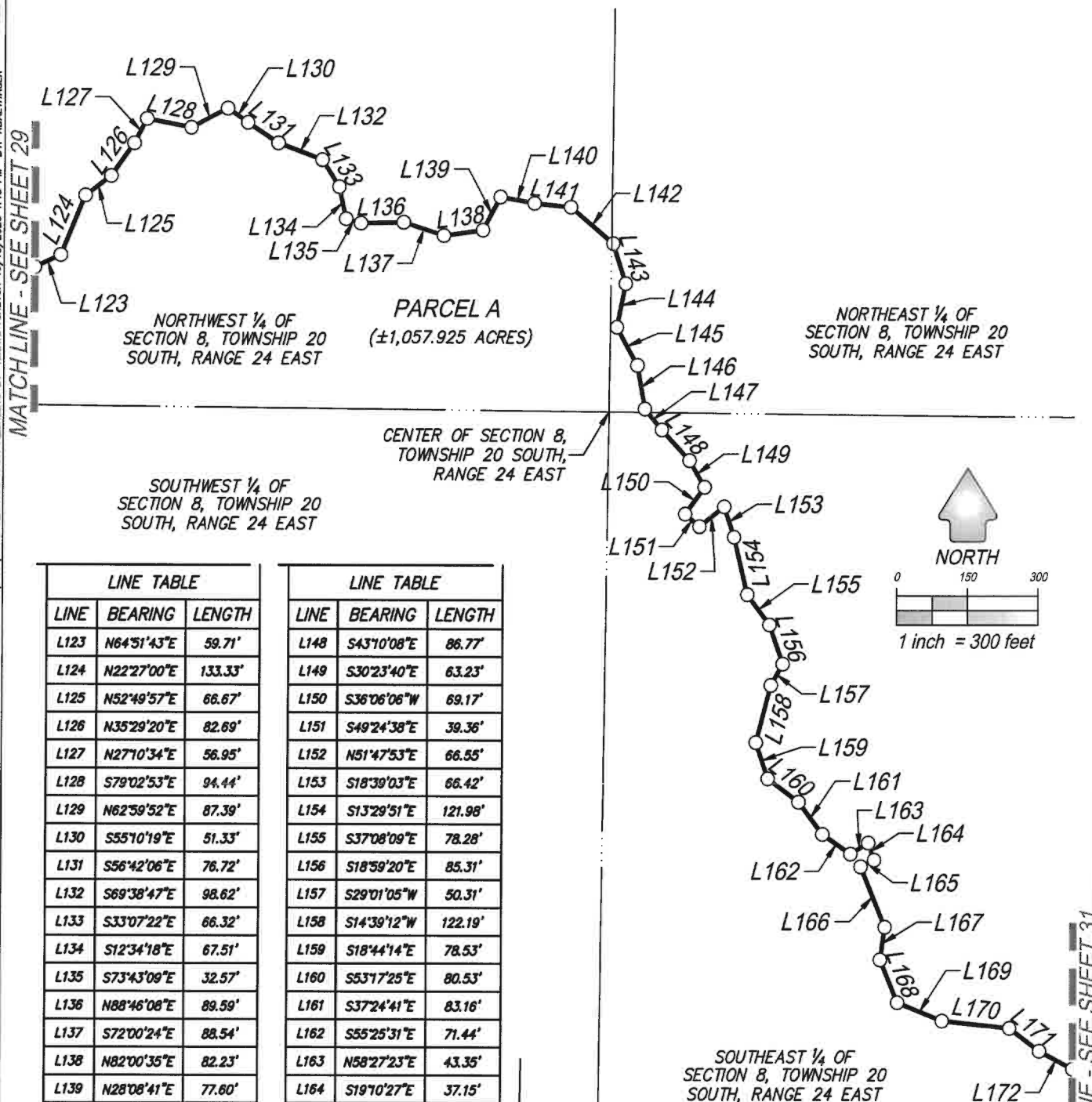
CLYMER
FARNER
BARLEY

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: RBLTHASER : 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

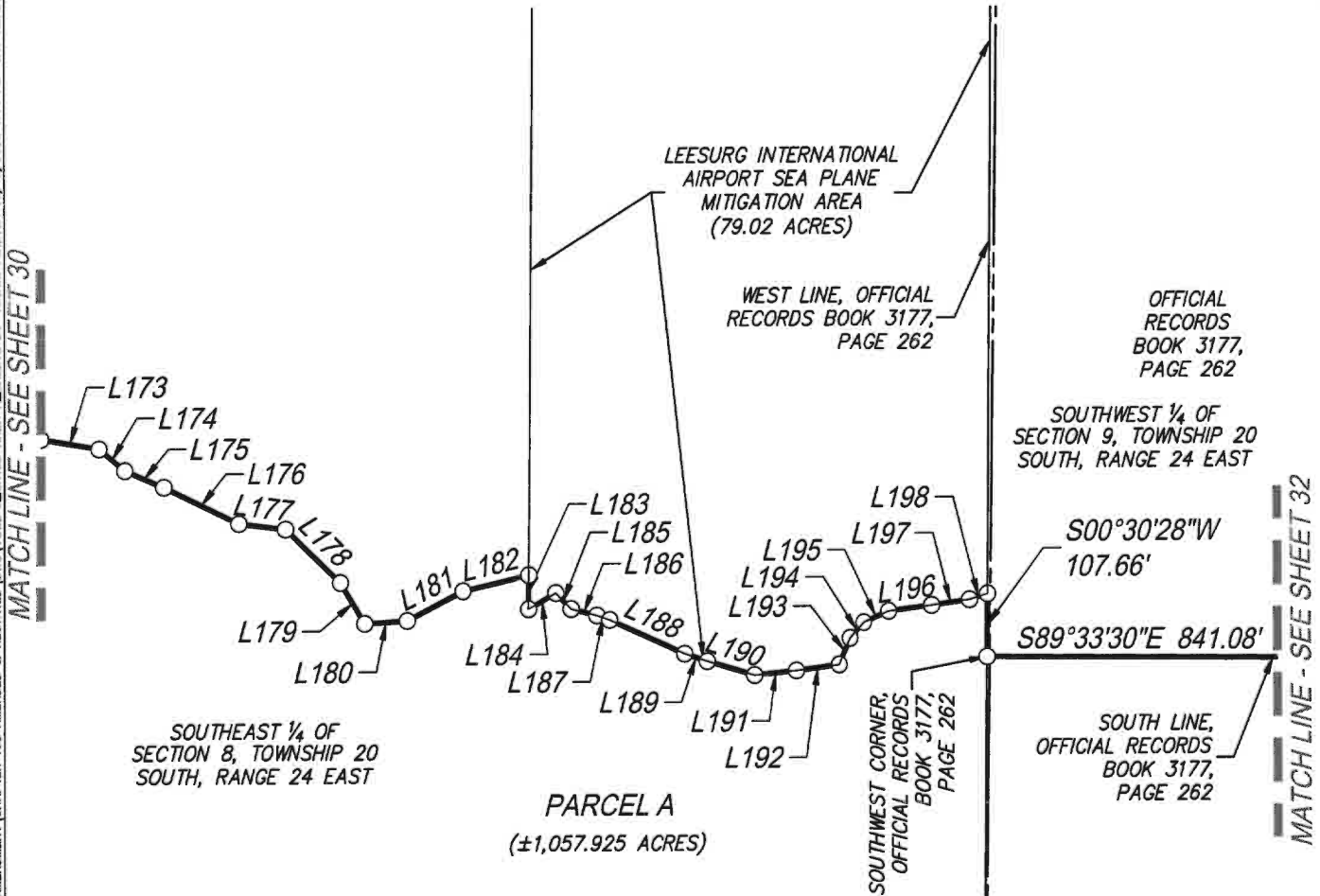
CLYMER
FARNER
BARLEY

4450 NE 83RD ROAD - WILLOWOOD FL 34785
(352) 749-3128 L88438

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)

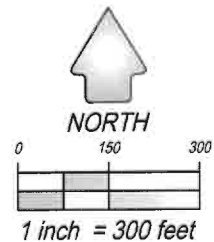
EXHIBIT " 1 " SHEET 31 OF 67



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

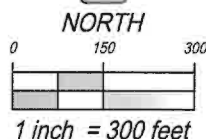
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LBB408

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

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 LBB#08

DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOLUME 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DING VOLUME 8 CH163 AREA 2 SHEETS 24-25 LONG: SKETCH 10/18/2023 1:16 PM BY: RBALTHASER
--- FBLPSM (255 Black).cld

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

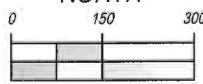
$N88^{\circ}56'30''W$ 2673.97'
COUNTY ROAD NO. 470

(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



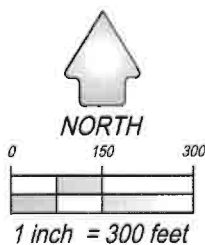
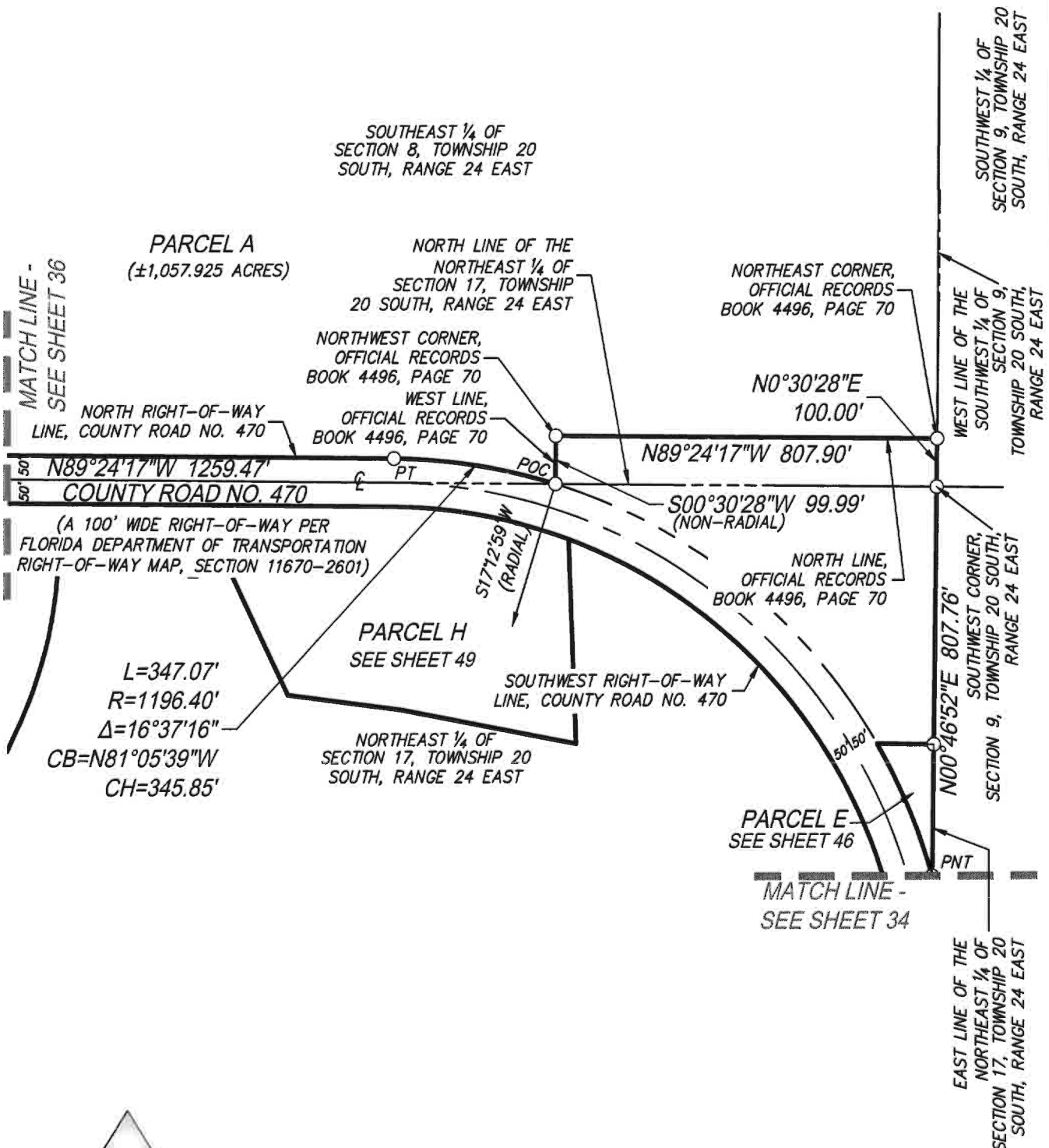
CFB | CLYMER
FARNER
BARLEY
SURVEYING

4430 NE 93RD ROAD • WILLOWOOD, FL 34785
(352) 746-3126 LB0406

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 1.884.068

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)

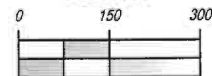
PARCEL H
SEE SHEET 49

NORTHWEST 1/4 OF
SECTION 17, TOWNSHIP 20
SOUTH, RANGE 24 EAST

NORTHEAST 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

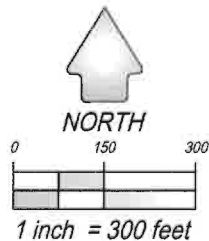
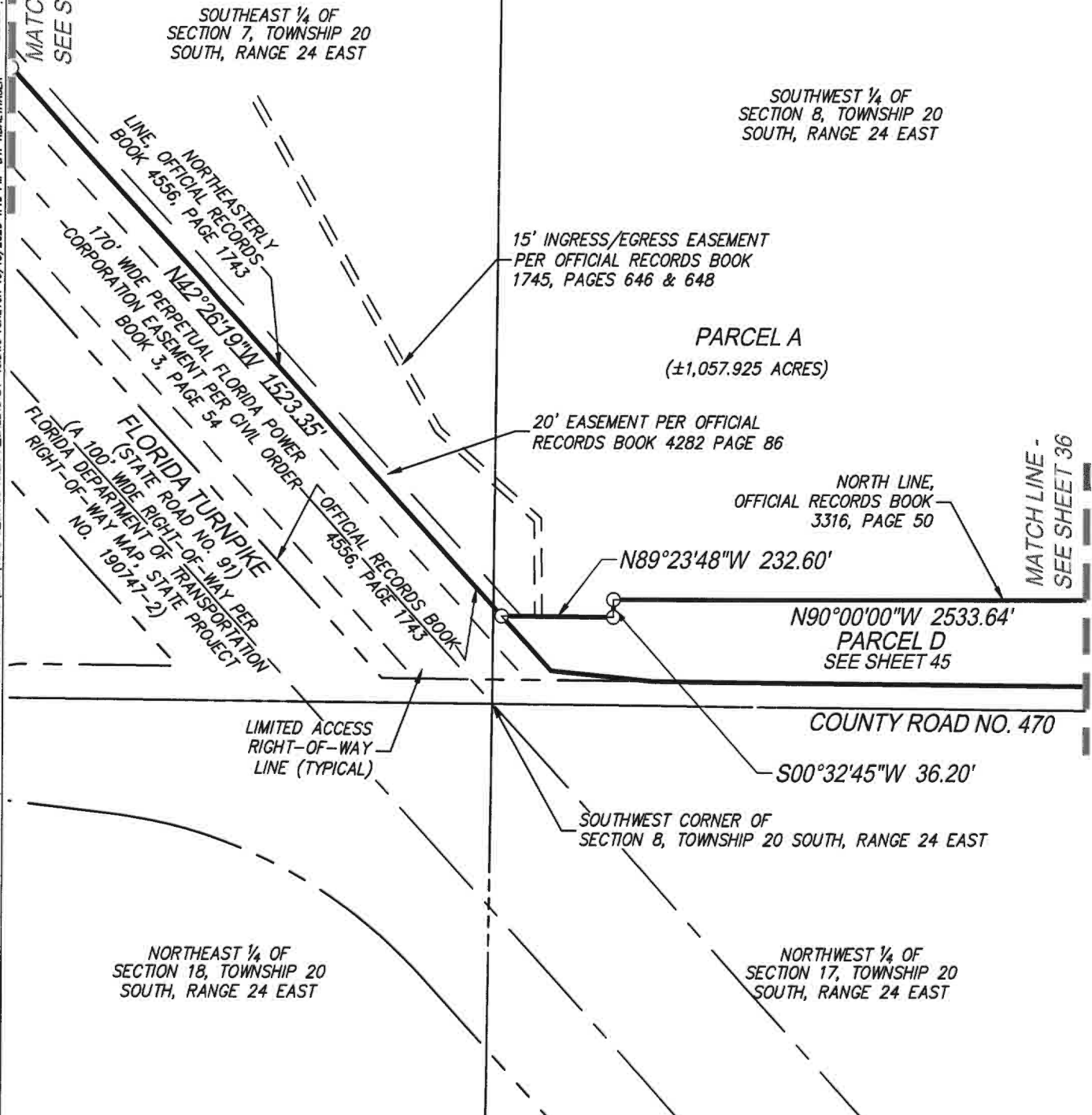
CLYMER
FARNER
BARLEY

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\DWG\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

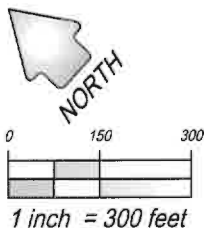
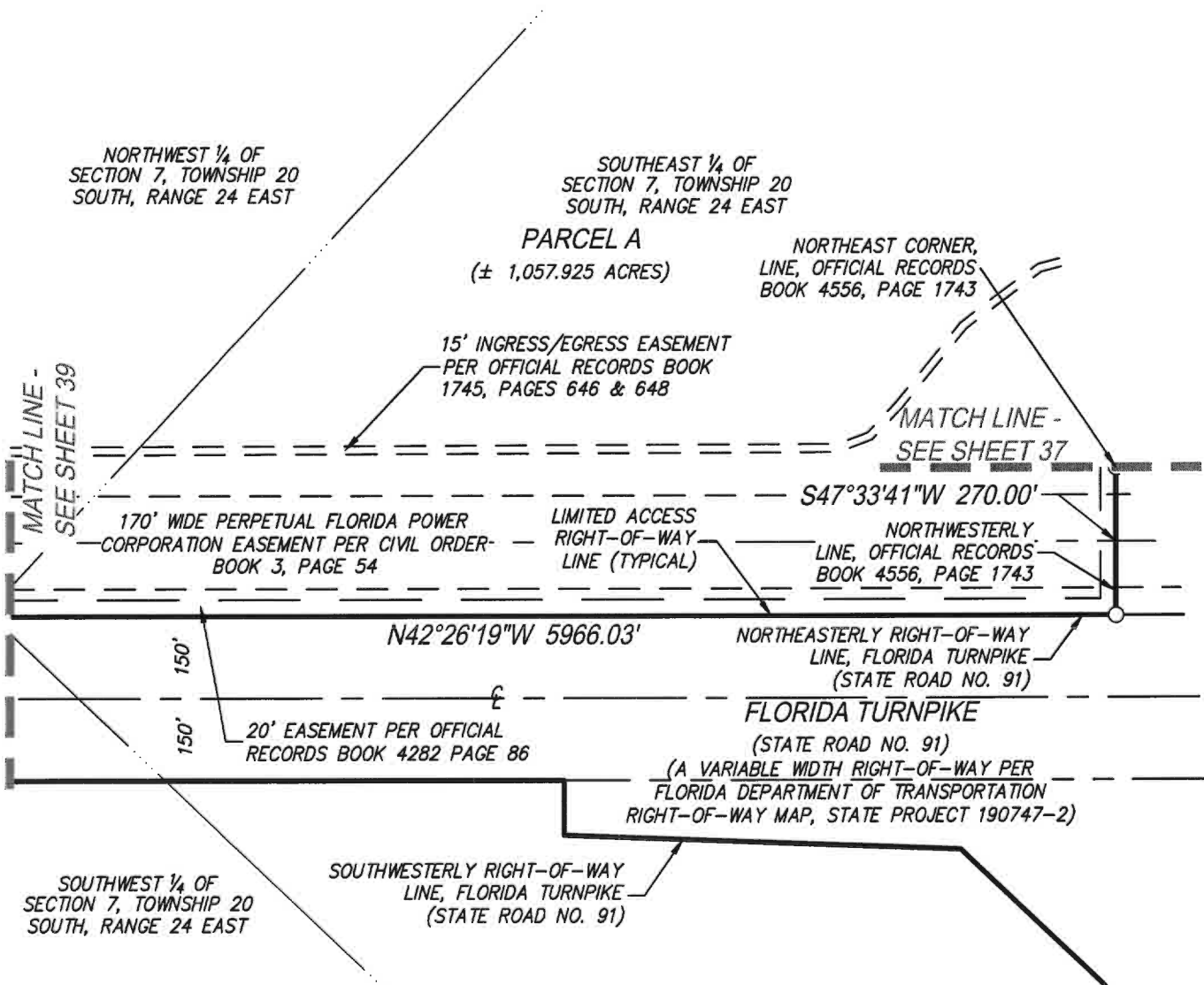
4450 NE 83RD ROAD - WILDMOOD, FL 34785
(352) 748-3126 LB6498

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

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)

