

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
TUESDAY, MAY 28, 2024 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. LGBTQIA+ Pride Month

3. PRESENTATIONS:

A. Chief of Police Badging Ceremony - Joe Iozzi

B. Community Development Corporation of Leesburg, Inc. Presentation to Samantha Isom

C. Comp Plan Update

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held May 13, 2024

B. PURCHASING ITEMS:

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute special warranty deeds to convey surplus vacant lots to non-profit organizations as established by the Surplus Lot Donation Policy & Procedure; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Norman S. Novis and Alona O. Novis, joined by United Southern Bank; and providing an effective date.**
3. **Resolution of the City Commission is the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Michael Stoyanovich and Janet Cary Stoyanovich, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Running S Investments, LLC, joined by Citizens First Bank, and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, entering into a Purchase and Sale Agreement with Alliance Church to obtain real property relating to Lift Station 3; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida creating a Teacher Utility Incentive Program; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, 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)

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 506 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for single-family (attached and detached) with commercial and multi-family uses for a property generally located west of County Road 33, north of Florida Turnpike, and south of County Road 48, lying in Section 21, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Denham Village PUD)**
- 2. An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinances 24-04, 24-05, and 24-06, Village Palms Annexation, Large Scale Comprehensive Plan, and PUD Rezoning; pertaining to the legal description; for a property consisting of approximately 316 acres; and being generally located south of State Road 44 and west of Whitney Road, as legally described in Section 19, Township 19 South, Range 24 East and Section 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms Scrivener's E.)**
- 3. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.434 +/- acres; and being generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida. Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date (Griffin Road Salon ANNX).**
- 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 0.434 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida. (Griffin Road Salon SSCP)**
- 5. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.434 +/- acres from Lake County RP (Residential**

Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a salon use for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida. (Griffin Road Salon SPUD)

C. NON-ROUTINE ITEMS

- 1. Resolution of the City Commission of the City of Leesburg, Florida extending the Electric Meter Connection Deadline pursuant to the charges in Aid to Construction Agreement with Venetian Isles Developers, LLC.; 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.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

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

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, May 13, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. Leesburg High School Boys Weightlifting Team State Championship

Mayor Burry read a proclamation acknowledging the outstanding sportsmanship and athletic achievements of the 2023-2024 Leesburg High School Boys Weightlifting Team applauding their back-to-back State Championships and urging all citizens of Leesburg to celebrate their extraordinary season and wish them continued success. Go Jackets!

Head Coach, Josh Boyer received the proclamation on behalf of the Weightlifting Team. The boys of the Weightlifting Team provided a "We are Leesburg" t-shirt to each commission member.

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.

Mayor Burry informed everyone that later on in the agenda they will be taking public comments about the position of the city manager. This is not the time to do that, since we will allow for public comments at that time.

Lay Brother Stephen Gerard Sidlovsky of 119 West 8th Street, Blaine, Ohio said he was there to provide an update on the new Florida Personhood City resolution. He was specifically visiting cities in Sumter and Lake County. Since the last meeting, he has begun speaking to other cities and towns, including Bushnell, Eustis and Minneola about the personhood resolution and preamble covenant personhood language and citizens could vote to have it inserted in each respective city charter. The cutoff date for the personhood resolution for the General Election in November is August 23, 2024. He remembered that date because it was his sister's birthday. He was invited by the Conservative Villages Salt and Life Faith Committee to provide a personhood education brief. That group clapped and continues to focus on opposing Florida Amendment Four, which he labeled a culture of death issue and everyone will be voting on that this November. He strongly recommended voting no on Amendment Four. A yes vote of 60% will authorize the deaths of 65,000 innocent babies peacefully developing in their mother's wombs annually. We just celebrated Mother's Day, and his mother, Arlene Marie, was a traditional stay-at-home mom who taught four kids about the typical house chore responsibilities. She valued birthdays and always provided him with his favorite birthday cake, carrot cake. Whenever they expected company, his mother always chose him to clean the bathroom because she wanted to show cleanliness, and she wanted to provide the best hospitality for family members and guests. If his mother ever heard vulgar language coming out of his mouth, she would quickly guide him to the bathroom sink and wash his mouth out with ivory soap. He thanked his mom for teaching him how to speak properly. He has been providing personhood education throughout the area, and he will do another follow-up. He ended his comments with a history lesson. Patrick Henry years ago said in a wonderful speech "give me liberty or give me death." He would parallel that by saying give the baby, the person, human acknowledgment of fetal personhood and the right to birth liberty and never death in the mother's womb.

5. CONSENT AGENDA:

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

Commissioner Reisman moved to adopt the Consent Agenda as presented, and Commissioner 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 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)**

ADOPTED RESOLUTION 11,811

- 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.**

ADOPTED RESOLUTION 11,812

- 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)**

ADOPTED RESOLUTION 11,813

- 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.**

ADOPTED RESOLUTION 11,814

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.**

ADOPTED RESOLUTION 11,815

6. **Resolutions authorizing execution of Gas Service Agreements between the City of Leesburg and TLC Whitemarsh, 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 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.**

ADOPTED RESOLUTION 11,816

- 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 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.**

ADOPTED RESOLUTION 11,817

- 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.**

ADOPTED RESOLUTION 11,818

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.

ADOPTED RESOLUTION 11,819

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)**

ADOPTED ORDINANCE 24-20

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 Pederson seconded the motion.

CA Watson asked everyone who wished to provide testimony on any of the public hearings or non-routine items under 6A or 6B on the agenda to stand and raise their right hand. He swore them all in. **Mayor Burry** asked the planning and zoning director to provide an overview.

PZD Miller stated this was a housekeeping item. It is a request for a small scale comprehensive plan map amendment to go from low density residential and industrial to very low density residential. It is located east of Flatwoods Road and west of South Street. It is part of the South Winds Cove development. The total area is 4.72 acres. The South Winds Cove development is almost all two-story town houses. In this case, where Harbor Winds is located, they would like to put one-floor apartments. There would be no density increase. The current zoning is R-3 high density residential. They would like to clean up that land use and provide a use that the city does not have enough of. **Mayor Burry** asked if there were any questions for the planning and zoning director. There were none. He asked if the petitioner had anything to add. **PZD Miller** stated they were good with everything that had been previously discussed. **Mayor Burry** asked for public comment. There were none.

The roll call vote was:

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

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

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)**

ADOPTED ORDINANCE 24-21

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 requested comments from the Commission and the audience.

PZD Miller stated this is located on the north side of West Meadow Street and ends at the Fountain Lake bike path. It is across from the Beacon College athletic field. It is a small vacate of a previously platted roadway, it has been there for many years and never constructed. It is only 7,367 square feet. It is a rectangular shape and the purpose of the vacate is to allow Beacon College to build an athletic/health center. They have been working with Beacon College on this, they have reviewed designs, and it looks really good. **Mayor Burry** wanted to clarify that this was a road to nowhere. **PZD Miller** agreed it is a road to nowhere. It is on paper, but never built. **Mayor Burry** asked if there were any further questions or comments. There were none.

The roll call vote was:

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

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

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)**

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 Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner wanted to give a quick summary of this item and the next item, since they are technically one and the same. One is for rezoning, which is this item, and the next one is the PUD. The airport through the city commission is trying to sell a ten acre parcel to some developers which affects the northwest corner of US 441 and College Avenue. Part of the contingencies in the sales contract, which was about 2.7 million dollars for the ten acres, included them getting the rezoning they needed. However, at the 11th hour, he was contacted by the college because they had concerns about the development. Years ago, the city promised to never develop this parcel. We worked out a quid pro quo where the college gave us this property, and we gave the college some other property. Now, the city attorney is going back through the records on this, but long story short, he has been in touch with the college, the developer and the county to try and get this concern squared away. They need to do more homework, so he asked that this item be tabled to a date certain of June 10, 2024. We will readvertise, and follow up with the city attorney. His report covered this item and the next agenda item. If they decide to table this, they will need to read the next one aloud and table it to a date certain as well.

Commissioner Reisman made a motion to table this item to a date certain of June 10, 2024, at 5:30 p.m. in the commission chambers, and Commissioner Pederson seconded the motion.

Commissioner Reisman mentioned that the FAA elevation points for the buildings have not been approved, so it is a good idea this item is being postponed. **PZD Miller** agreed. Anytime you are near the airport, there is an area on the FAA website that they have to log into and describe the tallest point on the property, such as the top of the structure or if there would be an antenna, things like that. They also need to provide the legal description. The FAA would come back and say what they are allowed to do within that flight area, zone or path. They have different names for the different paths, but anything that is built within that area requires them to provide that information on their website. They also have to work with the city's airport manager. They have to insert that information into the FAA website to see what the height is. He could not remember the numbers, but it was 0 to 200. Then it is one foot for every so many feet, and it keeps ascending. Basically, whatever we say in the PUD, the FAA can overrule if it is too tall. **Mayor Burry** asked if there were any other questions or 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 tabled the ordinance.