150'
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



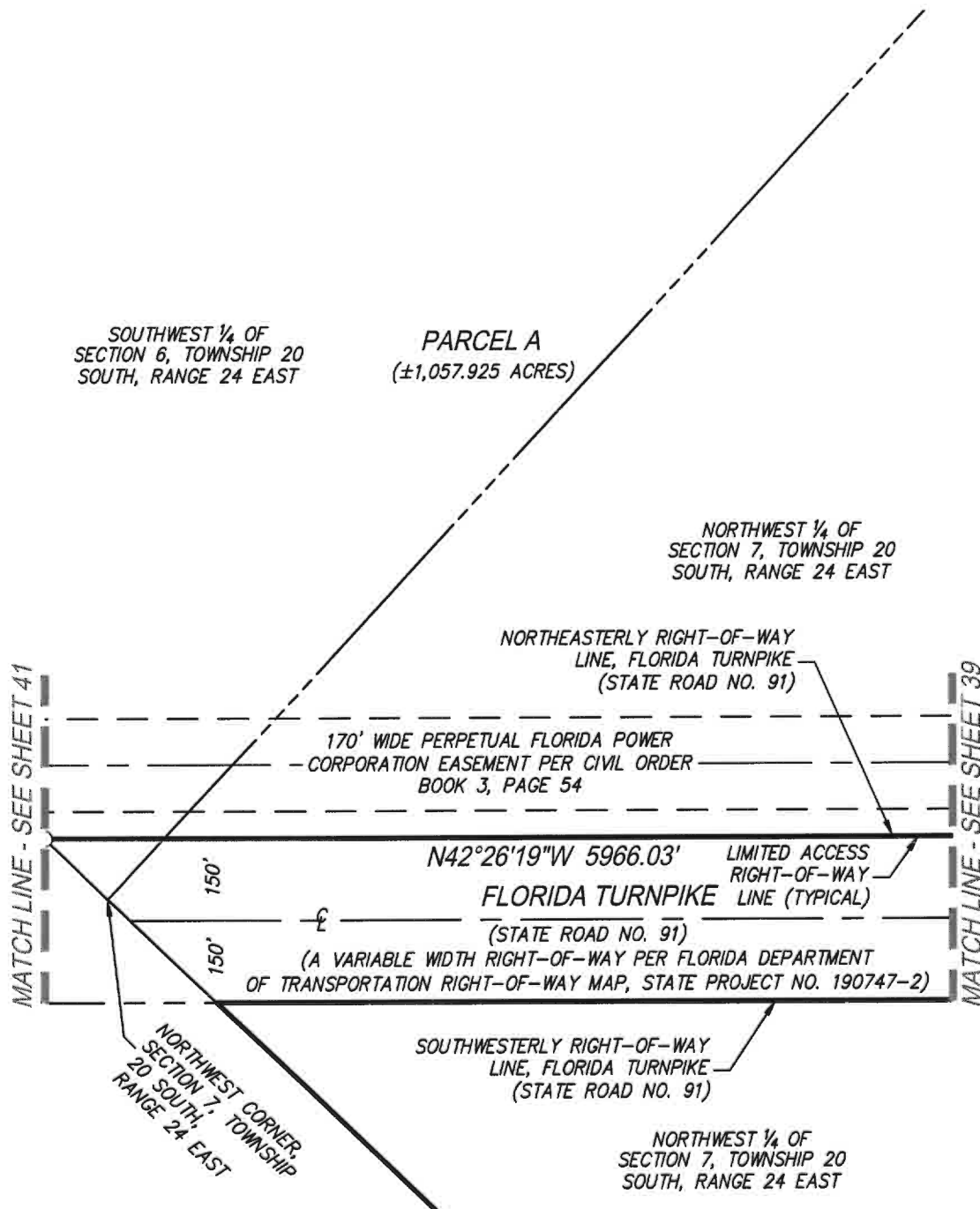
CFB | CLYMER
FARNER
BARLEY
SURVEYING

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3125 LB0408

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 40 OF 67



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 1.834683

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 1:22 PM BY: REALTHASER

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)

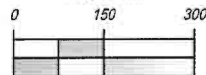
FLORIDA
TURNPIKE

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

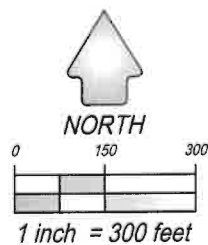
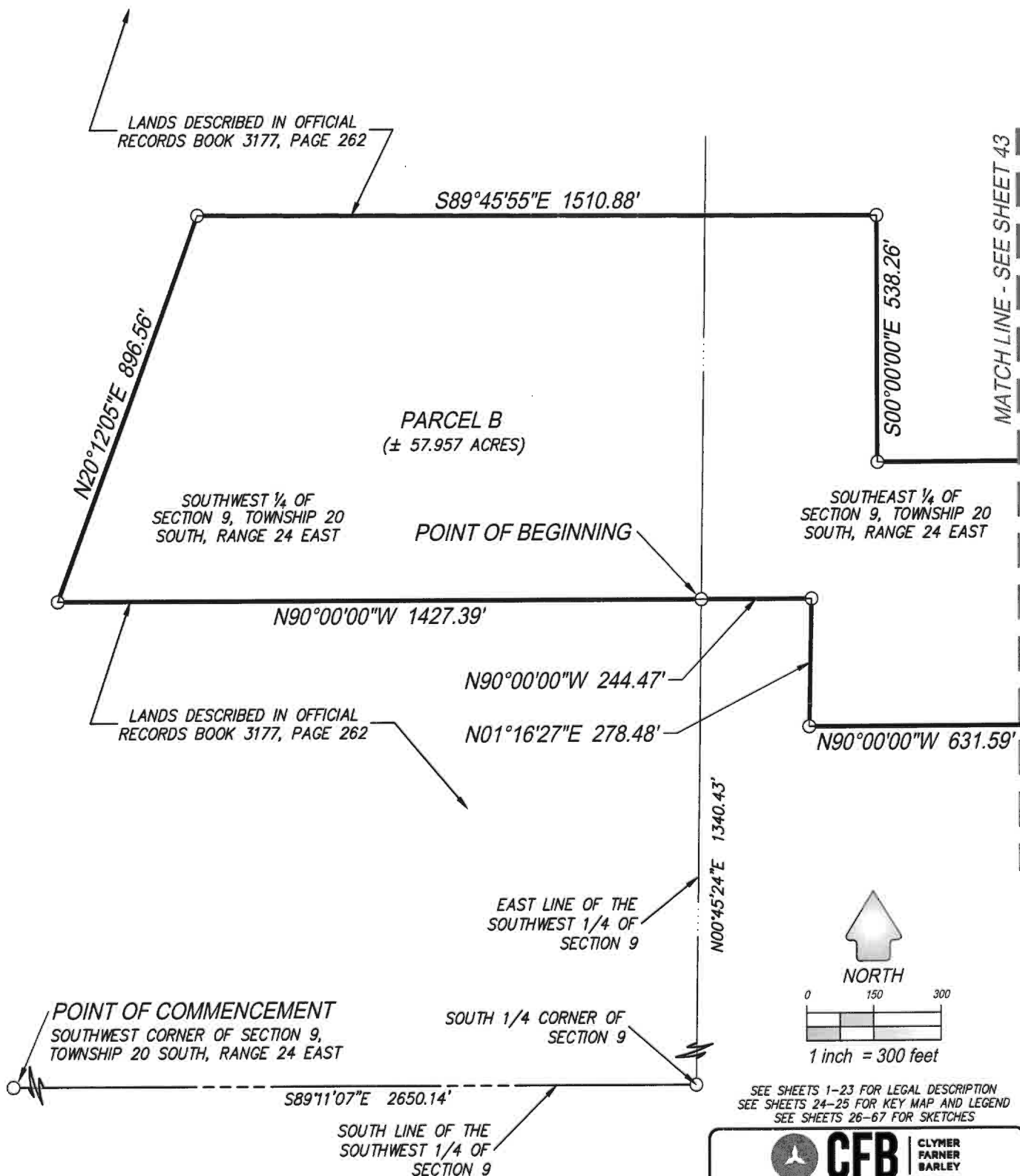
4450 NE 83RD ROAD - WILDLWOOD, FL 34785
(352) 748-3125 1.68498

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 1:23 PM BY: RBALTHASER ----- : _FB.PSM (255 Block).dib

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 42 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 | CLYMER
FARNER
BARLEY
SURVEYING

4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3123 LBS9489

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

S00°36'49"W 831.10'

OFFICIAL RECORDS
BOOK 3509 PAGE 1088

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'

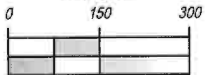
OFFICIAL RECORDS
BOOK 1389, PAGE 362

EAST LINE, PARCEL 2 AS
DESCRIBED IN OFFICIAL
RECORDS BOOK 2070, PAGE 2098

EAST LINE OF THE
SOUTHEAST 1/4 OF
SECTION 9



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

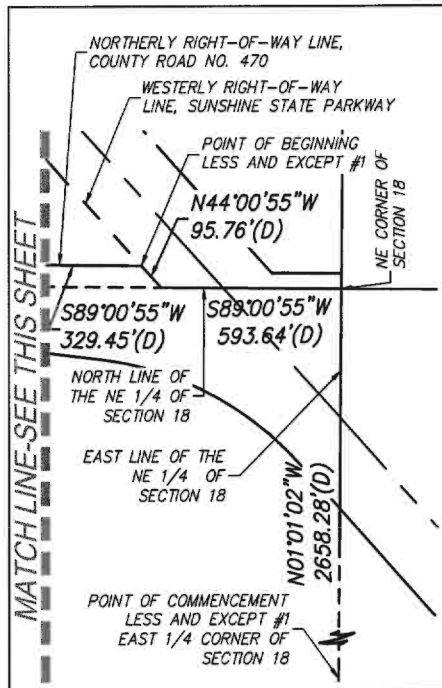
LEGEND:

- 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

POINT OF COMMENCEMENT
LESS AND EXCEPT #2
SOUTHWEST CORNER OF SECTION 7

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 - WILDLWOOD, 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

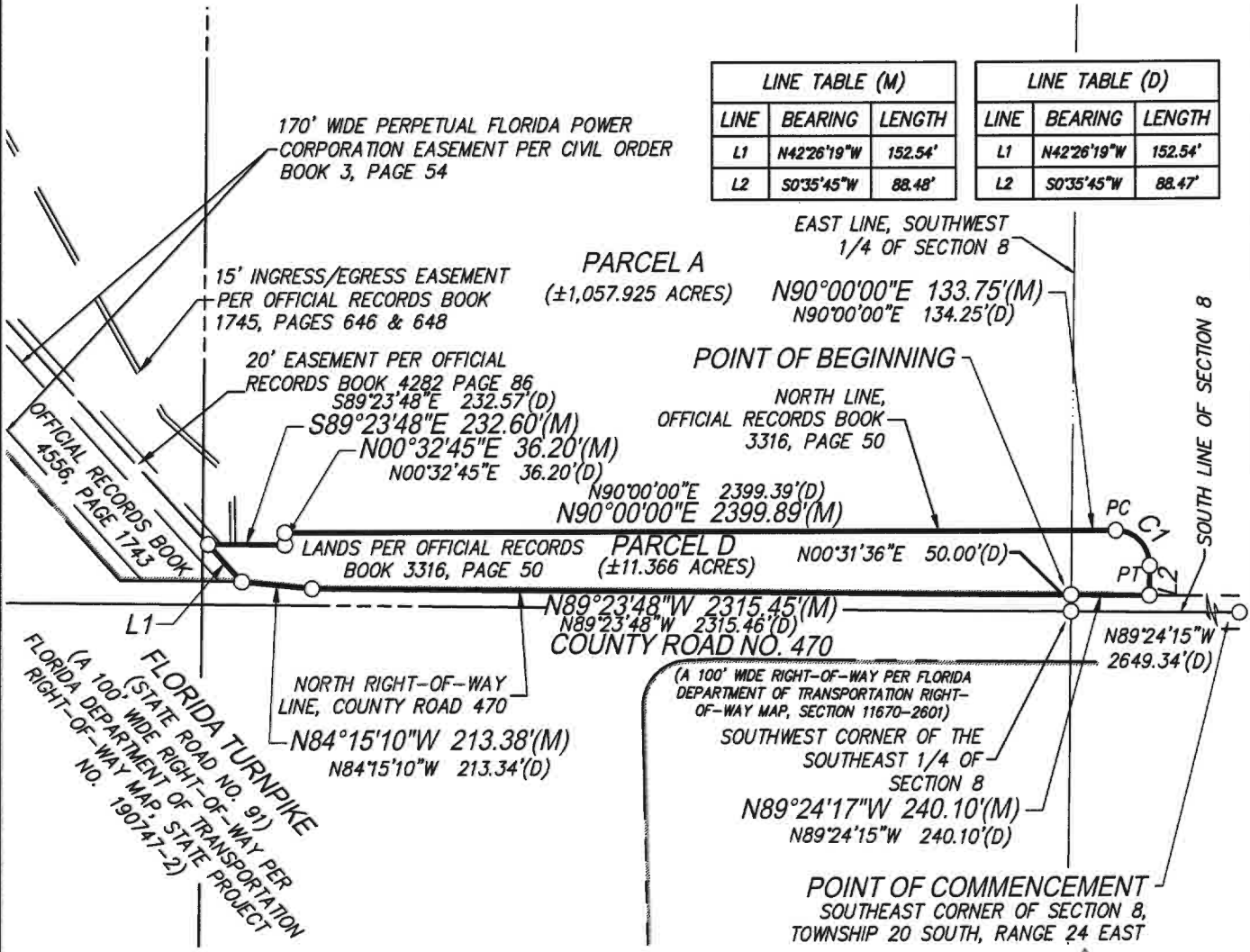
(NOT A FIELD SURVEY)

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

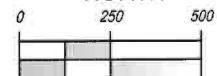
CURVE TABLE (M)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'08"E

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



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,
FLORIDA DEPARTMENT OF
TRANSPORTATION
SECTION 11670-2601
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



0 25 50
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

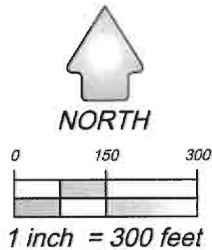
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 LBB498

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)

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

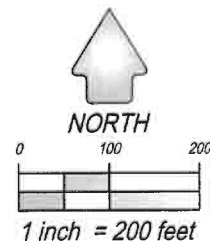
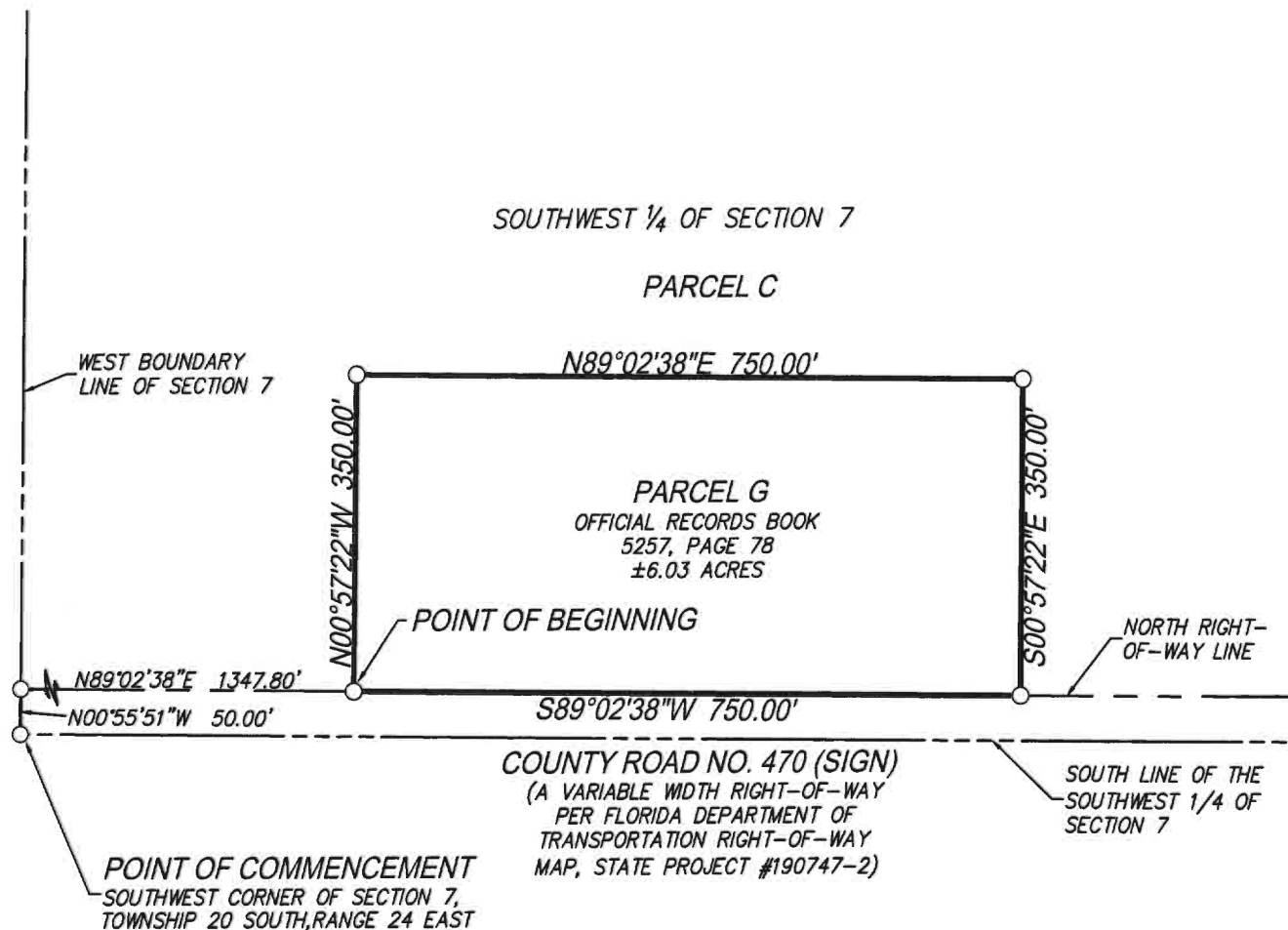
DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE ZONING\VOL. 6TH AMENDMENT\CHAPTER 183 AMENDED & RESTATED\DRAWING\LAKE VILLAGES OF WEST LAKE AREA A-SHEET 47.DWG: SKETCH 10/18/2023 1:29 PM BY: REALTRASER

DRAWING NAME: S: SURVEY NEW SURVEY LAKES OF WEST LAKE ZONING VOWL 6TH AMENDMENT CHAPTER 163 AMENDED & RESISTED DOWL 6 CH163 AREA A SHEET 48.DWG : 8.5X11 10/18/2023 1:29 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 48 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
CLYMER
FARNAR
BARLEY
SURVEYING

4450 NE 63RD ROAD - WILLOWOOD, FL 34785
(352) 748-3128 LBB498

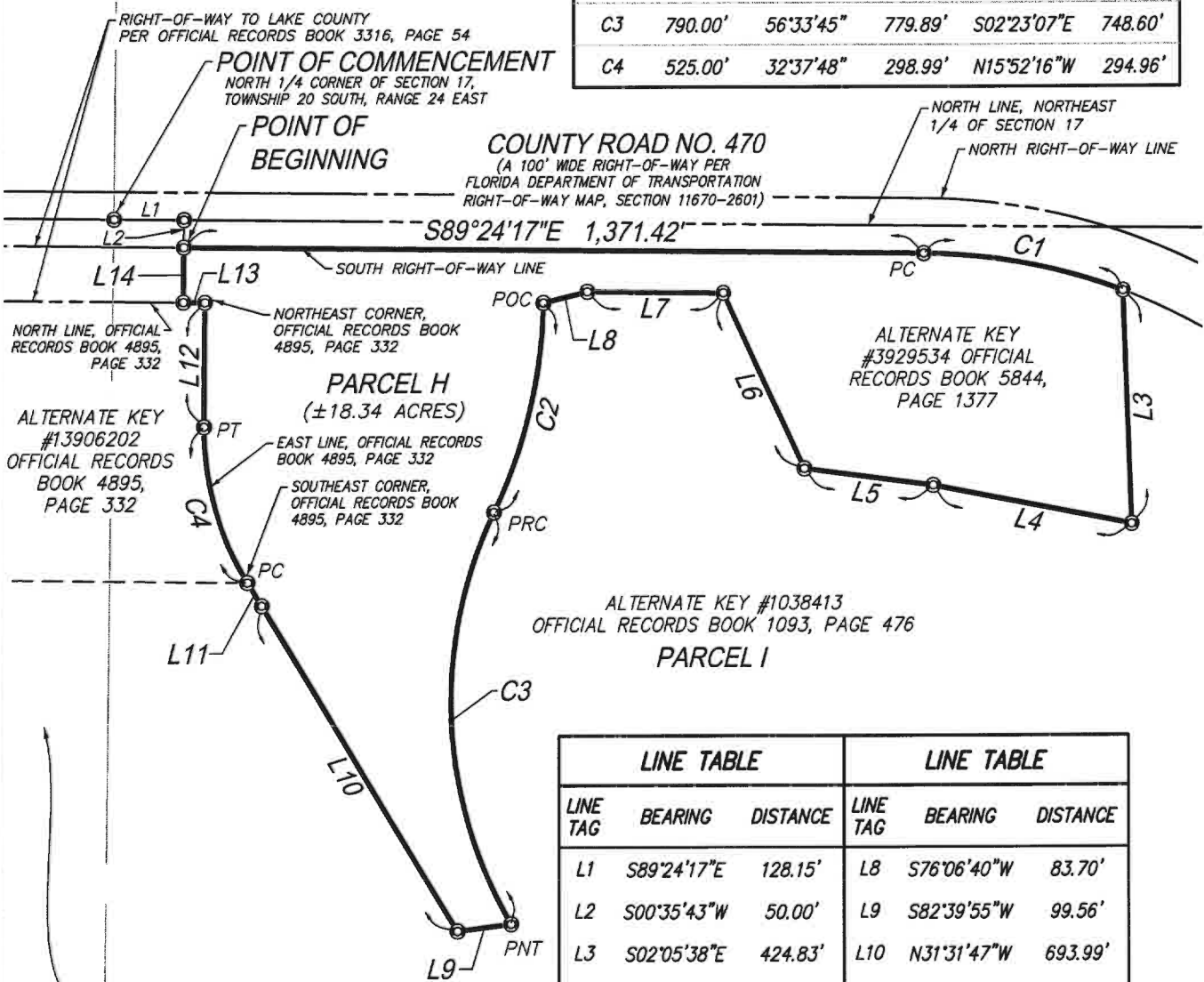
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