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)

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 Pederson seconded the motion.

Commissioner Reisman made a motion to table this item to a date certain of June 10, 2024, at 5:30 p.m. here in the commission chambers, and Commissioner Berry seconded the motion.

Mayor Burry asked if there were any further questions or comments. There were none.

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 tabled the ordinance.

- 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.**

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 the city manager to provide an update on this item.

CM Minner stated his report would cover items five, six, seven, and eight. They are all Villages related. These items concern the adoption of an age-restricted development (ARD) zoning classification. It would overlay the Secret Promise property and the 163 Agreements do that. There are some franchise agreements that are split into two parts. This specific item (item five) is a franchise agreement for water,

sewer and reuse water. Item number six is a franchise agreement for solid waste. So, items five and six expand our franchise agreements onto the newly purchased property. Long story short, there were some advertising issues, so we need to readvertise. This also ties into items seven and eight. This advertisement requires a full thirty days versus a two-week cycle. He asked that this be rescheduled to a date certain of June 10, 2024, at 5:30 p.m. in the commission chambers. At that meeting they will reverse the order, but items five and six deal with franchise agreements. There is a lot of strike-through language and red language in the drafts. However, everything will be the same as it was done in the past. When they put together the ordinances for franchises for how we will deal with all items associated, these are the same. They just copied everything from the past and pasted it onto these items.

Commissioner Reisman made a motion to table this item to a date certain of June 10, 2024, at 5:30 p.m. here in the commissioner chambers, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

- 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.**

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 Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience. There were none.

Commissioner Reisman made a motion to table this item to a date certain of June 10, 2024, at 5:30 pm in the commission chambers, and Commissioner Pederson 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 tabled the ordinance.

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.

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

Mayor Burry requested comments from the Commission and the audience. There were none.

Commissioner Reisman made a motion to table this item to a date certain of June 10, 2024, at 5:30 p.m. here in the commission chambers, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

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.

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

Mayor Burry requested comments from the Commission and the audience. There were none.

Commissioner Reisman made a motion to table this item to a date certain of June 10, 2024, at 5:30 p.m. in the commission chambers, and Commissioner Berry 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 tabled the ordinance.

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)**

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

Mayor Burry asked the planning and zoning director to provide an overview of this item.

PZD Miller stated this is the Community Development District for the Grace Key Groves, which covers

the Bar-Key subdivision. It is located in South Leesburg north of the Turnpike and east of US Highway 27. There are 1,700 units on 717 acres. As a reminder, CDD's are allowed under Chapter 194 of the Florida Statute, under the method of creating and funding special purpose districts that manage finance and deliver basic community services such as water, wastewater and roads, security, infrastructure and bridges, things of that nature. They cannot create a debt to be encumbered to city government, and they have no zoning or police powers. This is a way of getting the people who move there to pay for the infrastructure. Mr. Jere Earlywine of Kutak Rock was in attendance. This is the first reading and the second reading is scheduled for May 28th. **Mayor Burry** asked if there were any further questions or comments. There were none. He stated this item would lay over until May 28, 2024, for a second reading.

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.**

DENIED RESOLUTION 11,820

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

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

Mayor Burry wanted to make sure the public understood the differentiation because there are two ways the city manager could be terminated. One is with cause and the other is without cause. He asked the city attorney to provide more information about this. **CA Watson** stated there are two different procedures by which the city manager could have his employment terminated, and they are spelled out in his employment contract. One process would be with cause, which involves criminal activity, dishonest behavior, malfeasance of duties or breach of contract. The other process is without cause, which allows the city commission to terminate the city manager without any cause. Under this procedure, there would be compensation due to the city manager in exchange for certain things. An example would be a waiver of any claims against the city. Another thing contemplated in the contract is if the commission were to take a vote due to no confidence, they could request the city manager to resign and if the city manager accepted that vote and resignation request, he would be entitled to the same compensation as being terminated without cause. However, they would need some legal basis for terminating him, otherwise, he would be entitled to compensation. When terminating without cause, they do not need a legal reason as long as compensation is paid according to the contract.

Commissioner Reisman stated he initiated the letter to the city manager. One of the most important values in a relationship, whether it be personal or professional, is trust. He gives trust freely, and he has now experienced multiple instances with the city manager in which he has been deceived or misinformed. No matter if the lies were big, small or partial truths, ultimately they were still a lie. As a commissioner, he must rely on the city manager to represent the commission and lead our city. He needs to be able to place trust in our city manager without a doubt, and he can no longer do that because the trust he had with the city manager has been broken. He assured everyone that this decision was not made

hastily. If he were in this position with his superiors, he would no longer hold a position in his company. His campaign for commissioner was conducted on transparency and communication as those are important to him. On Monday, April 29th, the city manager contacted him to discuss a position change for Robert Hicks. The city manager informed him many times that this decision was within his authority. He asked the city manager if he had run this concept by the other commissioners, and he answered yes. He said he ran it by the four commissioners with whom he valued their opinion. He said they were all on board. Initially, he agreed to the concept with hesitation. The city manager said he would make the offer to Robert Hicks on Wednesday, May 1st. After further thought, he contacted the city manager on Tuesday, April 30th, in the morning to make him aware that he had concerns, and he asked to speak to him prior to making the final decision. The city manager quickly responded and said he had already made the offer to Robert Hicks. He stated he made the offer sooner than discussed based on his acceptance. He told the city manager this was a huge decision, and he needed time to process it. He felt it needed further discussion. The city manager responded that he would rescind the offer pending further discussion. After a very long and not so pleasant conversation, it ended in a disagreement between him and the city manager. Shortly after that call, he received another call from the city manager saying he would not apologize for anything he said or did and that he would move forward with his decision. He had concerns about this, and it was a substantial organizational change that was made quickly, so why the rush? He would have liked some public discussion to allow the concept to be discussed between all commissioners. He was unclear about how he proposed to pay for the pay gap with a non-budgeted staff person. Was the expense of this hire within the authority of the city manager or was a formal vote required? If the position required a vote, this could have been done during a public forum. He had concerns about Robert Hicks being able to fill three roles. He had concerns about the extreme differences in job duties between the police chief and deputy city manager. He would also cover the procurement manager and admin buyer. He had concerns about the lack of succession planning regarding the hiring and training of a new police chief while ensuring the continuance of public safety. Why did the city manager not seek legal counsel on this change? The city attorney was unaware of this decision until he discussed it with him. He asked the city attorney about the process, and how the process was done. Does this open the city to any potential lawsuits or discrimination lawsuits? Lastly, he is a professional and he takes this role seriously. He values everyone's opinions, but he can make his own independent decisions.

Mayor Burry inquired about the city charter and if it allows the city manager to hire a deputy city manager and place somebody in that position without seeking the commission's consent. **CA Watson** answered yes. According to the city charter there are a couple of provisions that are relevant. The first, Section 7, addresses the administration of the city, and it is exercised by the city manager. This provision states that the city commission may, by ordinance or resolution, prescribe the manner in which any power of the city may be exercised. However, neither the commission nor any of its members shall dictate the appointment of any person to an office of employment by the city manager or in any manner prevent the city manager from exercising his or her own judgment in selecting personnel for the city manager's administration. The city commission and its members shall deal with the administrative services through the city manager and neither the commission nor any member thereof shall give orders or make requests of the subordinates of the city manager either publicly or privately. In Section 22, under the city manager's heading, it addresses the powers and duties of the city manager. He did not want to rehash what it said because it pretty much mirrored the provisions he had just read. It talks about the city manager having the sole authority to appoint, suspend, demote or discharge subordinate officers and employees of the city. In Section 23, it states that the city manager shall determine the number of city employees and their compensation subject to the approval of the city commission. Salaries and other compensation shall be uniform for like services in each pay grade within the city's position classification scale as recommended by the city manager and approved by the city commission. All salaries, compensation and dates of employment discharge shall be reported promptly to the city clerk and finance director by the city manager. When looking at these three provisions, he believes the city manager has the