LEGEND:

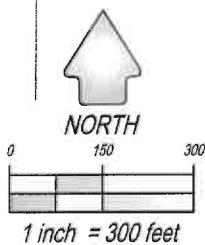
- LB = LICENSED BUSINESS
- POC = POINT ON CURVE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- ⊙ = CHANGE IN DIRECTION

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

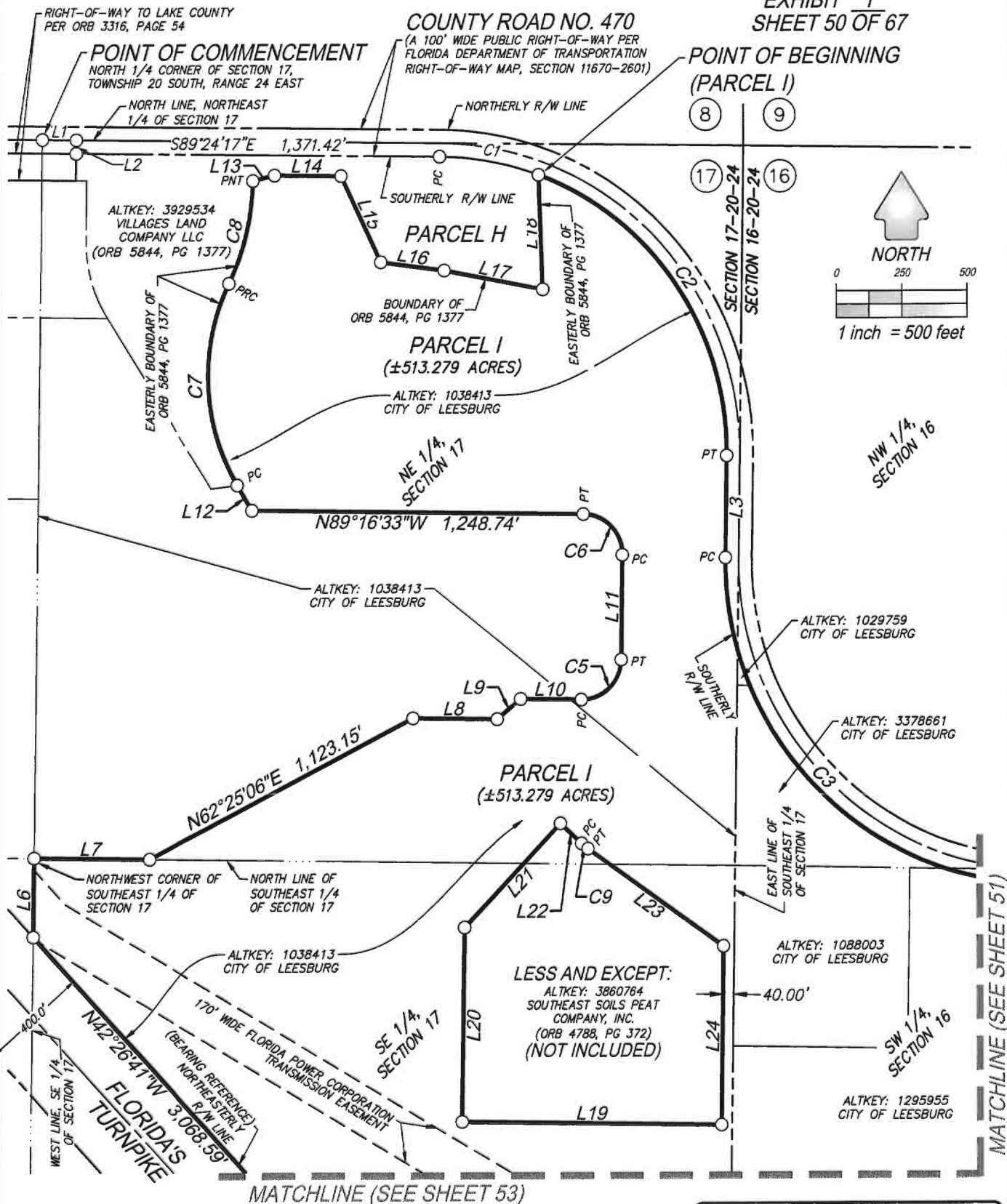
CLYMER
FARNAR
BARLEY

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-REV1 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



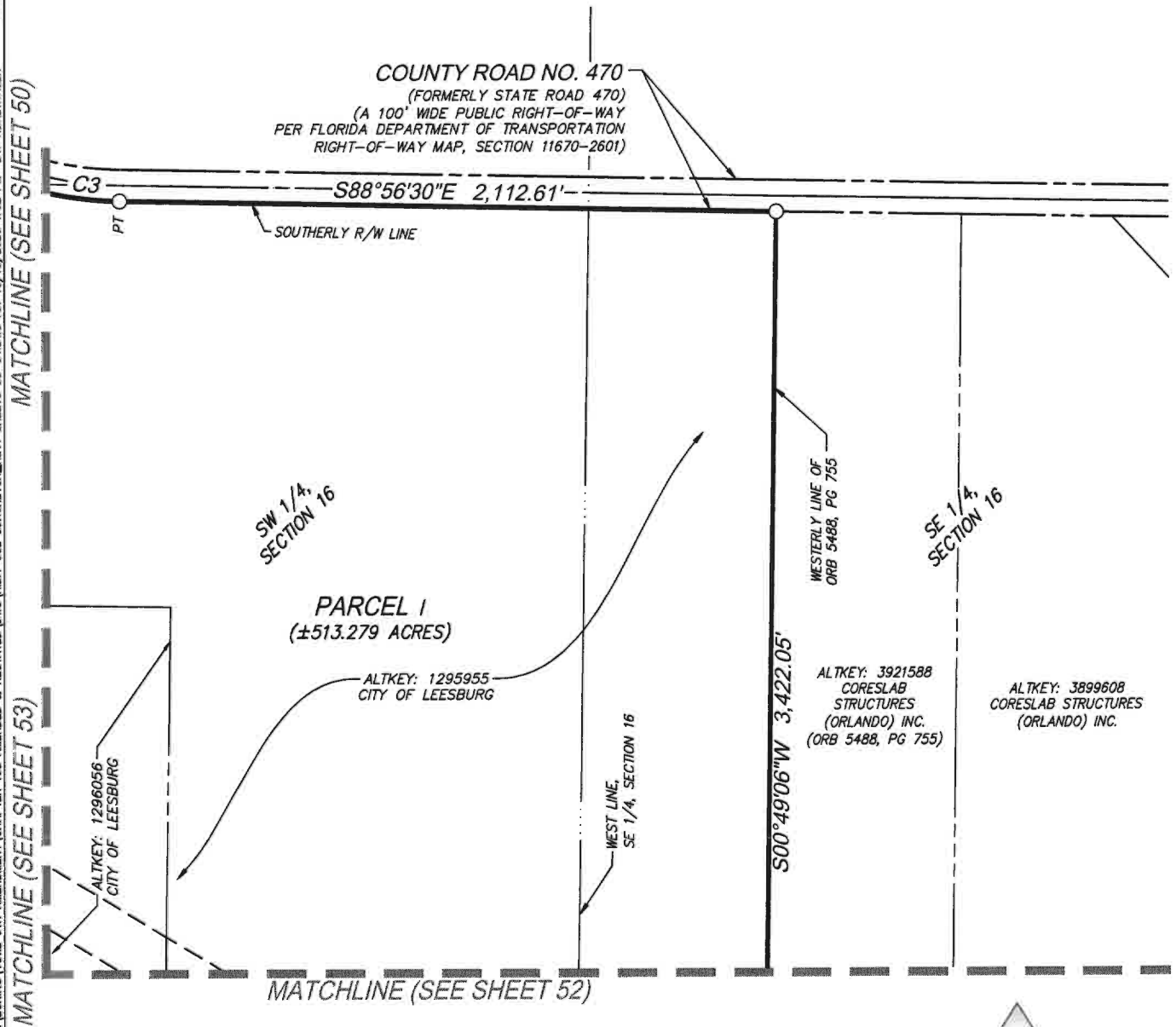
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES



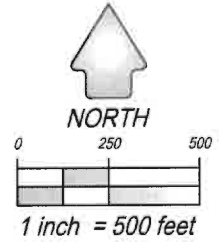
DRAWING NAME: S: SURVEY NEW SURVEY LAKES VILLAGES OF WEST LAKE ZONING VOL. 6TH AMENDMENT CHAPTER 163 AMENDED & RESTATED DING RIBT COL. SURSKETCH NEW SHEETS 50-54 DING: ST 10/18/2023 1:32 PM BY: RBALHASER

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 83RD 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



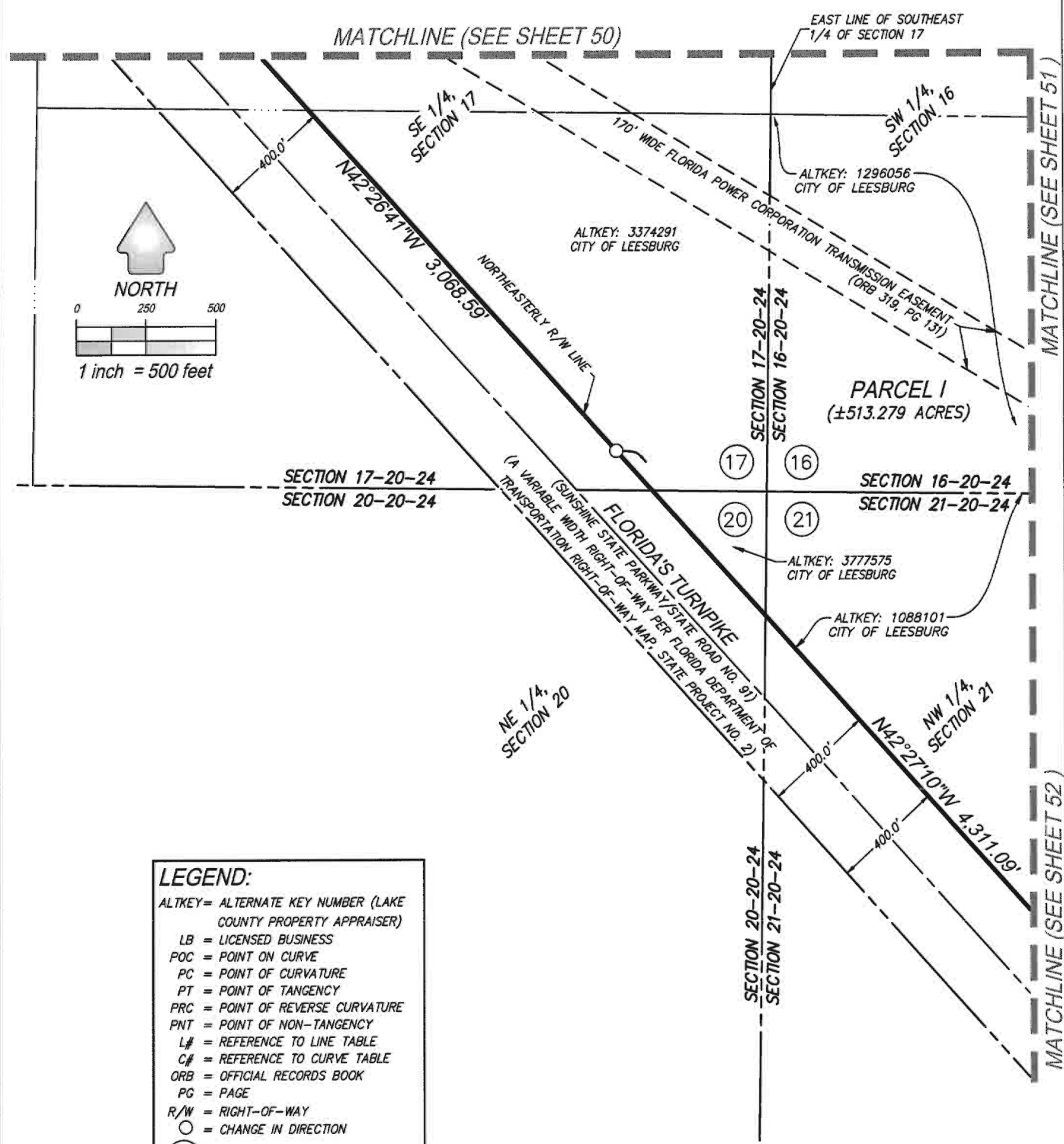
CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD • WILLOWOOD, FL 34785
(352) 749-5125 L186408

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOH\ 8TH AMENDMENT\CHAPTER 163 AMENDED & RE-STATEMENT\DWG\RIBT COL SURSKETCH\REV1 SHEETS 50-54.DWG : 52 10/18/2023 1:32 PM BY: RBALTHASER

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 :53 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 • WILLOWOOD, 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 DOW: 55-57 DOW: 55-57 10/18/2023 1:43 PM BY: BBA/HASER

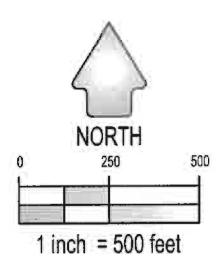
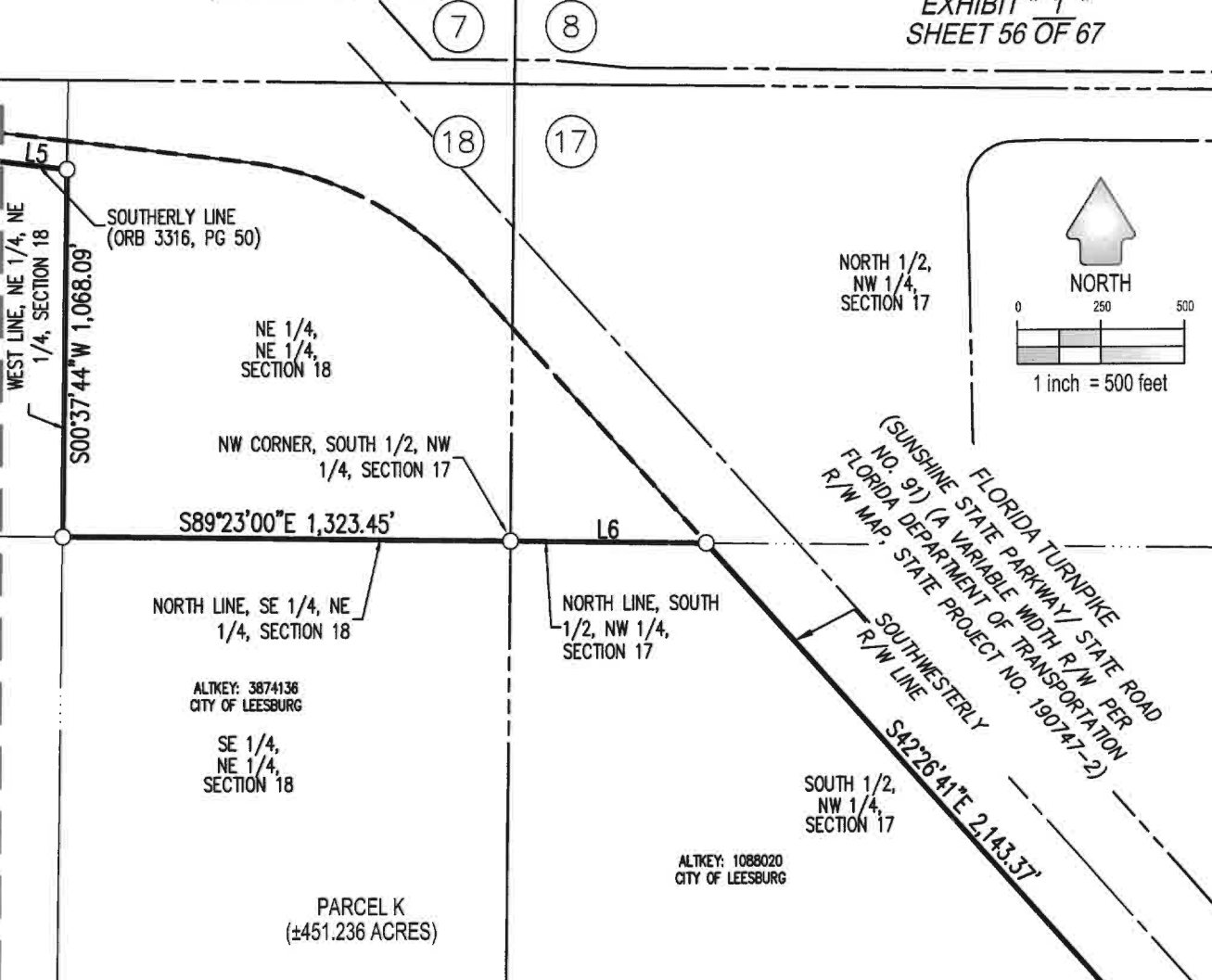
SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 56 OF 67

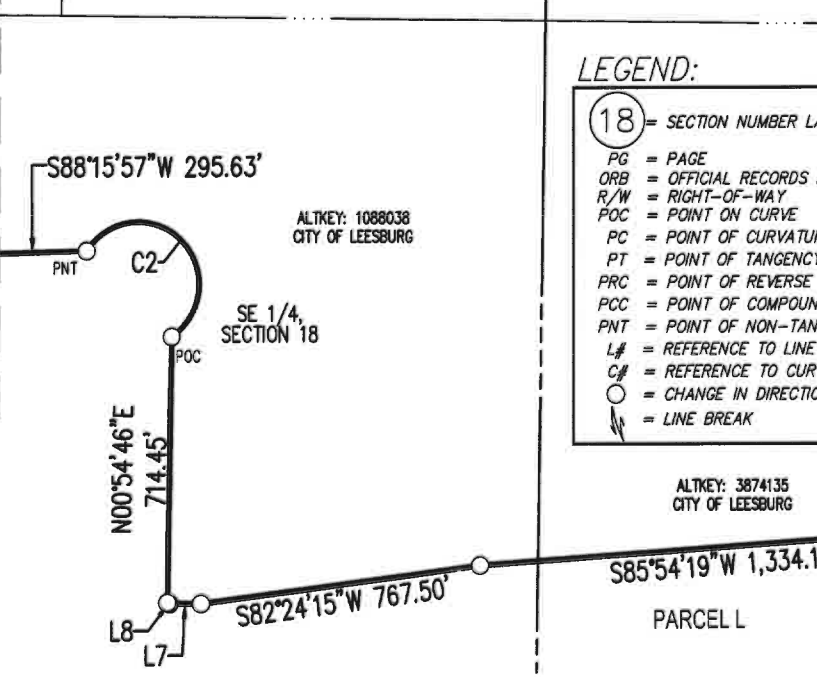
MATCHLINE (SEE SHEET 55)

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 - WILLOWOOD, 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