authority to control the employees in all departments. The city commission has a role, as we just read in the last section, which relates to compensation being approved for city employees. If there is money available to pay employees in the budget and if the salary is within the range of position that was approved by the commission, that would fall within the city manager's purview. If the city manager were trying to go outside the pay scales that were determined by the commission, then he would be going outside the boundaries. There was a concern by Commissioner Reisman about potential legal exposure for this type of thing and about this position not being advertised as some other positions might be. There was an issue about the advertisement and/or notification of a position, and having clear communicated qualifications and criteria for that position. When an application period has run, there would be a clear pool of candidates and a risk analysis in terms of exposure to potential discrimination claims based on the applications received. If the city does not advertise for a position, it would not be clear as to what the qualifications are for the position. The concern compared this situation with a noticed position and if it could cause risk exposure, and that is unknown because we do not know who the pool of candidates would be and whether they applied for the position is not relevant because they did not have knowledge of the position. The risk of exposure may come into play between an advertised position and an unadvertised position. **Mayor Burry** asked if there were any other questions for the city attorney.

Commissioner Connell asked about the filling of a position that was not budgeted. **CA Watson** answered that he understands the concern, but from his perspective, if there is money available to pay employees and the city manager decides he wants to shift an employee into a managerial role or department head type role, if there is money available that has been approved to pay employees, it would be okay. He does not have any concerns about that. In this situation, he heard that there were three different department head pay scales that were approved within the last year that included pay ranges for the department heads and the deputy city manager was listed as an example. Although it was not called out as creating a position, he did not see a problem unless there was no money available to pay that employee, and he pulled money from somewhere else. In Section 23 it talks about the commission approving salaries.

Commissioner Berry mentioned her perception of this, that it was a policy issue and if the city manager had the authority to hire the executive management. **Mayor Burry** stated that is how it is written in the charter. **Commissioner Berry** said she hears that, but that is the issue. **CA Watson** clarified as the mayor pointed out it is embedded in the charter. The commission could pass an ordinance putting that issue to a vote. In order to change that, it would have to be voted on just as the utilities were voted on a year or two ago. **Commissioner Berry** mentioned that she was just making a statement about what she was hearing. **Commissioner Reisman** stated the city manager made it very clear that he had been considering this for years, so why the rush, why not bring this concept up at a budget meeting? Also, when talking with the city manager, he said this all conspired within the last twenty-four hours of when he talked to him. Robert Hicks called him later in the week, and he said that he had been talking to the city manager about this for a while. When he asked the city manager about the rumors he heard, he told him the rumors were not true. However, Robert Hicks said they have been talking about this for years. Why not bring this up at a commission meeting? Why do it behind closed doors, even though it is within his authority? **Mayor Burry** stated exactly, that it is the city manager's business, it is not the city commission's business. Our business is whether the city manager and city attorney sit in their seats. The rest of it is run by the captain of the ship, the city manager. We are just the board of directors that decide where the ship goes. That was his understanding. **CA Watson** agreed. What he just said was consistent with what he read from the city charter.

CM Minner stated he works at the pleasure of the commission. He did not want to get into a tit-for-tat with Commissioner Reisman's opening statement. Frankly, it was pretty close to being accurate. There were a few little things he would dispute, like lie versus miscommunication. However, to the point about talking to four of the five commissioners. He did not speak with all the commissioners and the one

commissioner he did not talk to was Commissioner Connell for obvious reasons. Over the last year or so there has not been one single issue he and Commissioner Connell agreed on, and he did not want to waste either of their time. Everyone in the room understands that, including the commissioner. He informed the commissioners whom he respected the opinions of. Some of the things in his timeline were not quite accurate, and Commissioner Reisman was uncomfortable with his response and wanted to wait, but when he left the office his interpretation of the conversation was that Commissioner Reisman was okay with the decision. He is entitled to his opinion, he is entitled to change, and he respects that. Frankly, he respects that if he can no longer work with him because of that decision, then he did the right thing with calling the question asking for termination without cause. What he wanted to tell this body was that he would stand on his record of the last ten years. The decisions he has made with regard to personnel have been spot-on. He would say roughly half of the department head staff had been hired from within the organization, which makes him question why he reads exit interview after exit interview from employees saying they do not see advancement opportunities in the organization when clearly there is. He did not conspire with Deputy City Manager, Robert Hicks about this for months. He would be very candid on that point, and he did have conversations with four of the commissioners.

After the separation of the former deputy city manager, Robert Hicks came to him and said he was interested in expanding his horizons. At that time, he told him very nicely to go pound sand. That was four years ago. He thinks he could capitulate to that. At that time, he was not ready to bring on another deputy city manager and, from his track record, he was very hesitant to bring in staff and to spend money. His record speaks for that. Adding staff, adds cost and, for those reasons, he had not revisited the conversation. The only person in this organization he spoke to within the last ninety days about the contemplation of the deputy city manager position is the mayor, because he is the mayor and that is where ideas germinate. He had thought about bringing in a deputy city manager for a little while. He thought he might need to have a training ground for a city manager where they would bring in a student to whip them into shape, do the Bobby Green school of city government. For many reasons, he did not want to move forward with filling this position until a former colleague approached him with some concepts on a podcast which he had started listening to. That made him rethink the situation and that it maybe the time for organizational redundancy. If anyone read the press release and the job announcement, those are the reasons he hired Robert Hicks for the Deputy City Manager position. He trusts Robert Hicks explicitly, he is a man of integrity within the community and everybody appreciates and trusts Robert Hicks. Robert Hicks is going to provide (depending on where the commission goes with their vote) organizational redundancy and, other than Commissioner Reisman and Commissioner Connell, he thought the appointment was okay. One commissioner did not like how he did it, so read between the lines on that. He can speak for himself during discussions. At the end of the day, he put a quality person in a quality position that will help the organization long term whether he is there or not. This was also done within the job classification that was approved. The deputy city manager position is DHG, and at first he thought he paid Robert Hicks outside that pay class, and he expressed that to Commissioner Reisman. He also provided the reasons for doing that, and that was within his pay authority. However, after Melissa Arriaga, the Human Resources Director, came knocking on his door, he was told to stop saying that because he was not being paid outside the class. He said, oh perfect, he did not mess up, and he has the documentation from when the city commission adopted the new pay ranges. At that time, Commissioner Reisman and Commissioner Berry were not on the commission. However, the commission instructed him to update the pay ranges, and he presented to the commission how they did the pay ranges. The human resources director provided him with the correspondence that said to add twenty-five grand and in the budget book for FY 23-24 it shows the DHG pay scale from \$75,000 to \$175,000. He got lucky and he backed into that. It turns out he did not violate Section 7 of the city charter, which says the city manager handles all personnel matters, and Section 23 says as long as he does it within the budget and pay scale. He is good. He honestly thought he busted Section 23, but it turns out he did not. He believes his actions were within his authority and for the betterment of the

organization. He did it for net neutral. At the end of the day, he works at the collective wisdom of the commission. If he violated trust, he apologizes. He stands before their judgment, and he says that with all sincerity. If the vote count is to terminate him without cause, he would go in peace as long as they live up to the end of the deal and provide the severance payment. That information was included in the resolution and that cost is \$120,000, which, by the way, is pretty cheap. They can thank the state legislature for that. He is thankful for his time in Leesburg, and they have all been absolutely fantastic to work for. There have been sticky issues, but he respects where they may go, and the commission is entitled to their decision pursuant to the agreement. If the vote is to not to terminate, it will be work as normal. There would be no grudges. He stands on his ten years of performance, and they can be darn sure that how he has acted in the past is how he will continue to act in the future. He will leave it at that. He will listen to the debate and trust the collective wisdom of the commission.

Commissioner Pederson stated he would keep his comments short. The city manager called him after the fact, and they had a three-minute conversation. He asked a few questions and had zero concerns. The commission's role is not to micromanage the city manager and not all commissioners have figured that out yet. He trusts the city manager entirely. He is the longest serving commissioner at the moment, and he also served in the mayor's role. Mayor Burry has been the mayor for the past eighteen months. Nobody works closer with the city manager than the mayor. He has been working with the city manager for about two and a half years, and he has done a fantastic job. He did not want to go down the list because everyone should know all the great stuff he has done for our city, and we need to keep Al Minner here in Leesburg. He would stop his comments there because he wanted to avoid any negative comments since he was a little angry. Al Minner has done a great job for our city, and he hoped the votes were there. He wanted to see Al Minner stay for a long time. He does not want to waste time interviewing new city managers when that would just move the city backwards.