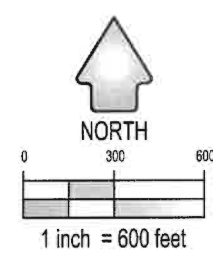
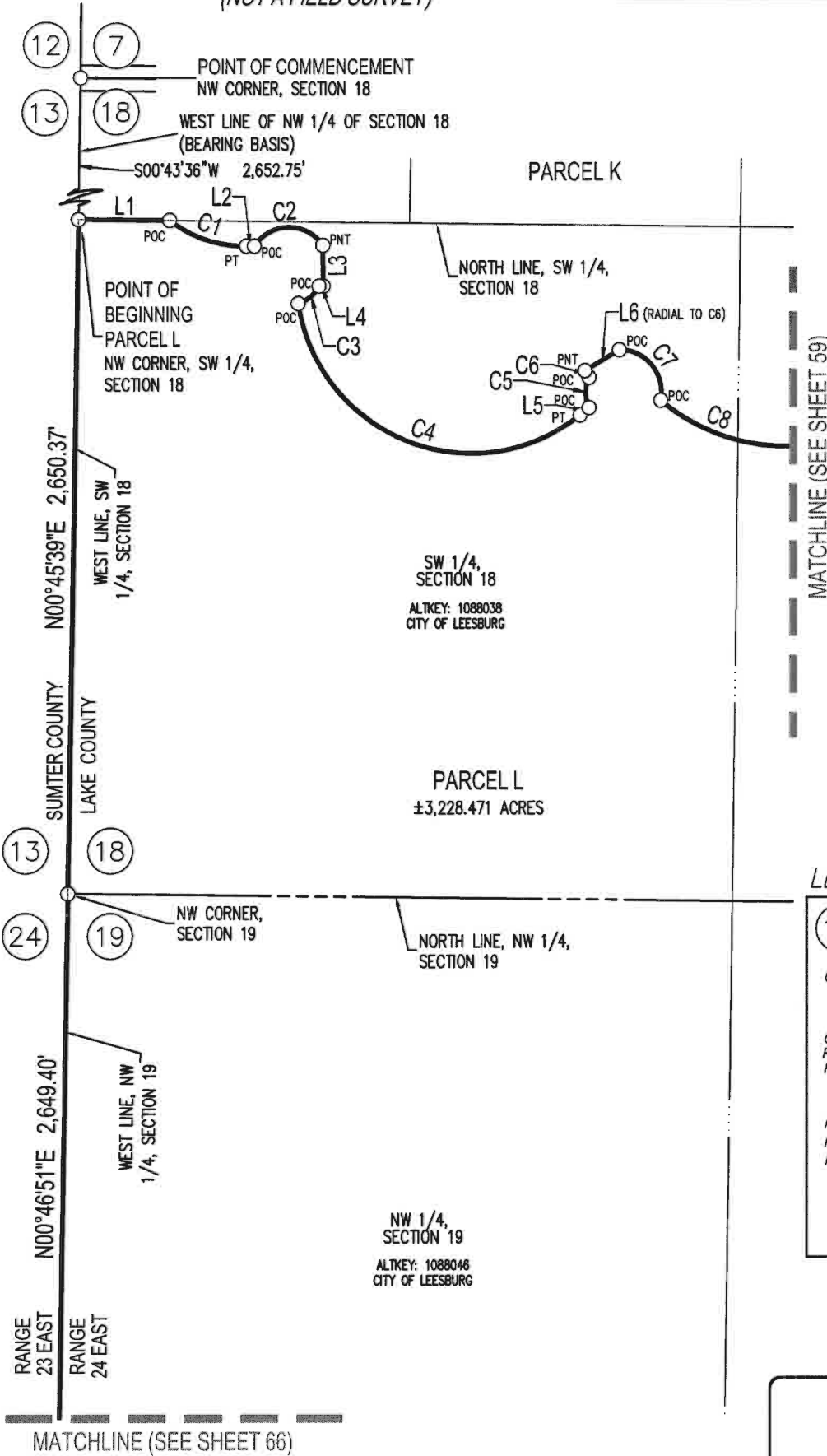


CFB
SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD - WILLOWOOD, FL 34786
(352) 748-3126 L88498

DRAWING NAME: S:\SURVEY\NEW SURVEY\NAME VILLAGES OF WEST LAKE ZONING\NOM. 6TH AMENDMENT\CHAPTER 163 AMENDED & REVISED\UNITS OF SURVEY\FOR 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



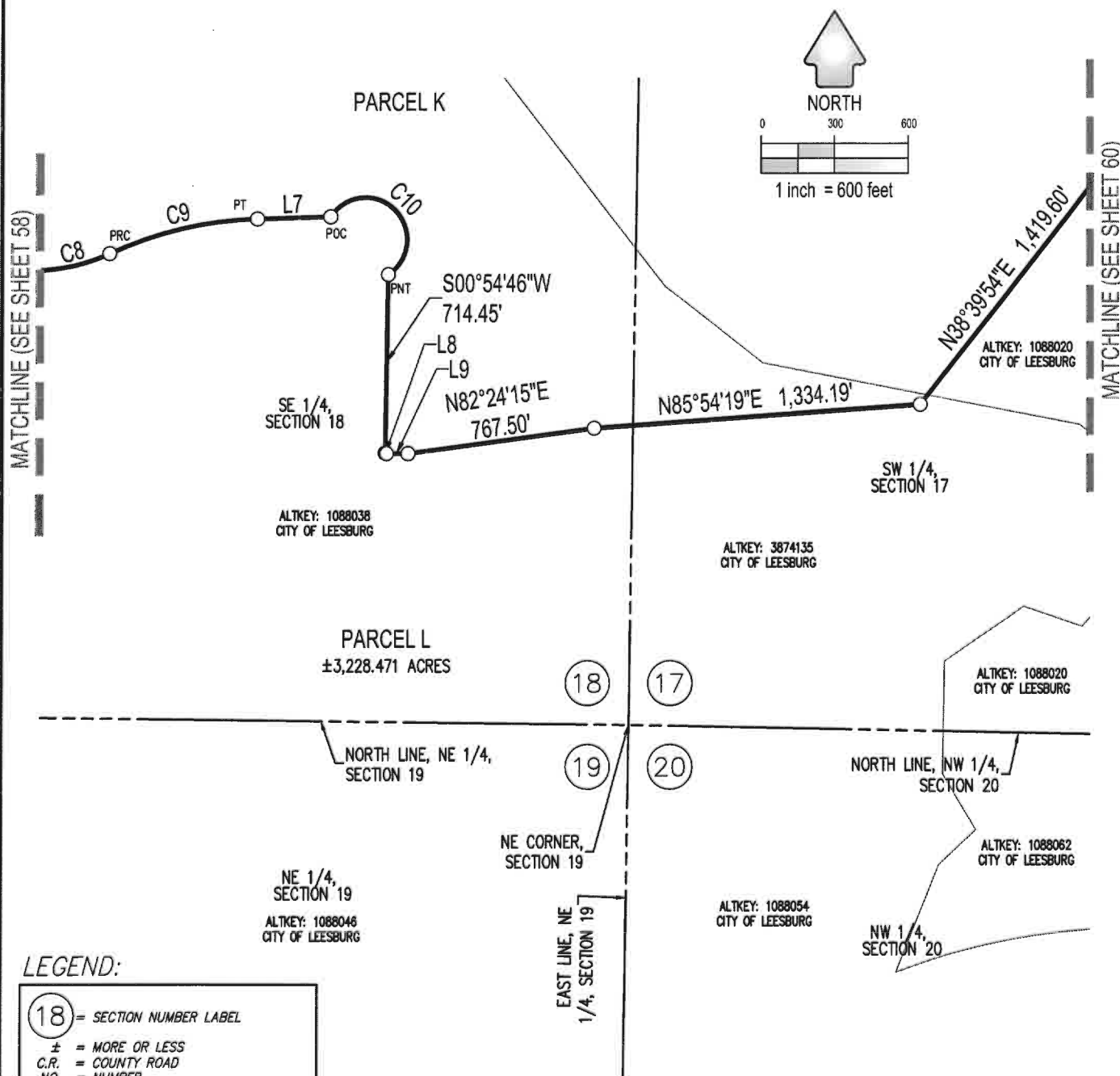
LEGEND:

- 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

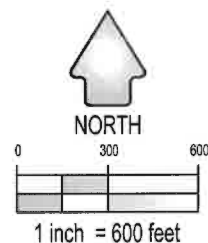
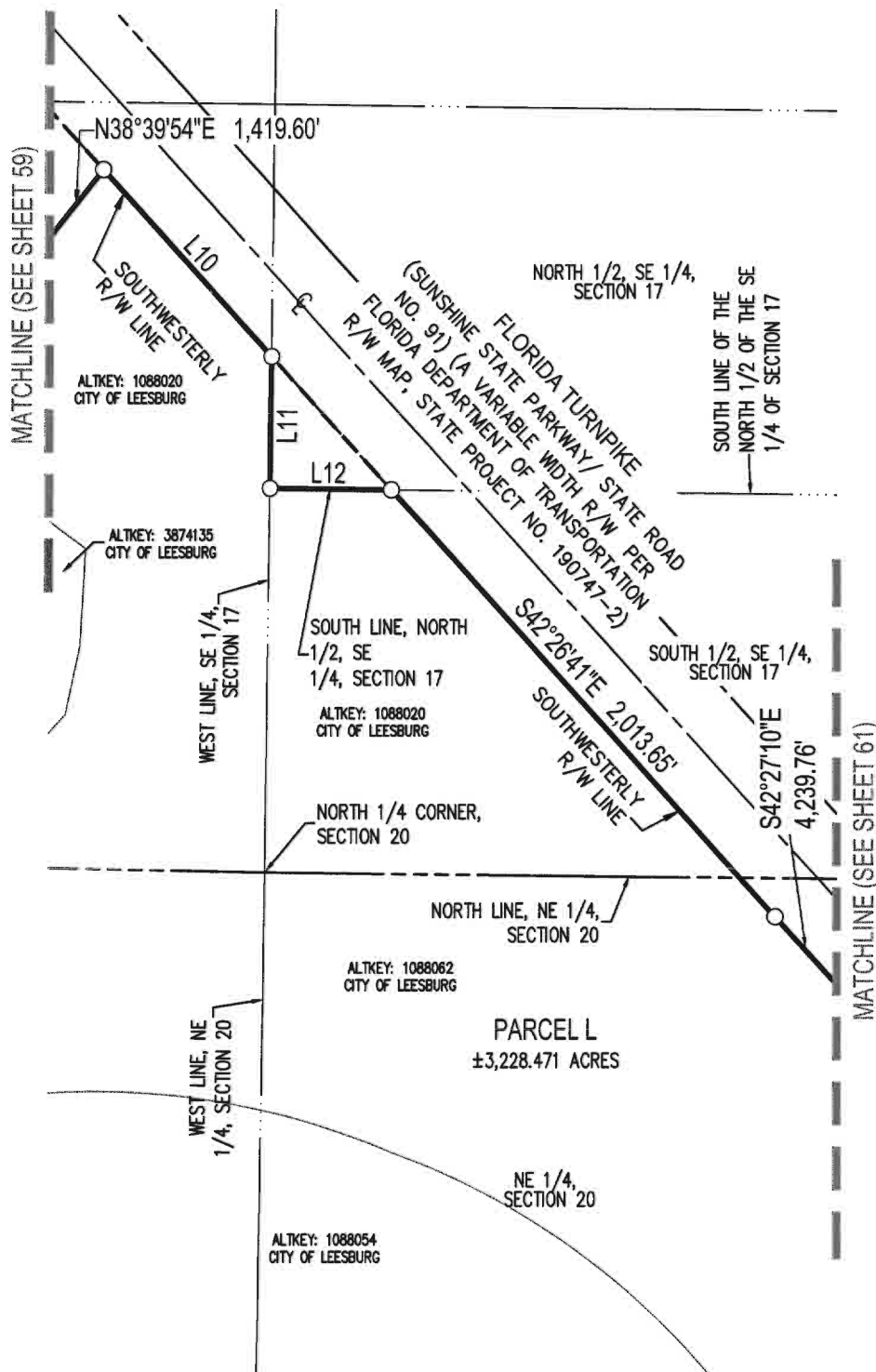
DRAWING NAME: S:\SURVEY\NEW SURVEY\NEW VILLAGES OF WEST LAKE VILLAGES\VOL. 61\H\AMENDMENT\CHAPTER 1\3\AMENDED & RESTATED\UNITS\SP SURVEY\PURCHASE SHEETS 58-67.DWG: 1:45 PM 07/10/2023 1:45 PM BY: RALPH WILSON

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

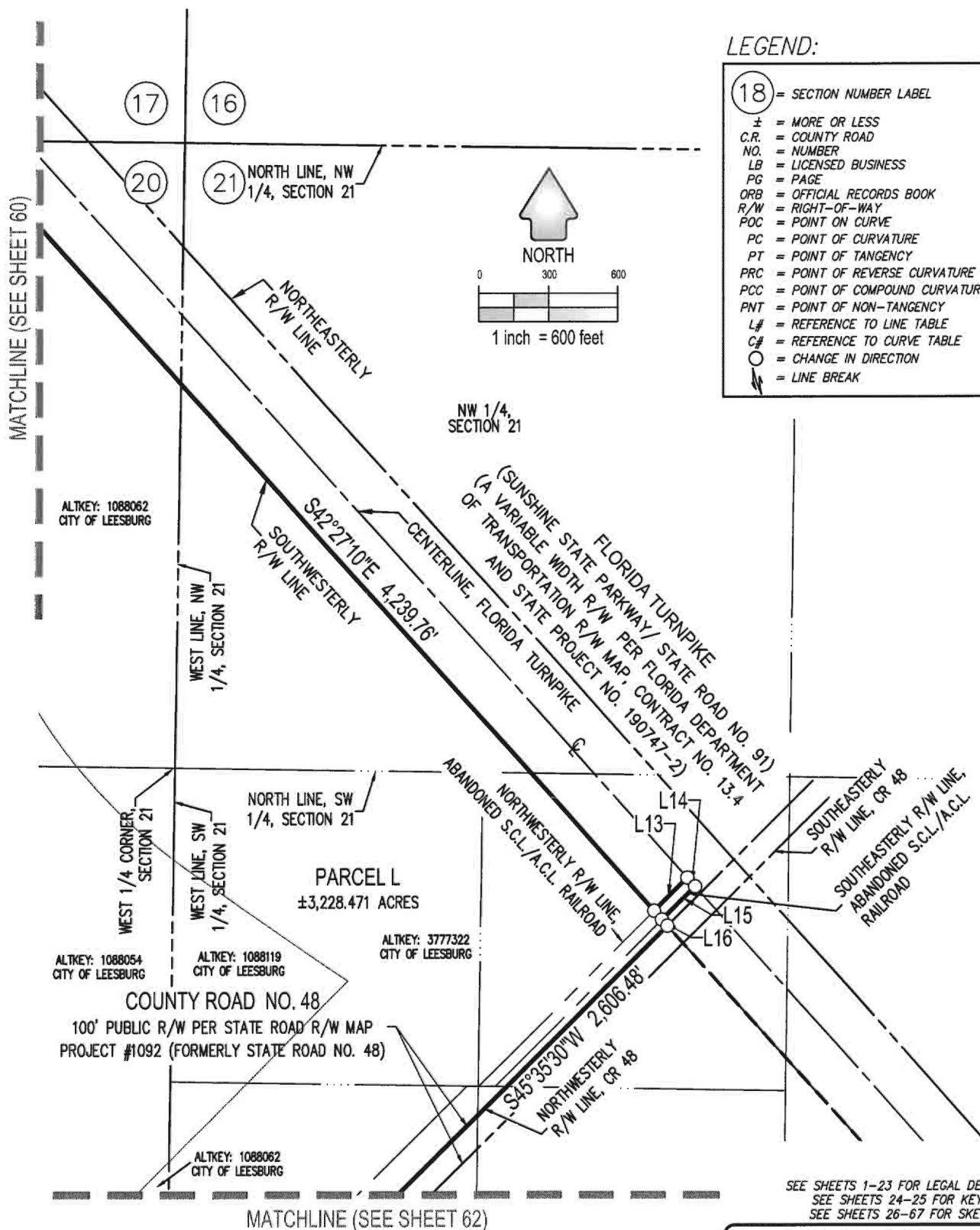
DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\NOM. 61H\AMENDMENT\CHAPTER 183\AMENDED & REVISED\UNITS\SP SURVEY\LAKE PURCHASE SHEETS 58-67\DWG: 01 10/18/2023 1:45 PM BT: RBA\THASER
DRAWING NUMBER: 183PSM 285 Black.ctb

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



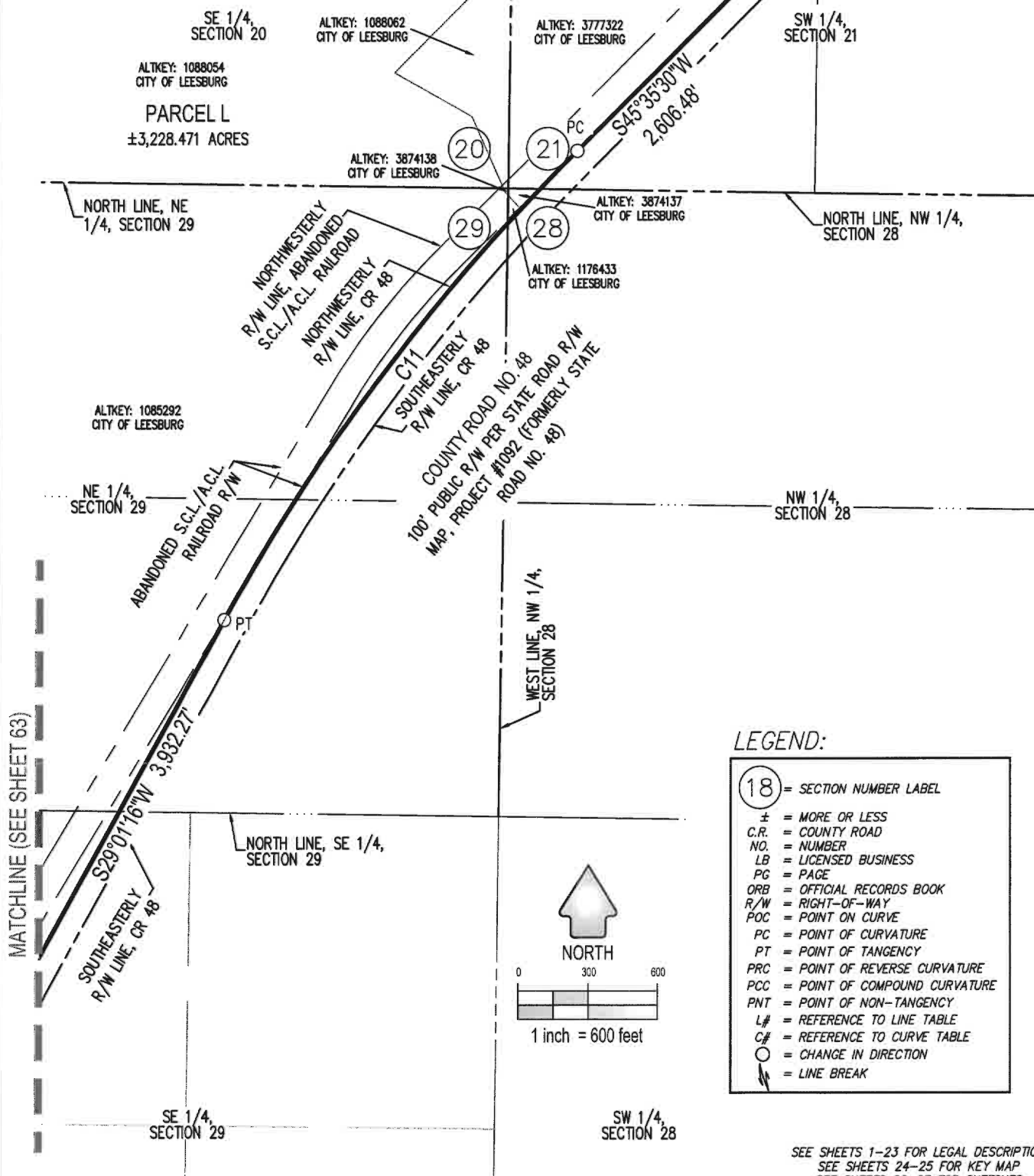
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

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

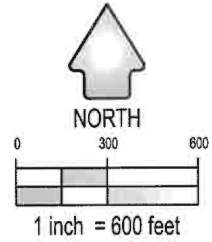
Clymer
Farnier
Barley

4480 NE 83RD ROAD - WILLOWOOD, FL 34785
(352) 748-3126 1B6469

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: RBALHAWER

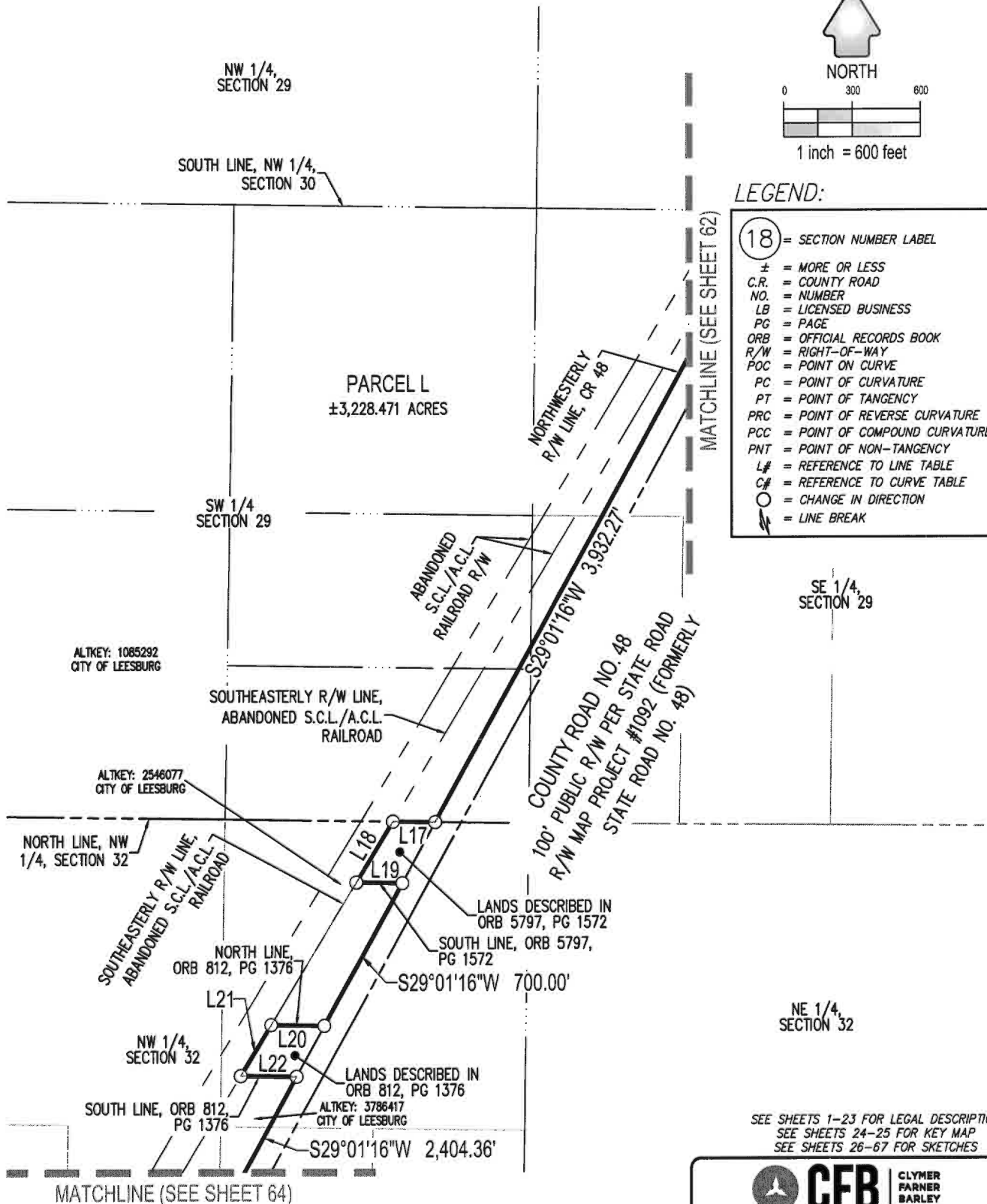
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

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)

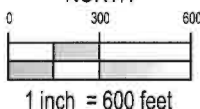
N89°12'12"W 2,647.14'

N00°50'27"E 1,323.15'

WEST LINE, NE 1/4,
SECTION 31



NORTH



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 R/W

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 LBS495

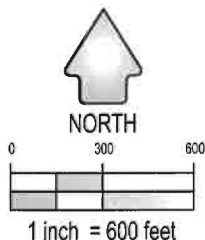


DRAWING NAME: SURVEY MAP SURVEY MAPS OF WEST LAKE VILLAGE, 6TH AMENDMENT CHAPTER 183, AMENDED & RESTATED VILLAGE OF SURVEY PURCHASE SHEETS 58-67, DMC: 08-10/10/2023 1:47 PM BY: REALTRASER

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 - WILLOWOOD, FL 34765
(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

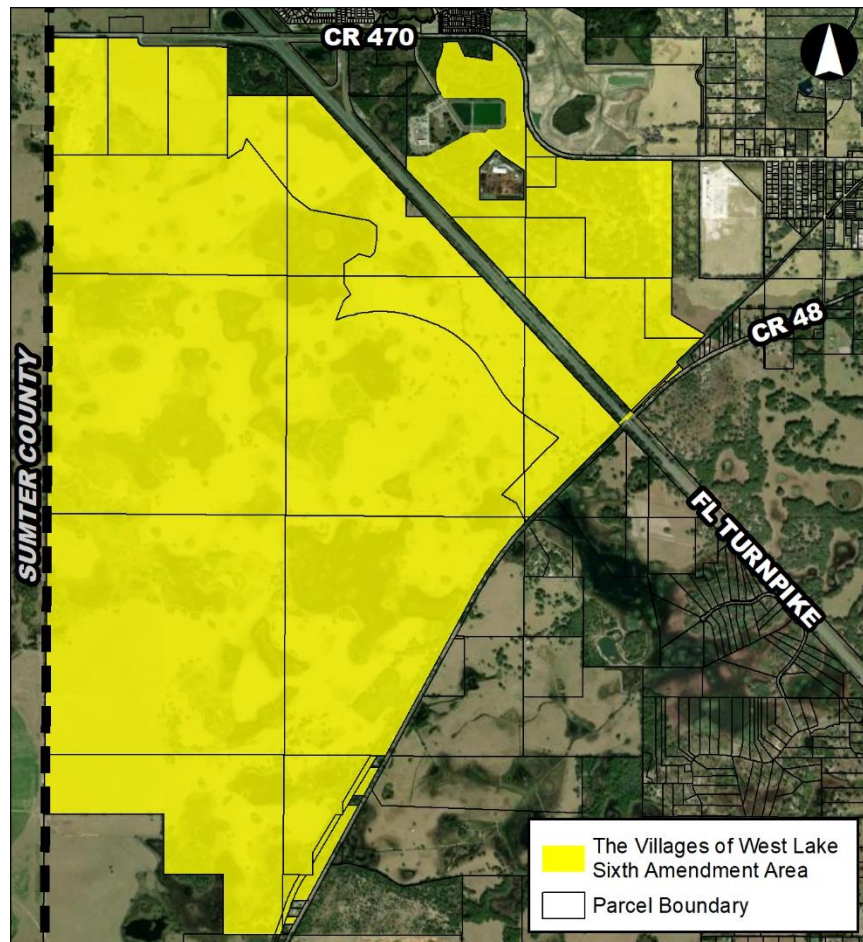
To: Martin L. Dzuro
The Villages

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.

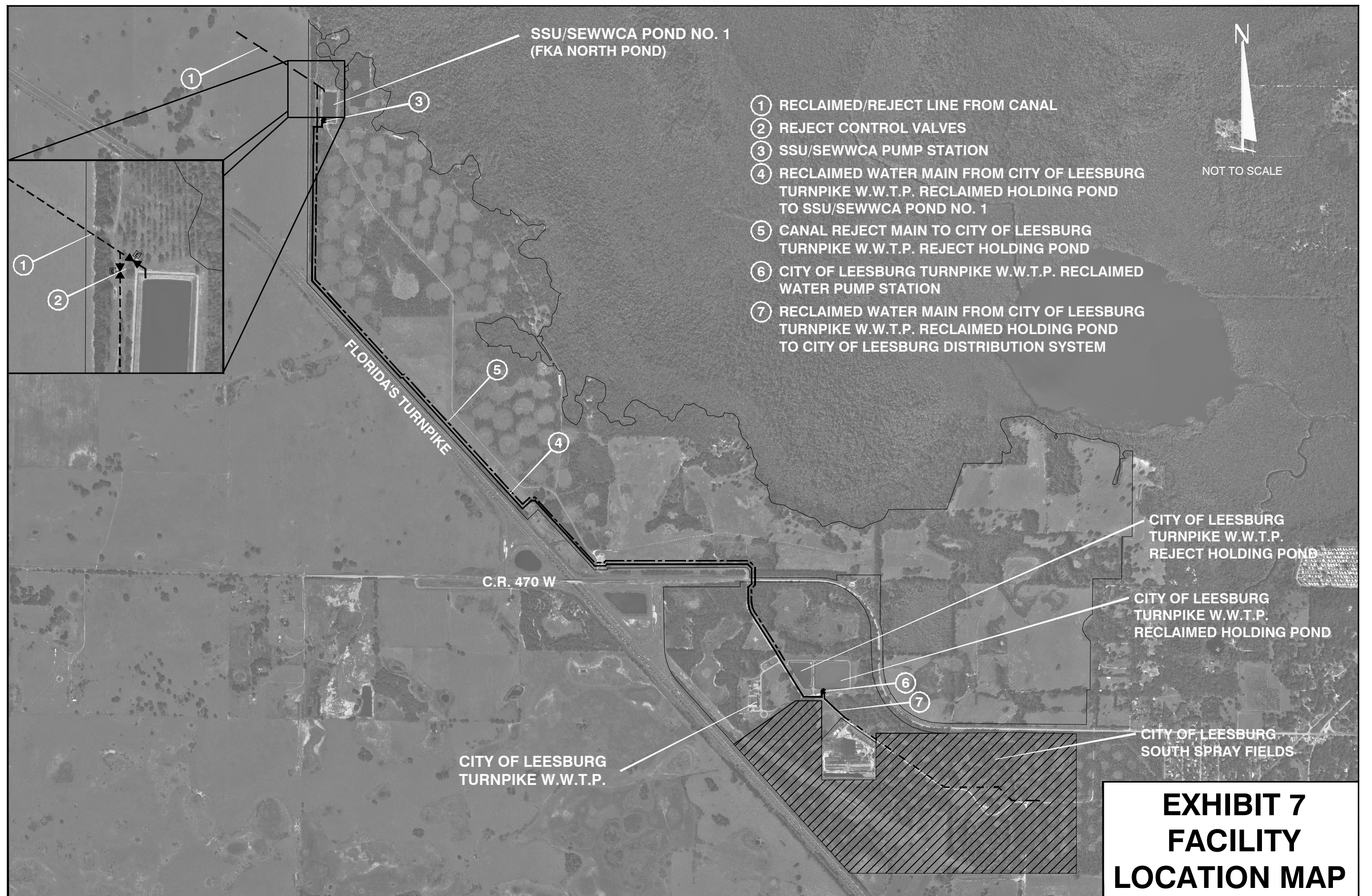


EXHIBIT 8

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 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

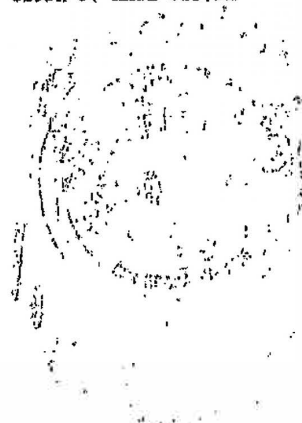


EXHIBIT 11

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: May 13, 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 13th day of May 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.

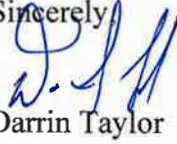
Enclosed is a clean version as well as a strike through edit version of the Agreements and revised Exhibits so you can easily review all changes.

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

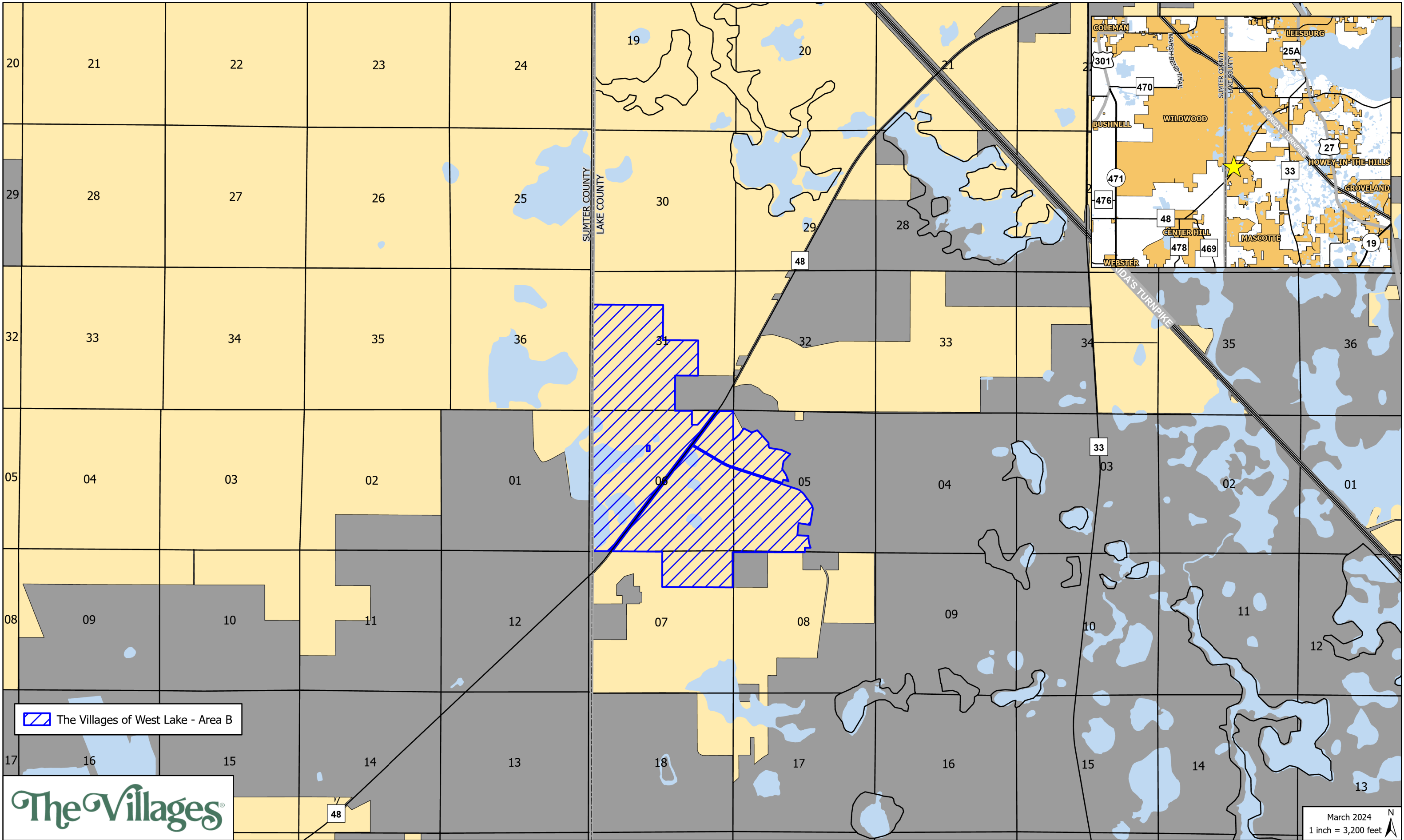
We would be happy to sit down with you and your team to further discuss the proposed Agreements at your convenience. If you need any additional information, please let us know.

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

©2024 Holding Company of The Villages, Inc. All Rights Reserved

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.

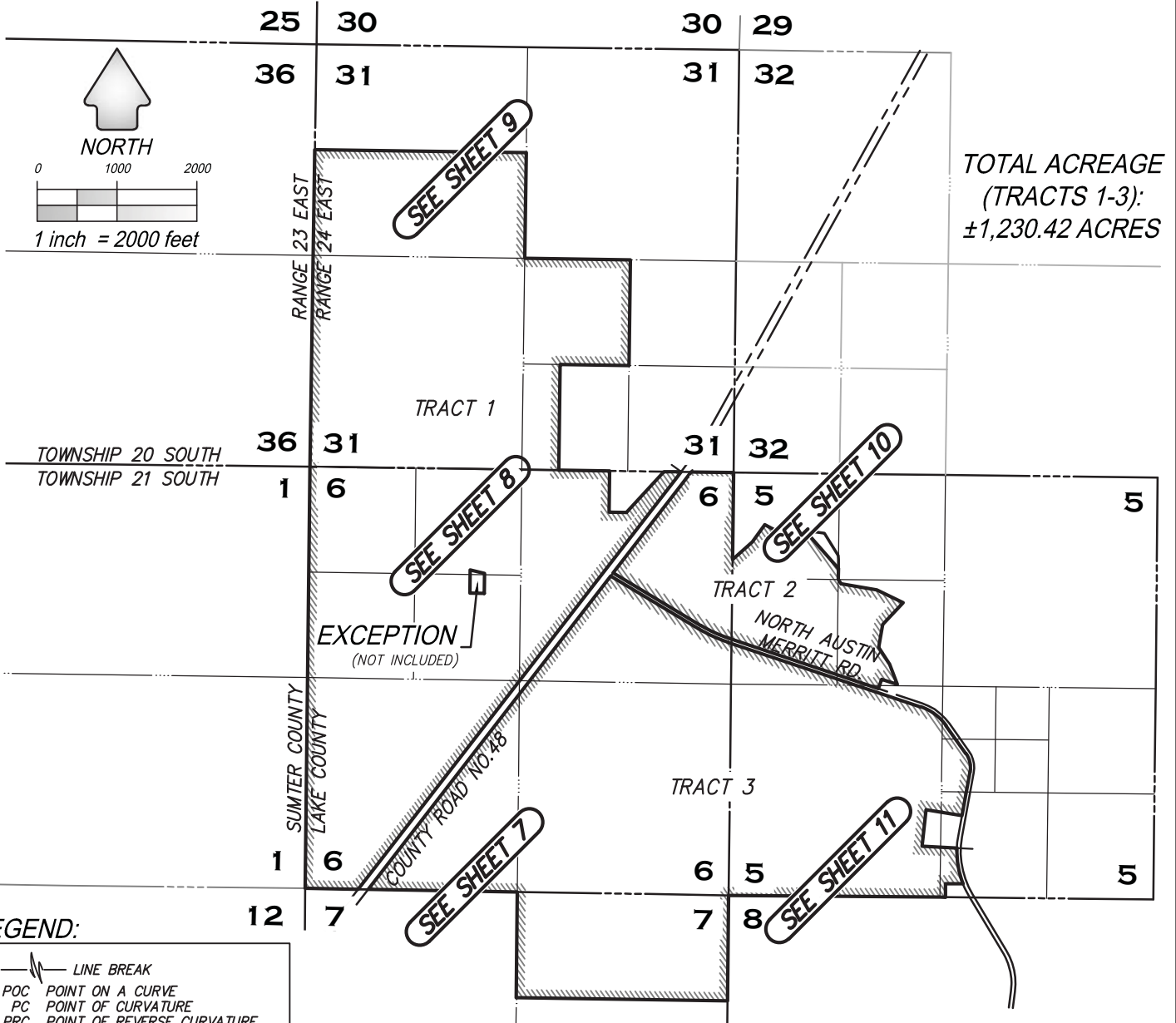
EXCEPT RIGHT-OF-WAY CONVEYED TO LAKE COUNTY FOR AUSTIN MERRITT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 526, PAGE 405, AND OFFICIAL RECORDS BOOK 526, PAGE 407, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

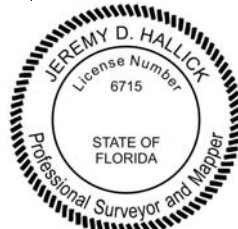
EXHIBIT " 1 "
SHEET 6 OF 12

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



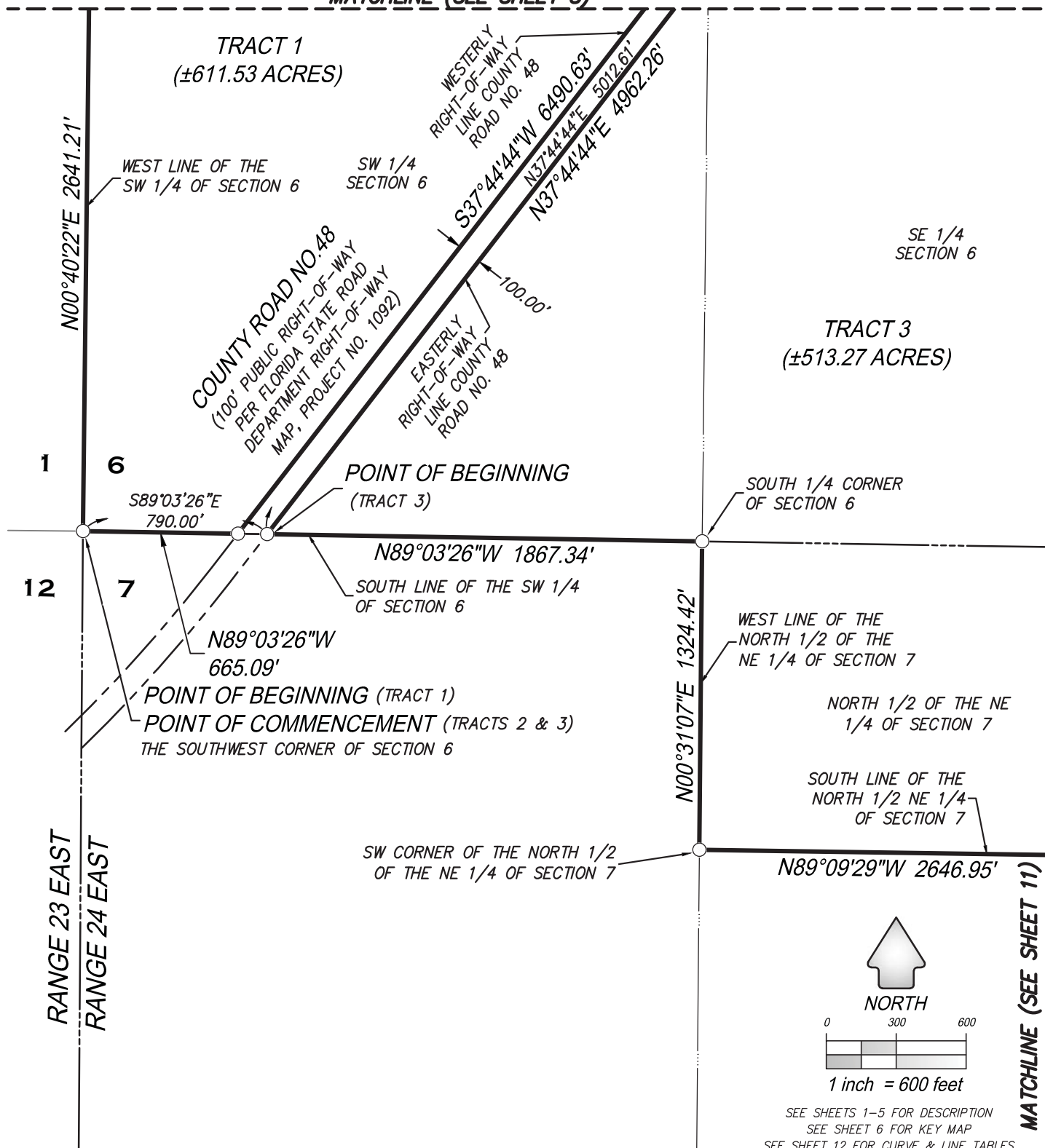
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\WOL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA B\WOL 5_CH163 AREA BDWG : 8.5X11 9/8/2022 5:19 PM BY: DSMITH

SKETCH FOR DESCRIPTION

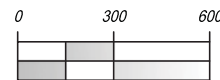
(NOT A FIELD SURVEY)

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
SURVEYING
CLYMER
FARNER
BARLEY
4450 NE 83RD ROAD • WILDOOD, FL 34785
(352) 748-3126 LB8498

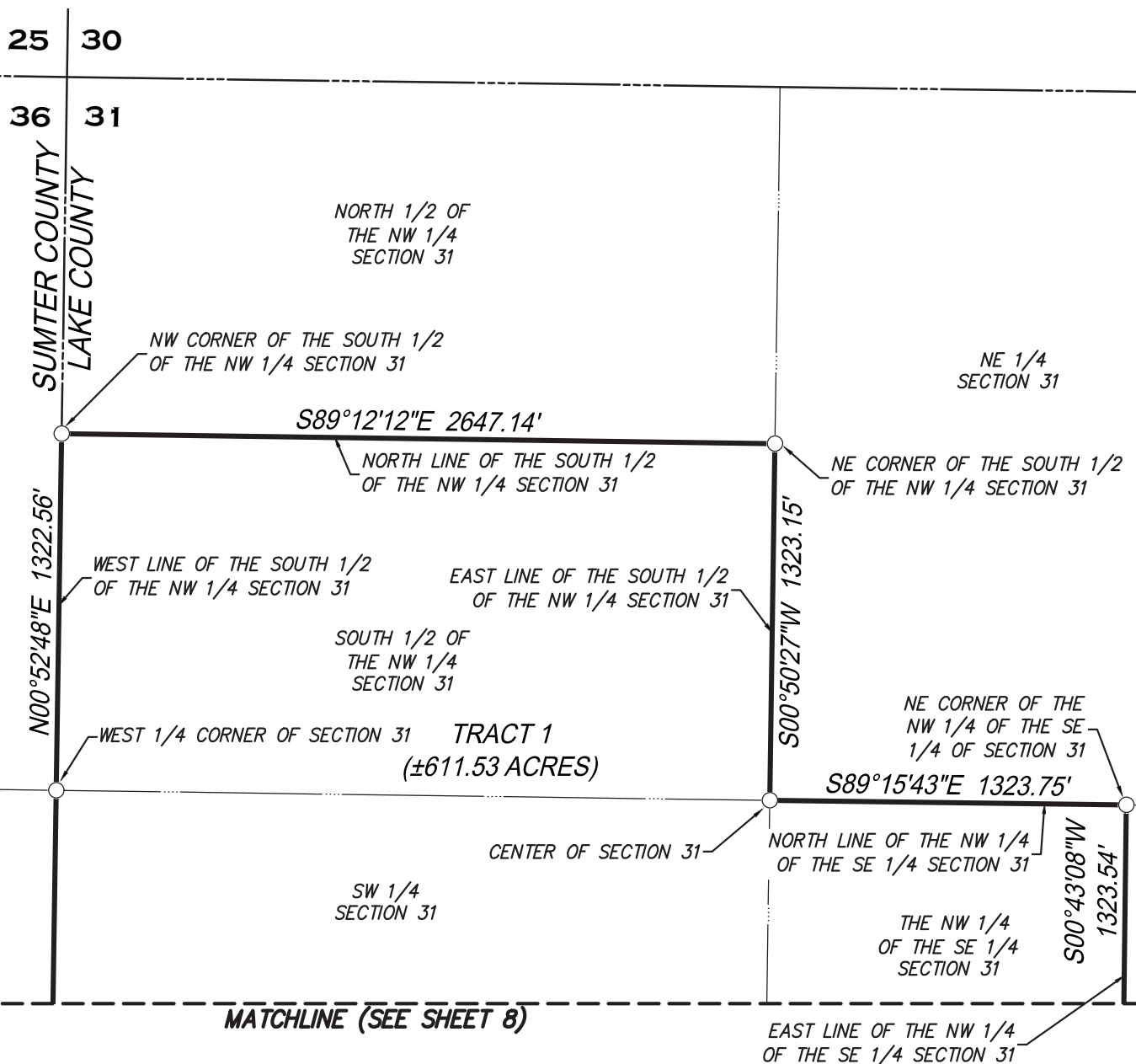
DRAWING NAME: S:\SURVEY NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\WOL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA BY WOL 5_CH163 AREA BDWG : 8.5X11 9/8/2022 5:21 PM BY: DSMITH

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
SURVEYING

CLYMER
FARNER
BARLEY

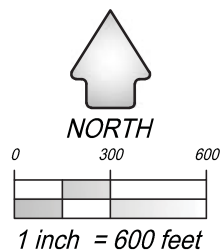
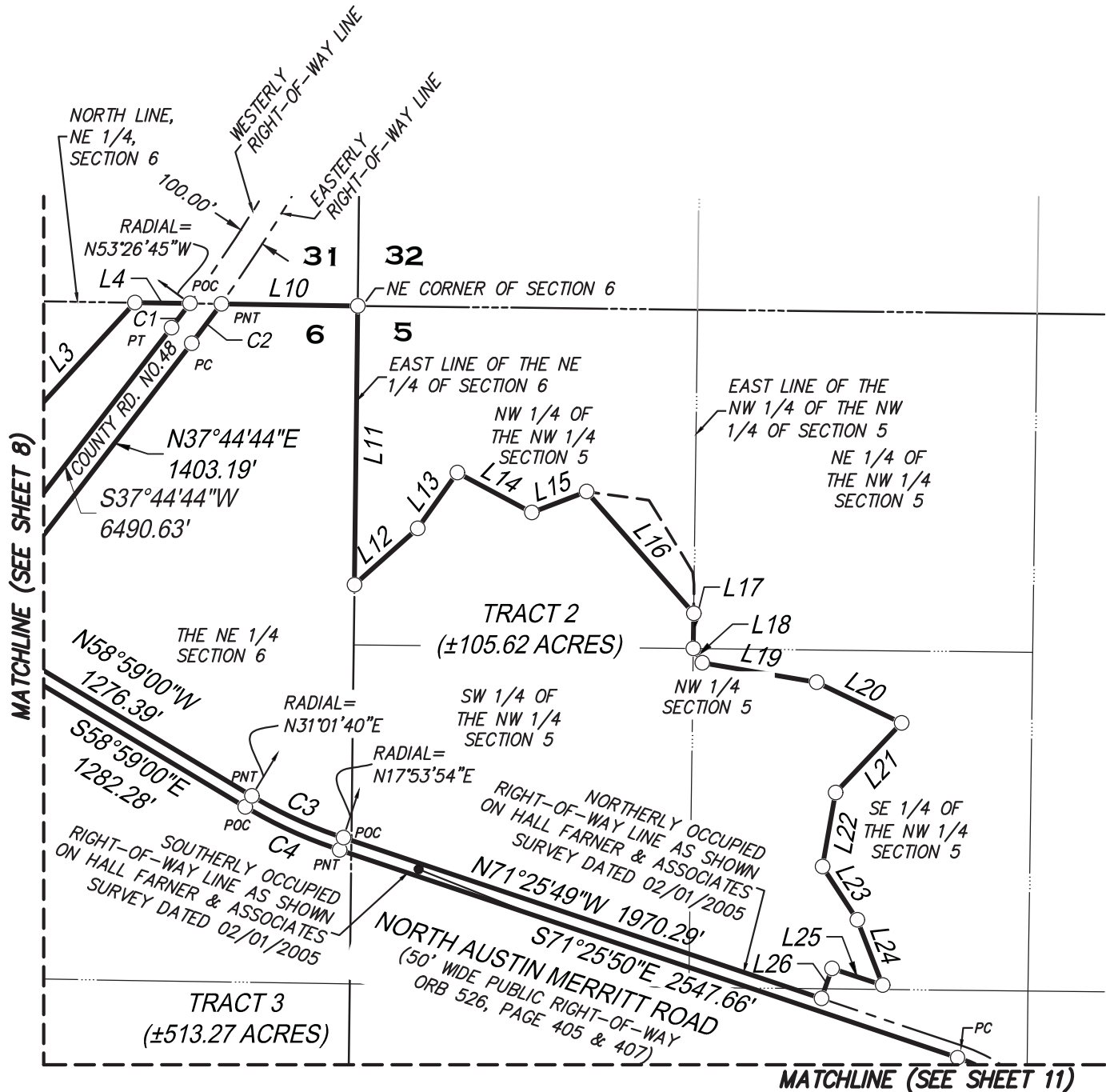
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LB8498

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 10 OF 12



SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEET 12 FOR CURVE & LINE TABLES

 **CFB** | CLYMER FARNER BARLEY
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

S06°13'16"W
461.15'

ORB 523
PAGE 828

RADIAL =
S87°37'42"E

NE CORNER OF
SECTION 7

6

5

7

8

SOUTH LINE OF THE
SW 1/4 OF SECTION 5

N89°30'25"W 2645.41'

SOUTH 1/4 CORNER OF SECTION 5

L30

PNT

L29

L31

ORB 5129
PAGE 1486

EAST LINE OF THE NE
1/4 OF SECTION 7

SOUTH LINE OF THE
NORTH 1/2 NE 1/4
OF SECTION 7

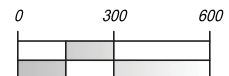
SE CORNER OF THE NORTH 1/2
OF THE NE 1/4 OF SECTION 7

N89°09'29"W 2646.95'

S00°33'51"W 1319.74'



NORTH



1 inch = 600 feet

SEE SHEETS 1-5 FOR DESCRIPTION

SEE SHEET 6 FOR KEY MAP

SEE SHEET 12 FOR CURVE & LINE TABLES



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 B\VOWL 5_CH163 AREA B.DWG : 8.5X11 9/8/2022 5:23 PM BY: DSMITH

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 12 OF 12

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°49'22"W	518.18'
L2	S89°10'38"E	217.51'
L3	N42°32'39"E	694.25'
L4	S89°10'38"E	215.45'
L7	S0°36'59"W	235.00'
L8	N89°09'35"W	180.00'
L9	N0°36'59"E	291.57'
L10	S89°10'38"E	533.63'
L11	S0°40'53"W	1089.08'
L12	N48°17'18"E	330.19'
L13	N35°31'22"E	267.42'
L14	S61°51'03"E	329.31'
L15	N69°07'56"E	229.87'
L16	S41°18'04"E	633.63'
L17	S0°41'46"W	137.17'
L18	S32°14'13"E	65.43'

LINE TABLE		
LINE	BEARING	LENGTH
L19	S80°20'05"E	454.05'
L20	S64°21'57"E	367.76'
L21	S43°33'02"W	374.77'
L22	S10°02'01"W	293.45'
L23	S33°21'10"E	248.66'
L24	S21°00'41"E	273.95'
L25	N71°39'22"W	207.87'
L26	S19°19'17"W	123.83'
L27	N80°39'04"W	454.13'
L28	S86°49'44"E	434.73'
L29	N89°23'30"W	216.28'
L30	S0°34'26"W	170.37'
L31	N89°23'24"W	69.69'
L32	S75°50'19"E	185.15'
L33	S0°36'59"W	13.91'
L34	N89°09'35"W	453.05'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	119.03'	5724.15	1° 11' 29"	119.03'	S37°08'59"W
C2	192.75'	5824.16	1° 53' 46"	192.74'	N36°47'51"E
C3	394.59'	1721.98	13° 07' 45"	393.73'	N65°32'13"W
C4	405.75'	1771.98	13° 07' 11"	404.87'	S65°31'56"E
C5	401.83'	639.96	35° 58' 34"	395.26'	S53°26'33"E
C6	243.53'	304.60	45° 48' 34"	237.10'	S12°32'59"E
C7	455.89'	1084.17	24° 05' 34"	452.54'	S09°40'29"E

SEE SHEETS 1-5 FOR DESCRIPTION
SEE SHEET 6 FOR KEY MAP
SEE SHEETS 7-11 FOR SKETCH



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

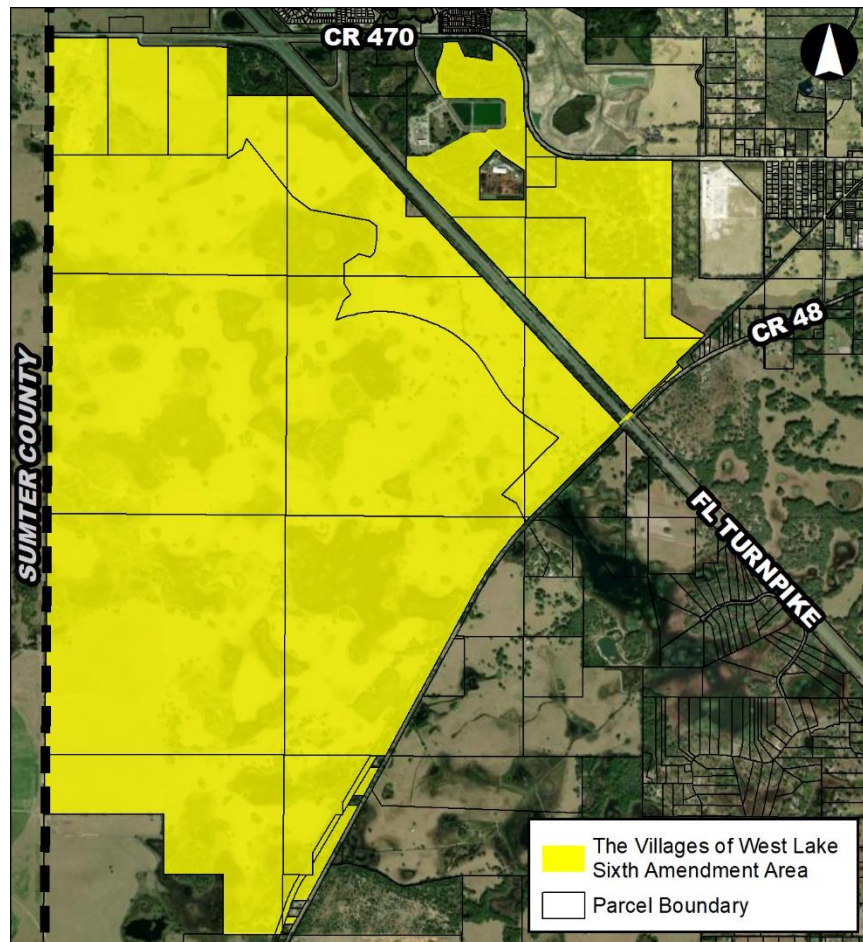
To: Martin L. Dzuro
The Villages

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.

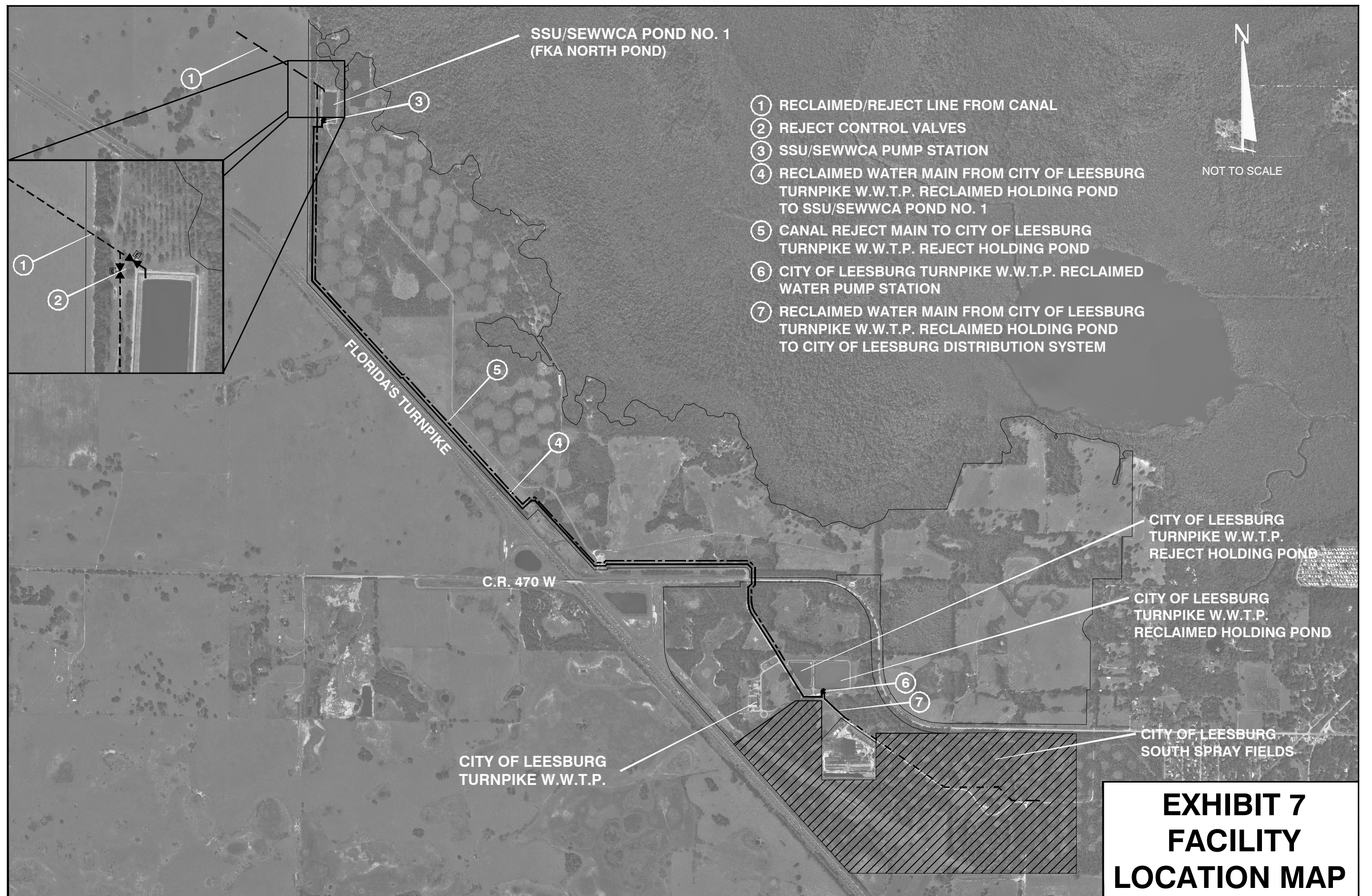


EXHIBIT 8

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: May 13, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, establishing the Grace Key Groves Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the District; providing for the District budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Grace Key Groves CDD)

Staff Recommendation:

Staff recommends approval of the request by Kolter Group Acquisitions, LLC, to create the Community Development District (CDD) known as the Grace Key Groves CDD.

Analysis:

This item is a request from Kolter Group Acquisitions, LLC, (*Jere Earlywine, Kutak Rock, 107 W College Avenue, Tallahassee, Florida 32301, Agent*) to create a Community Development District known as the Grace Key Groves CDD, to consist of 717.86 plus or minus acres, being generally located west of U.S. Highway 27 and south of Dewey Robbins Road, as shown on the attached Exhibit B.

Community Development Districts are permitted under Chapter 190, Florida Statutes, and are a form of special purpose district which can be created to manage, finance and deliver basic community development services. These services can include, but are not limited to, the funding, construction and operation of water and wastewater systems, roads, bridges, transit shelters, environmental, conservation and mitigation areas and parks, plus schools and security measures. These services may vary from district to district. Each CDD is specific to a described area, with no zoning, development permitting or police power, and has no authority to encumber debt to a local government. Each district must remain in compliance with the local governments' comprehensive plan.

Procurement Analysis:

N/A

Options:

1. Approve the request to establish the Grace Key Groves Community Development District; or,
2. Other action the Commission may choose.

Fiscal Impact:

There is no fiscal impact associated with the City of Leesburg as a result of this request.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING
THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT
PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR
AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR THE
BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE
DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT;
PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN
EFFECTIVE DATE. (GRACE KEY GROVES CDD)**

WHEREAS, Kolter Group Acquisitions LLC (the "Petitioner") has petitioned the City Commission for the City of Leesburg, Florida (the "City") to adopt an ordinance establishing the boundaries of the Grace Key Groves Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the Grace Key Groves Community Development District (the "Petition") are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2023).

SECTION 2: DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated Leesburg, Florida, which District shall be known as the "Grace Key Groves Community Development District."

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit A attached hereto, the overall parcel containing 717.86 acres of land.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes (2023), as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall not provide utility service (water, wastewater, reuse, electricity, cable television, telephone or other telecommunications, dial up or broadband internet, solid waste collection and disposal, or any other utility service).

SECTION 5: EXPANSION OF DISTRICT WITH SUFFICIENTLY CONTIGUOUS LANDS. Pursuant to Section 190.046(1)(h), *Florida Statutes*, within ten (10) years of the effective date of this ordinance, the District may petition the City for an amendment to expand the boundaries of the District to include the sufficiently contiguous lands described in Exhibit B. A filing fee may not be charged for this petition.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are William Fife, Eric Morrisette, Owen Budorick, Pete Williams and Greg Beliveau. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: NOTICE TO PURCHASERS. Any and all agreements for the sale of property within the boundaries of the District must include the disclosure statement required in Section 190.048, Florida Statutes (2023) or any successor provision thereto. This requirement shall apply not only to the initial sale of a parcel, but also to all subsequent sellers, successors and assigns, for the life of the District.

SECTION 8: Administrative Correction of Scrivener's Errors. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable, and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 10: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

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

Mayor

ATTEST:

City Clerk

EXHIBIT A
EXTERNAL BOUNDARIES OF THE DISTRICT

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN

NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 2170.56 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1487.11 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690+/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 717.86 ACRES, MORE OR LESS.

EXHIBIT B
FUTURE EXPANSION PARCEL BOUNDARIES

Legal description of the Additional Parcel: S 1/2 OF GOV LOT 4 ORB 1006 PG 15 ORB 1808 PG 1305 ORB 3905 PG 1699 [Parcel No. 05-21-25-0002-000-00600]. For ease of reference, below is a depiction of the original site identified in the Petition along with a depiction of the Additional Parcel highlighted in yellow:



PETITION TO ESTABLISH GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

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

**PETITION TO ESTABLISH
GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

Petition to Establish the Grace Key Groves Community Development District

Exhibit 1 Location Map

Exhibit 2 Legal Description of the District

Exhibit 3 Landowners' Consent

Exhibit 4 Future Land Use Map

Exhibit 5 Location of Existing Major Trunk Water Mains and Wastewater Drainage

Composite

Exhibit 6 Types of Facilities/Ownership of Facilities and Projected Construction Costs

Exhibit 7 Statement of Estimated Regulatory Costs

Exhibit 8 Authorization of Agent

BEFORE THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA
GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Kolter Group Acquisitions LLC, a Delaware limited liability company authorized to transact business in Florida (hereafter "Petitioner"), hereby petitions the City Commission of the City of Leesburg pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (2023), to establish a Community Development District (hereafter "District"), with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District will be located entirely within the City of Leesburg, Florida (hereafter "City"). **Exhibit 1** depicts the general location of the lands comprising the proposed District. The proposed District covers approximately 717.86 acres of land, more or less. The legal description of the external boundaries of the lands that form the District is set forth in **Exhibit 2**.

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District. Documentation of consent to the establishment of the District is contained in **Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are William Fife, Eric Morrisette, Owen Budorick, Pete Williams and Greg Beliveau. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

4. Name. The proposed name of the District is Grace Key Groves Community Development District.

5. Existing and Future Land Uses. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the City's

Future Land Use Plan are depicted in **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the approved City's Future Land Use Plan.

6. Major Water and Wastewater Facilities. **Exhibit 5** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

7. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in three phases over an estimated four-year period from 2024 through 2028. **Composite Exhibit 6** describes the construction timetable and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 6**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes* (2023). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agent for the Petitioner is Jere Earlywine of Kutak Rock, LLP (see **Exhibit 8 - Authorization of Agent**.) Copies of all correspondence and official notices should also be sent to:

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

10. This Petition to establish the Grace Key Groves Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

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

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual

entity capable of making reasonable and efficient provisions for the operation and maintenance of the District's services and facilities.

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

WHEREFORE, Petitioner respectfully requests for the City Commission for the City of Leesburg, Florida, to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes* (2023);

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2023); and

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes* (2023).

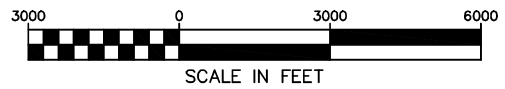
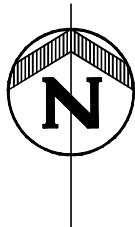
RESPECTFULLY SUBMITTED, this 29th day of April, 2024.

KUTAK ROCK LLP



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

1



**CDD
LOCATION MAP**



902 North Sinclair Ave.
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495

Certificate of Authorization Number: 33380

2

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN

NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 2170.56 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1487.11 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690+/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 717.86 ACRES, MORE OR LESS.

3

**Consent and Authorization of Landowner
to the Establishment of a Community Development District
[Proposed Grace Key Groves Community Development District]**

The undersigned, collectively, are the owners of the lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As owners of lands that are intended to constitute all or a part of the Community Development District, the undersigned understand and acknowledge that pursuant to the provisions of Section 190.005, *Florida Statutes*, the petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consent to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agree to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District. The undersigned acknowledge that the petitioner has the right by contract for the establishment of the Community Development District, and that Jere Earlywine of Kutak Rock LLP is authorized to file and prosecute the petition for establishment.

The undersigned hereby represent and warrant that they have taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officers executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed Community Development District]

Executed this 26 day of April, 2024.

Witnessed:

BAR-KEY GROVES, INC.

Susan C Bringle
Print Name: SUSAN C BRINGLE
Address: P.O. Box 4440
Ocala, FL 34471

Karen A David
Print Name: KAREN A DAVID
Address: 35 SE 1st Ave Ste D
Ocala FL 34471

Harriett C Scales
BY: Harriett C. Scales
ITS: Director/Secretary/Treasurer

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2024, by Harriett C. Scales, as an authorized representative of Bar-Key Groves, Inc., and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



SUSAN C. BRINGLE
Commission # HH 57389
Expires October 26, 2024

Susan C Bringle
NOTARY PUBLIC, STATE OF Florida
Name: SUSAN C BRINGLE
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Exhibit A: Legal Description

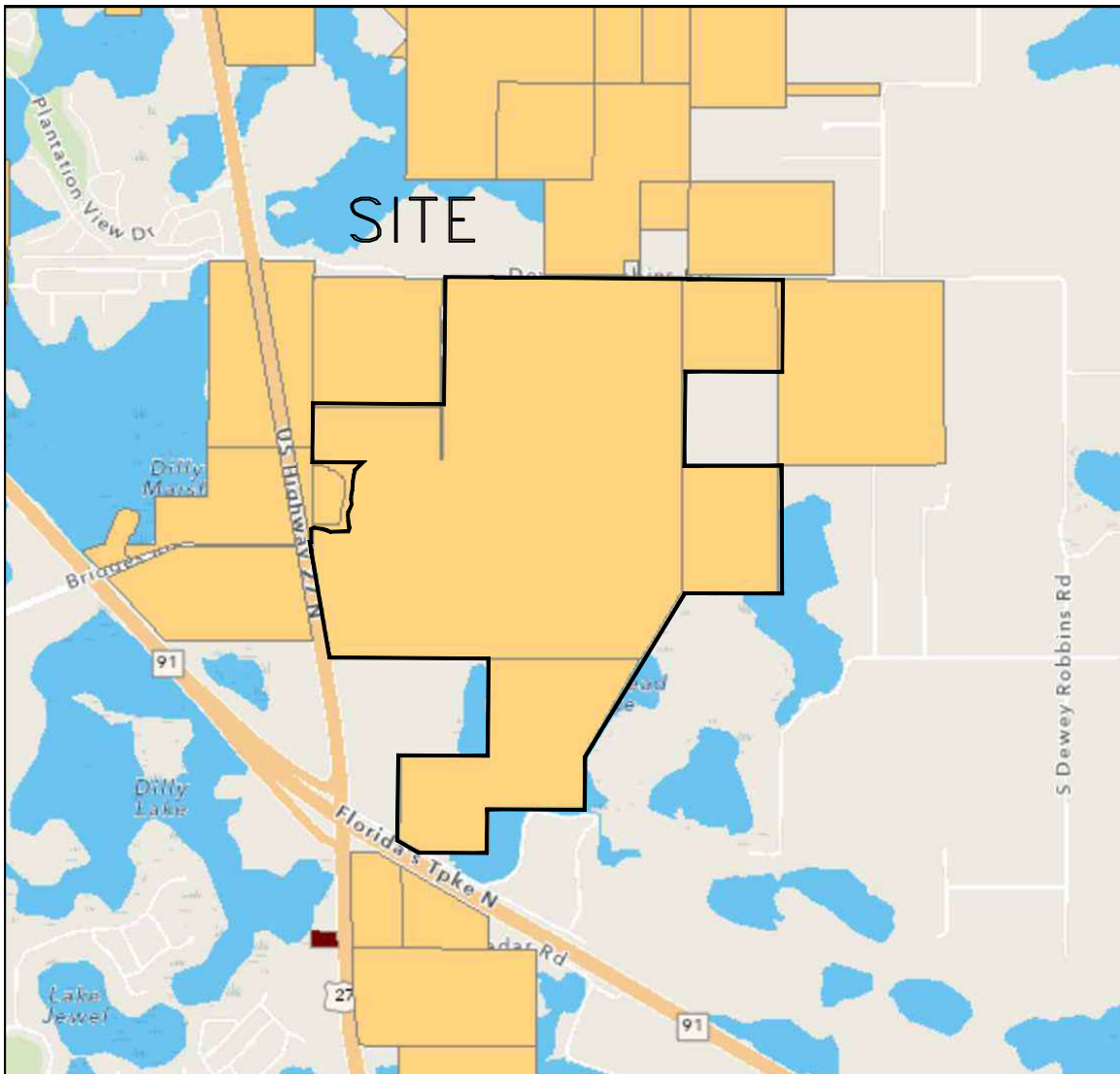
Exhibit A

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET

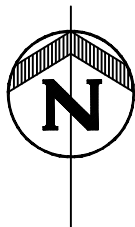
TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 2170.56 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1487.11 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690+/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 717.86 ACRES, MORE OR LESS.

4



 PLANNED UNIT DEVELOPMENT



CDD
FUTURE LAND USE MAP

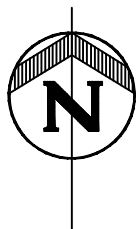
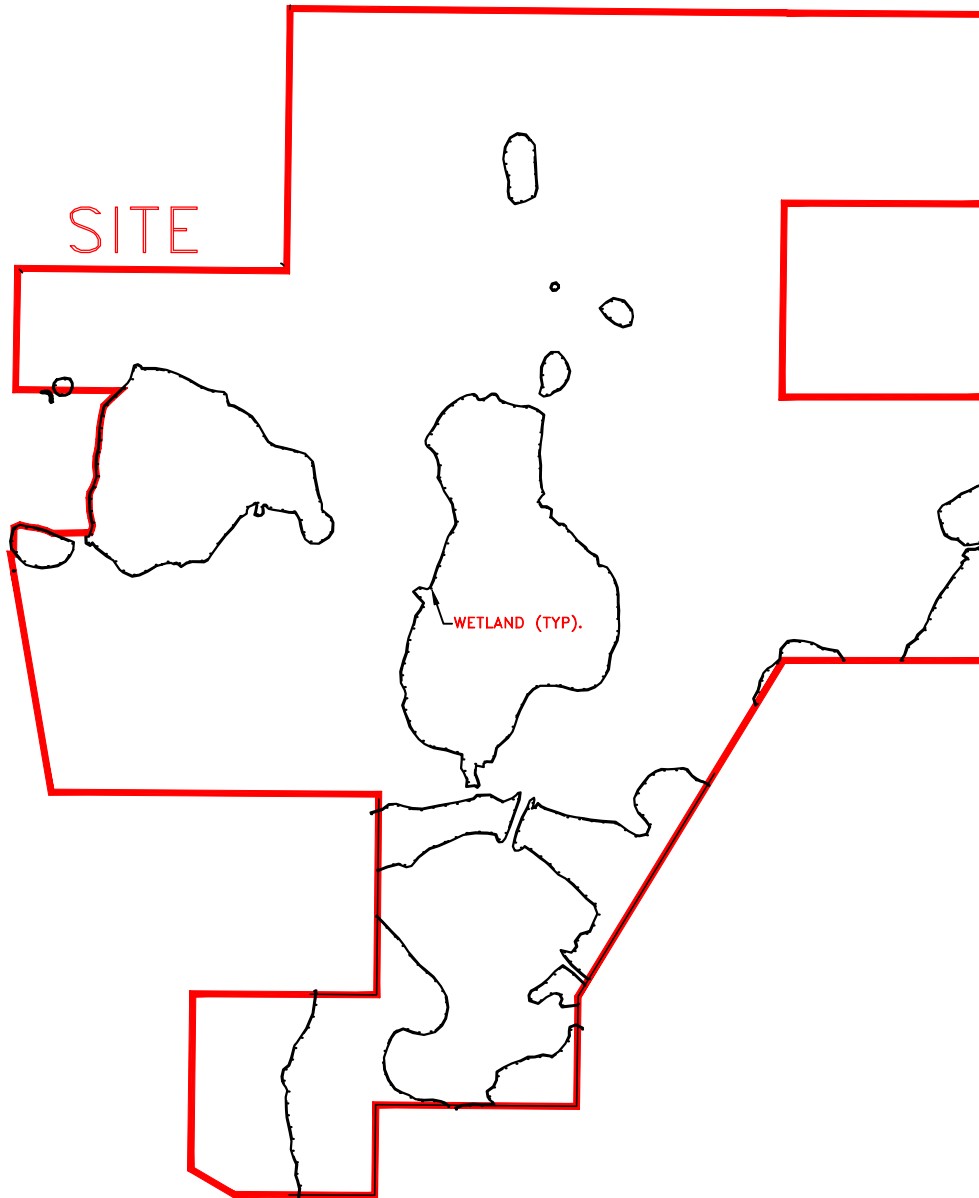


902 North Sinclair Ave.
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495

Certificate of Authorization Number: 33380

5



CDD
EXISTING UTILITY MAP



902 North Sinclair Ave.
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495

Certificate of Authorization Number: 33380

6

Proposed Facilities & Estimated Cost (Phase I)						
Improvement	Estimated Cost	Construction Entity	Final Owner	Start Date	# of days	End Date
Stormwater Management						
System/Grading	\$21,427,132.50	CDD	CDD	6/1/2024	214	1/1/2025
Roadways (Internal)	\$7,440,706.25	CDD	City	1/1/2025	89	3/31/2025
Water & Wastewater Systems						
	\$7,607,977.00	CDD	City	3/31/2025	114	7/23/2025
Hardscape/Landscape/Irrigation						
	\$3,797,735.50	CDD	CDD	7/23/2025	76	10/7/2025
Amenities/Parks/Recreation						
	\$5,000,000.00	CDD	CDD	3/31/2025	180	9/27/2025
Conservation Areas/Mitigation						
	\$600,000.00	CDD	CDD	n/a	n/a	n/a
Offsite Improvements						
	\$555,289.60	CDD	City/FDOT	1/1/2025	90	4/1/2025
Professional Services						
	\$3,714,307.27	n/a	n/a			
Contingency						
	\$5,014,314.81	n/a	n/a			
Total	\$55,157,462.93					10/7/2025

Proposed Facilities & Estimated Cost (Phase II & III)						
Improvement	Estimated Cost	Construction Entity	Final Owner	Start Date	# of days	End Date
Stormwater Management System	\$40,460,388.73	CDD	CDD	10/7/2025	405	11/15/2026
Roadways (Internal)	\$14,050,127.77	CDD	City	11/15/2026	169	5/3/2027
Water & Wastewater Systems	\$14,365,974.62	CDD	City	5/3/2027	215	12/4/2027
Hardscape/Landscape/Irrigation	\$7,171,182.36	CDD	CDD	12/4/2027	143	4/26/2028
Amenities/Parks/Recreation	n/a	CDD	CDD			
Conservation Areas/Mitigation	n/a	CDD	CDD			
Offsite Roadway Improvements	\$300,000.00	CDD	County	5/3/2027	90	8/1/2027
Professional Services	\$6,107,813.88					
Contingency	\$8,245,548.74					
Total	\$90,701,036.09					4/26/2028

7

Grace Key Groves COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

March 5, 2024



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Grace Key Groves Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 717.86 +/- acres of land located within the City of Leesburg, Lake County, Florida (the "City") and is projected to contain approximately 1,577 residential dwelling units, which will make up the Grace Key Groves development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing the District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Grace Key Groves Community Development District

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned residential development currently anticipated to contain a total of approximately 1,577 residential dwelling units. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Grace Key Groves.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the

implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City of Leesburg, according to Census 2020, has a population of 27,000; therefore, it is not defined as a small city for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 717.86 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1,577 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private

sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will

be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the City or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) The City of Leesburg and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. The City of Leesburg, Florida

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 717.86 +/- acre master planned residential development currently anticipated to contain a total of approximately 1,577 residential

dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,206 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of The City of Leesburg. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Leesburg, Florida

The proposed land for the District is located within The City of Leesburg, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for governmental entities.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the City. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$145,858,499.03. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**GRACE KEY GROVES COMMUNITY DEVELOPMENT
DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater Management System/ Grading	CDD	CDD	CDD
Roadways (Internal)	CDD	City	City
Water & Wastewater Systems	CDD	City	City
Hardscape/ Landscape/ Irrigation	CDD	CDD	CDD
Amenities/ Parks/ Recreation	CDD	CDD	CDD
Conservation Areas/ Mitigation	CDD	CDD	CDD
Offsite Roadway Improvements (Phase 1)	CDD	City/ FDOT	City/ FDOT
Offsite Roadway Improvements (Phases 2 and 3)	CDD	County	County

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, the City or its dependent districts, or city management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

Table 2

**GRACE KEY GROVES COMMUNITY DEVELOPMENT
DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Stormwater Management System/ Grading	\$61,887,521.23
Roadways (Internal)	\$21,490,834.02
Water & Wastewater Systems	\$21,973,951.62
Hardscape/ Landscape/ Irrigation	\$10,968,917.86
Amenities/ Parks/ Recreation	\$5,000,000.00
Conservation Areas/ Mitigation	\$600,000.00
Offsite Roadway Improvements (Phase 1)	\$555,289.60
Offsite Roadway Improvements (Phases 2 and 3)	\$300,000.00
Professional Services	\$9,822,121.15
Contingency	\$13,259,863.55
Total	\$145,858,499.03

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Leesburg has a population of 27,000 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" city according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Grace Key Groves development will not produce any marginal effects that would be different from those that would have occurred if the Grace Key Groves development was developed without a community development district established by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Grace Key Groves Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Grace Key Groves development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Grace Key Groves development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other city responsibilities. By contrast, if the City were to establish and administer a dependent special district, then the residents and landowners of the Grace Key Groves development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a city-established, dependent special district is not strictly the City's responsibility, any financial problems that a dependent special district may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the City's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Grace Key Groves Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, Kolter Group Acquisitions LLC, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Establish the Grace Key Groves Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

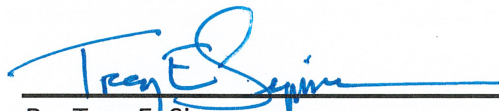


Print Name: Dana Rhodes



Print Name: Bryon T. LoPrete

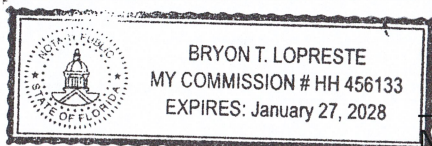
**KOLTER GROUP ACQUISITIONS LLC
PETITIONER**



By: Troy E. Simpson
Its: Authorized Signatory

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2024, by Troy E. Simpson, as Authorized Signatory of Kolter Group Acquisitions LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.





Notary Public, State of Florida

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: May 13, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, terminating the City Manager without cause pursuant to Section 9B of the Employment Agreement between Alfred A. "Al " Minner and the City Commission, authorizing severance payment pursuant to Section 9C of the stated Employment Agreement; and providing an effective date.

Staff Recommendation:

The Commission collectively determines the employment of the City Manager.

Analysis:

Pursuant to the employment agreement between the City Commission and the City Manager, Section 9B, provides for without cause termination of the City Manager. By letter dated May 6, 2024 from Commissioner Alan Reisman and received by the City Manager's office on Friday, May 10, 2024, this item has been added to the agenda.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Severance payment, benefits and other employment costs in terminating the City Manager without cause will cost the City of Leesburg \$121,680.03.

May 6, 2024

Alfred A. Minner, City Manager
City of Leesburg
P.O. Box 490630
Leesburg, FL 34749-0630

RE: Termination without cause

Mr. Minner

This is my five-day written notice pursuant to section 9B termination without cause of your employment contract. I will be making a motion at the upcoming City Commission meeting scheduled for May 13, 2024.

Regards,

A handwritten signature in cursive script that reads "Alan Reisman". The signature is written in dark ink and is positioned above the printed name and title.

Alan Reisman

Leesburg City Commissioner

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, TERMINATING THE CITY MANAGER WITHOUT CAUSE PURSUANT TO SECTION 9B OF THE EMPLOYMENT AGREEMENT BETWEEN ALFRED A. "AL" MINNER AND THE CITY COMMISSION, AUTHORIZING SEVERANCE PAYMENT PURSUANT TO SECTION 9C OF THE STATED EMPLOYMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby terminates the employment of City Manager Alfred A. "Al" Minner without cause pursuant to Section 9B of the Employment Agreement between the parties dated November 12, 2013; and,

THAT the City Commission authorizes the following payments which shall be paid immediately to Alfred A. "Al" Minner, pursuant to Section 9C of the Employment Agreement between the parties dated November 12, 2013 as follows:

ITEM	AMOUNT
\$4,431.60 @ 20 Weeks Base Salary	\$88,632.00
Unused PTO (172.50 Hours @ \$110.79)	19,111.28
FICA, Medicare Tax, Worker's Comp	8,705.66
TOTAL	\$116,448.93

and,

THAT the City Commission authorizes the payment of Employee Health Insurance pursuant to all conditions in Section 9B of the Employment Agreement between the parties, which shall not exceed six months of premiums, totaling approximately **\$5,231.10**

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of May 2024.

James A. Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

RESOLUTION NO. 9312

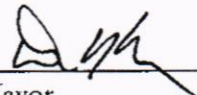
**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING EXECUTION OF A
CITY MANAGER'S EMPLOYMENT AGREEMENT WITH
ALFRED "AL" A. MINNER; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a City Manager Employment Agreement with Alfred "Al" A. Minner whose address is 386 Belfast Terrace, Sebastian, Florida 32958.

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 the 12TH day of November 2013.



Mayor

ATTEST:



City Clerk

City Manager Employment Agreement

Introduction

This Agreement, made and entered into this 12th day of November, 2013, by and between the **City of Leesburg**, a Florida municipal corporation, (hereinafter called "Employer") and **Al Minner** (hereinafter called "Employee"), an individual who has the education, training and experience in local government management to qualify to serve as a city manager, both of whom agree as follows:

Section 1: Term

The term of this agreement shall become effective upon its execution by both parties and continue in effect until terminated pursuant to the terms set forth in Section 9 or Section 10 hereof. The Employee agrees to remain in the exclusive employ of the Employer during the term of this agreement. Employee serves at the will of the Employer.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employer or the Employee to terminate this agreement at any time, subject only to the provisions set forth in Section 9 and Section 10 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ the Employee as City Manager to perform the functions and duties specified in the City of Leesburg Charter, and to perform other legally permissible and proper duties and functions. Employee shall owe employer a duty of loyalty and shall perform all duties with diligence and good faith.

Section 3: Compensation

The Employer agrees to pay Employee an annual base salary of \$145,000.00. Provided that Employee's performance is determined to meet the expectations of the Commission, Employee shall be entitled to annual raises at a rate equal to what is offered other full-time employees whose performance meets expectations, effective on the anniversary date of this agreement. Employer may further increase Employee's salary based on performance, market comparison, or other considerations.

In addition to annual base salary and other benefits provided in this Agreement, Employee shall be paid a lump sum of \$5,000.00 upon approval of this Agreement by the City Commission, to defray moving expenses. This sum may be applied as Employee sees fit. Employee is not required to submit receipts or other documentation of how this sum is spent.

Section 4: Health, Disability and Life Insurance Benefits

Upon commencing employment under this agreement, the Employer agrees to provide and to pay the premiums for major medical/hospitalization, prescription, life, accidental death and

dismemberment, and other insurance coverage for the Employee and his/her dependents equal to that which is provided to all other full-time employees of the Employer. Employee shall pay the cost of premiums for dependent coverage consistent with other employees.

Section 5: Vacation and Sick Leave

Employee shall accrue Paid Time Off (PTO) as provided for all other regular, full time employees. A copy of the Employer's PTO policy is attached as Exhibit "A" to this Agreement. For purpose of PTO accrual, the Employee shall be credited with 15 years of service, such that his base PTO as of the inception of employment will be 30.5 days. PTO will accrue from inception of employment forward at the rate provided for employees with 10 to 20 years of employment as provided in the policy attached as Exhibit "A" but shall not exceed the cap on PTO imposed in the policy.

In recognition that certain unforeseen events may occur or due the functions of the position, the employee will immediately receive 40 hours of administrative time off which may be used during the first year of employment. Administrative leave provided herein shall not (1) accrue beyond 40 hours; and, (2) be eligible for the PTO exchanged policy if not completely used by the end of the first year of employment.

Section 6: Automobile Allowance

To compensate the Employee for all automobile expenses and use related to the duties of City Manager, the Employer agrees to provide a monthly Automobile Allowance of \$300.00 to compensate the Employee for expenses related to the use, purchase and-or lease of an automobile, as well as to operate, insure and maintain a vehicle, as well as for other expenses related to the duties of the Employee.

Section 7: Other Expenses

A. Civic Club Membership. As an inducement to Employee to have greater exposure and involvement in Leesburg activities, employer shall pay the dues and related costs for the employee to become a member and maintain membership in one or more Leesburg-based civic club(s). In no event shall this cost exceed \$750.00 in any fiscal year.

B. Business Expenses. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and agrees to reimburse or pay said general expenses, up to an amount not to exceed \$200.00 per month. The Finance Director shall be authorized to disburse such monies upon receipt of a duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, or to issue a City credit card for such purposes, all the forgoing according to such policies and procedures then in effect governing the reimbursement of expenses to City employees.

C. Professional Development. Employer shall budget and pay all appropriate professional dues, subscriptions, and expenses related to annual conference attendance and occasional training seminars, on behalf of the Employee for purposes of allowing his continued and full participation in direct job-related professional organizations for the good of the City at the national, regional, state, and local levels. Such organizations shall include the International City/County Manager's

Association and Florida City/County Management Association. The Employee will be expected to provide reasonable notice to the City of any planned absences to attend such activities.

D. Employee shall receive a cell phone stipend in accordance with Leesburg Cell Phone Policy 530.

E. The benefits afforded Employee under this Section 7 shall not be due and payable during any time the Employee is on suspension (with or without pay), after the employee has tendered his resignation, regardless of when it takes effect, or after the employee has been notified he has been terminated.

Section 8: Retirement

Employee shall be entitled to retirement benefits consistent with City Ordinance 03-57, as amended, including the option to participate in the ICMA retirement program.

Section 9: Termination and Severance Pay

A. **Termination With Cause.** This Agreement may be terminated for cause by a majority vote of the City Commission. In such cases, the Employee shall be entitled only to accrued benefits available to any other employee. For purposes of this Agreement, "cause" is: (i) conviction of a felony or a crime (whether a felony or misdemeanor) involving dishonesty, moral turpitude, or misfeasance, malfeasance, or nonfeasance in the performance of his duties, or (ii) breach of this contract. The employee shall be given written notice setting forth any charges at least five days prior to a City Commission hearing requested by the Commission member(s) bringing such charges. No severance pay will be provided if Employee is terminated for cause.

B. **Termination Without Cause.** This Agreement may be terminated without cause (as defined in paragraph A above) by a majority vote of the City Commission. Such a vote must be preceded by at least five days written notice to the Employee by a City Commissioner or the City Attorney. In the event Employee is terminated by the Employer before expiration of the aforesaid term of employment without cause, and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to make a lump sum cash payment equal to twenty weeks of base salary payable within fifteen calendar days after termination, unless otherwise agreed to by Employee and Employer. Employee shall be paid for all unused Paid Time Off. Health insurance coverage for Employee shall be continued during the six months after termination or until employee is covered by another group insurance plan, whichever is earlier, and shall be paid for by Employer. At his option, Employee may continue to pay for dependent coverage. No other benefits, including retirement contributions, shall accrue following the effective date of the termination. Severance pay, as defined in §215.425, Fla. Stat. (2013), may not exceed an amount greater than 20 weeks of base compensation.

C. Severance payments must be approved by the City Commission prior to issuance.

D. Should the Employer terminate Employee without cause, and Employee accepts the severance payment as provided in Paragraph B above, Employee agrees to release the Employer from any and all claims, demands, or damage associated with the termination, including but not limited to claims asserted under the provisions of the FMLA or ADA.

E. If the Employer, citizens or legislature acts to amend any provisions of the charter, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the Employer's form of government, the effect of which is to eliminate the Employee's position, substantially reduce his duties and authority, or otherwise create a material, adverse effect on employee, the Employee shall have the right to declare that such amendments constitute termination and shall be entitled to severance as provided in Paragraph B above.

F. If the Employee shall resign at the formal request of a majority of the Commission (as evidenced by a majority in a public meeting), Employee shall be entitled to severance as provided in Paragraph B above.

Section 10: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days notice unless the parties agree otherwise. Provided advance notice is given, employee shall be entitled to pay-out of accrued benefits as otherwise provide for full time employees.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee in August, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The criteria may be added to or deleted as Employer may from time to time determine. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Notwithstanding the foregoing, if the employee is requested to engage in the formulation of process, criteria, and format for his evaluation and refuses to engage meaningfully and in good faith in those negotiations, Employer may proceed with the evaluation using its own criteria.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, provided the Employee works sufficient hours to perform his duties hereunder satisfactorily.

Section 13: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and

Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless as a result of his willful or wanton conduct. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise claims and unless the Employee is a party to the suit in which event Employee shall have a veto authority over the settlement, Employer may settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation after Employee's termination or resignation.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Residency Requirement

Employee shall maintain residency within the Leesburg Utility Service Area during his employment. This requirement may be met through residency at any property that is served by Leesburg's water, wastewater, reuse, natural gas, or electric utilities.

Section 16: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Leesburg Charter or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice. In the event of any conflict, difference, or discrepancy, the terms of this agreement shall take precedence.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630.
- (2) EMPLOYEE: Alfred A. Minner, City Manager, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630 .

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. Integration. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

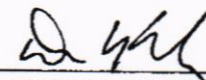
C. Effective Date. This Agreement shall be effective as of the date on which the last party affixes his signature to it.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City of Leesburg has caused this agreement to be signed and executed by the Mayor on behalf of the City Commission, and duly approved as to form by the Leesburg City Attorney, attested by the Leesburg City Clerk, and the Employee has signed and executed this agreement, all in duplicate, the day and year first above written.

THE CITY OF LEESBURG, FLORIDA

BY: _____



DAVID KNOWLES, Mayor

Attest: Betty M. Richardson
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

Paul A. Minner
CITY ATTORNEY

WITNESSES:

Sally A. Maio
Sally A. Maio
(Type or print name of witness)

Kristine Minner
Kristine Minner
(Type or print name of witness)

EMPLOYEE:

Al Minner
AL MINNER

EXHIBIT "A"

365 PAID TIME OFF (PTO)

The City encourages each employee to use their annual PTO entitlement as paid time off for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care. Employees are encouraged to maintain a minimum balance of PTO in their account to cover unforeseen personal or family illness, or the event of an unforeseen emergency.

Administration

1. PTO may be granted for personal illness, personal reasons, accident, or pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e. spouse, children or other dependents living in the same household). In some situations PTO may also qualify as leave under the Family and Medical Leave Act and be treated accordingly.
2. Upon approval from the Department Head and the City Manager, PTO may be used for serious illness of the employee's mother, father, mother-in-law, and father-in-law. In situations where an absence will exceed three days due to illness, or where a pattern of excessive absenteeism exists the City may require written certification be provided by the employee so a determination may be made as to eligibility for PTO.
3. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO for any days or portion of days not payable by Workers' Compensation. Under the Florida Worker's Compensation Law, no compensation shall be allowed for the first 7 days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first 7 days of an absence covered and paid for by Worker's Compensation, the employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.
4. In addition to an employee's own earned PTO time, all regular full-time and part-time employees of the City who have completed six months of employment are eligible for participation in the PTO Exchange Program.
5. Newly hired employees accrue PTO time, but are not permitted to take PTO leave during their first 90 days of service.
6. Regular part-time employees working 20 hours per week or more accrue their PTO time on the same basis as full-time employees, except it is prorated according to the number of hours they normally work.

7. PTO time is not earned during an unpaid leave of absence or unpaid FMLA leave, but is earned during PTO leave or other paid absences.
8. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.
9. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.
10. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with the supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.
11. Physician's Release upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work.
12. A Supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay, as provided in paragraph 13 of this policy..
13. Deductions from an employee's accrued and available PTO balance may be made for actual time used, and may include deductions in increments less than a full day, i.e. less than an hour, 1 hour, half a workday, etc., for absences due to personal reasons, accident or illness. This deduction from the PTO balance applies regardless of whether the employee is paid on an exempt (salaried) basis, or a non-exempt (hourly) basis. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

Scheduling

1. Requested PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor. PTO time shall be requested by using the Employee Leave Request Form in advance. The request may be denied if granting PTO would leave the City understaffed, or if scheduled work could not be performed in the absence of the employee. Denial is at the discretion of the supervisor or Department Head.

2. Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.
3. If a City paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.
4. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.

Accrual

Paid Time Off (PTO) shall accrue for each full-time employee from the employee's date of hire at the following rates:

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.

PTO Annual Accrual Chart			Part-Time PTO Annual Accrual (Days)				
Full-Time Employees			Based on Normal Scheduled Hours				
Years of Service	PTO Days per Year	Years of Service	90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Maximum Accrual Permitted

Unused PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.
2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12 month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made on the next regular pay day to the employee or in a contribution to the employee's ICMA account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six months of employment as a Police Officer or Firefighter where the probationary period is greater than six months).

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City. The following are the guidelines for the use of this policy:

1. The employee must be a full-time or part-time regular employee who has successfully completed their probationary period of employment (or six months of employment as a Police Officer or Firefighter where probationary period is greater than six months).

2. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household).
3. Employees are only eligible to receive a maximum of 12 weeks of donated PTO leave per 12 month rolling period. (Example: Once 12 weeks have been used, the employee is not eligible to use donated PTO leave until 12 months have passed.)
4. Donations shall come from the Long Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
5. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 consecutive calendar days in either paid or unpaid leave status.
6. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 5 above.
7. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
8. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
9. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations/leave.
10. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
11. All donations must be in even amounts (whole numbers). (Example 4, 7, or 9 hours; fractional donations are not acceptable.)
12. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: May 13, 2024

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to update the City Manager Evaluation process; and providing an effective date.

Staff Recommendation:

Staff recommends the Commission utilize the updated City Manager Evaluation form. Staff also recommends the City Manager complete a self-evaluation using the same form.

Analysis:

Based on feedback received from commissioners, the recommended evaluation form sets clear parameters for the evaluation period and goal-setting measures.

In May 2023, the Commission held a goal-setting workshop. Thereafter, the Commission adopted Resolution #11,343 which established goals for the FY 24. These goals are an easily measurable way to conduct the next City Manager evaluation, due in August 2024. The Commission and City Manager may provide their forms to the Director of Human Resources to be placed as an agenda item for discussion during the August 12, 2024, regular meeting.

Discussion also ensued regarding receiving feedback from all employees. Should the Commission choose to proceed with an "all employee" survey, the creation of such survey may be discussed with the Personnel Committee, comprised of Commissioner Berry and Commissioner Connell, and brought back to the Commission for approval prior to rolling out. The survey may encompass various aspects, to include employee input on leadership, training, benefits, wellness, and other areas decided by the Personnel Committee and approved by the Commission. If the Commission would like to use the results of this survey as another tool in their evaluation of the City Manager, a directive would need to be given to staff in order to ensure a timeline that coincides with the City Manager's evaluation process.

Procurement Analysis:

N/A

Options:

1. Approve the updated City Manager evaluation process; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO UPDATE
THE CITY MANAGER EVALUATION PROCESS; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the City Manager evaluation form will be updated, as attached hereto, and used by the Commission to annually review the City Manager's performance pursuant to Section 11 – Performance Evaluation – of the City Manager's Employment Agreement approved by Resolution No. 9312, dated November 12, 2013; and,

THAT the City Manager shall use the same form and conduct a self-evaluation and submit a completed review to the Commission, prior to the public review of the City Manager, which shall be conducted at the first regularly scheduled meeting of August; and,

THAT (This left initially blank for other items the City Commission may include as part of the evaluation process at the Regular Meeting scheduled for May 13, 2024).

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 _____ day of _____ 2024.

Mayor

ATTEST:

City Clerk



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2023 – JULY 2024

City Manager Al Minner

By _____
Signature

City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.		
Commission Relations ➤ Is responsive to Commission direction.		
Citizen Relations ➤ Maintains positive and responsive relations with citizens.		

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		
Decision Making ➤ Acts on and consistently makes good and timely decisions.		
Personnel Management ➤ Able to lead, motivate and manage personnel.		
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.		
Budget Management ➤ Able to develop and manage municipal budget.		
Communications ➤ Able to effectively communicate with the Commission and staff.		
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		
Public Relations ➤ Has effective media program and responsive to citizen concerns		
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.		

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.		
Character/Attitude ➤ Acts as a positive role model with a positive and infections attitude. Maintains highest degree of ethical standards.		
Planning ➤ Able to develop, manage, implement and execute plans.		
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.		
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		

COMMISSION MEMBER ADDITIONAL COMMENTS

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2025 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City manager will then work on these adopted goals for the next year. The FY 25 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. _____

2. _____

3. _____

4. _____

5. _____

RESOLUTION NO. 11,343

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, REAFFIRMING THE MISSION AND VISION STATEMENT; ESTABLISHING GOALS FOR THE ORGANIZATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission originally adopted the Vision, Mission and Organizational Goals of the City of Leesburg through the Fiscal Year 2019 Budget Process (attached hereto and marked exhibit "A"); and,

WHEREAS, on Saturday, May 20, 2023, the Mayor and City Commission conducted a Vision Retreat whereby organizational goals were discussed and considered; and,

WHEREAS, the Mayor and City Commission collaborated with Levey Consulting, Department Directors and the City Manager to establish new priorities.

NOW THEREFORE, be it resolved by the Mayor and City Commission of the City of Leesburg, Florida, that the Mayor and City Commission do hereby establish, adopt and seek to accomplish the following:

1. **PURSUANT TO GOAL #1** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to eliminate blight and stimulate growth by investing in neighborhood redevelopment, while also pursuing new economic opportunities by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - REDEVELOPMENT AND DEVELOPMENT

ASSOCIATED TASK(S):

- Update the City's Comprehensive Plan
- Modify and Better Promote the Home Rehabilitation Home Grant Program
- Modify and Better Promote the Façade, Sign and Landscape Grant Program
- Complete Pine Street Redevelopment Project
- Manage Development Entitlements to Improve Leesburg and the Lake County Region
- Leverage Leesburg International Airport to Promote Economic Investment
- Ensure Good Relationships with Other Local Governments and Regulatory Agencies

2. **PURSUANT TO GOAL #2** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to lead the industry in providing high quality, low cost, customer driven utility services by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - INFRASTRUCTURE EXPANSION

ASSOCIATED TASK(S):

- Develop South Sewer Main By-Pass System

- Invest in Trail Enhancements that Connect Leesburg to the Central Florida Region
- Seek Commercial, Parking and Recreational Opportunities at Venetian Gardens

OBJECTIVE – MARKETING

ASSOCIATED TASK(S):

- Contemplate Ways to Better Promote Organizational Accomplishments

5. **PURSUANT TO GOAL #5** of the City of Leesburg Vision, Mission and Organizational Goals Statement, the Mayor and City Commission seek to foster an environment where local governance is collaborative, transparent and fiscally sound by focusing on the following primary objective(s) and accomplishing the subset task(s):

OBJECTIVE - PAY CLASSIFICATION SYSTEM

ASSOCIATED TASK(S):

- Provide Regionally Competitive Employee Benefits and Wages

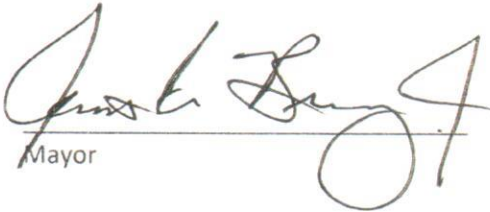
OBJECTIVE - CONTINUALLY ENSURE PUBLIC TRUST WITH RESPECT TO FIDUCIARY DUTIES

ASSOCIATED TASK(S):

- Maintain Strong Reserve Levels
- Collect and Set Reasonable Fees, User Charges and Tax Levels
- Provide Clear and Accurate Records, which are Easily Accessible to the Public

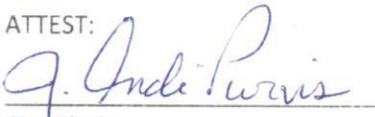
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of June 2023.



Mayor

ATTEST:



City Clerk