Commissioner Connell said he was glad Al Minner mentioned that he was not in the loop at all. He received a random text one afternoon, but he was not involved in any discussion. Just going off what he said, we have a city manager that basically said he fired a commissioner. He was not going to talk to the guy, nor work with the guy, and he did not care what that commissioner had to say. That is a real problem, a real problem, and it could happen to anyone if you fall out of favor with him. That is something that needs to be considered. He and Al Minner have had their differences, there is no doubt about it, but at the end of the day, the city manager has to work with the city commission. If a city manager refuses to work with a city commissioner, that is a real problem and that is something everyone on the commission needs to keep in mind moving forward. **CM Minner** responded that he did not want to go tit-for-tat about refusing to work with a commissioner and not having discussions when it was clearly in the right of the city manager to do so. Those are two totally different things. **Commissioner Pederson** pointed out that right there the city manager works for the commission as a whole. There are commissioners that think he works for them personally and that needs to be resolved. He is taking Al Minner's side on this one. **Commissioner Connell** stated nobody said that. He was just repeating what the city manager said. There is one commissioner that he does not respect the opinion of, so he was not going to keep him in the loop on any major decisions. That was his point and that was the issue. **Mayor Burry** remarked that moving forward, he would. It is a good idea that everyone be contacted. Going back to the issue, he did not have to contact any of them because he followed what the charter says. **Commissioner Pederson** mentioned that he did not know that until tonight. He thought they were just arguing about a technicality of \$7,000. That just makes this story worse.

Commissioner Berry said this issue has been very difficult. She stopped in to visit Al Minner unannounced, looking for Bikefest numbers, and that was when the situation of moving Chief Hicks into a new role was presented to her. She was shocked and she had questions. She provided a list of questions to Al Minner, and he answered them in detail, which she appreciated. However, she received her answers

after the decision had been made, and the offer was presented to Chief Hicks. This is nothing personal against Chief Hicks, but she was shocked. She did not understand the transition in such major roles. That was why she asked questions. She wanted to know if there was something she missed and Al Minner gave her a detailed explanation. From that, she still had questions about the urgency. She understands the need for help, she was just concerned about the process. She also had concerns about respect. No one is perfect, but that is a serious matter. She wanted to hear all the information so she could make the right decision. At the end of the day, she is committed to serving her district and to making the best possible decision for her district and the city. **Mayor Burry** asked if there were any other comments regarding this issue. There were none. He opened the floor for public comments.

Ted Bowersox of 521 Lakeshore Drive said he has been involved with Leesburg's city government for a long time. He has previously served on the city commission, board of adjustments, and he is currently serving for the second time on the planning and zoning commission. We have been through and dealt with a lot of city managers and Al Minner is A+. When he was on the city commission, if they wanted to do something big they had to float a bond issue. They had to go out and borrow money at high interest rates. That is not happening now folks. We have deep good pockets, and the city is financially sound. The city commission makes decisions that help Al Minner in his leadership. Please keep Al Minner as our city manager.

Don Magruder, CEO of RoMac Building Supply, 700 East Main Street, said he stands in support of Al Minner. He has been running Romac for twenty-seven years. Twenty-seven years ago, they only had about eighty employees, and they now have over five hundred employees. They are probably the largest independent businesses in the State of Florida. Over the past twenty-seven years, RoMac has been located just down the road from City Hall, and Al Minner, without any doubt, is the best city manager we ever had. There is no doubt about it. He has been very instrumental in creating the synergy at Leesburg High School with the Construction Academy. With everything he has done, he brings the City of Leesburg together. Six years ago, they started the Construction Academy, and it was in dire straits. Since then, we have lifted that whole school up. We started with thirty-five students and we now have three hundred and fifty. That would not have happened without the leadership of Al Minner. He believes some commissioners are not living in the real world. He handles hiring and recruiting people every day, and they are desperately trying to hire good people. If a company lets someone go today, they had better have someone already on the hook because good people are not leaving their positions. Companies take care of good people and that is a fact. Other companies and organizations pay a lot of money to keep good people. The mistake they are making is underestimating the talent we have in this city. More importantly, they have now opened this up to recruiters. Recruiters will now target Al Minner and other people the city has on staff. When people hear that this city micromanages their city manager and that the commission tells him how to run the city, good luck recruiting anybody of quality. Secondly, good luck finding anybody to replace Al Minner, because that is going to be hard. We would be losing a good guy. It sounds like some commissioners need to get together to discuss policies because this should never have risen to this level. In fact, his management team had about thirty people, and if this had happened he would have told them, this was amateur hour. This should never have happened, and he feels bad for Al Minner. He can guarantee recruiters will be calling and looking for him. You created a bad situation for the city. He stands in total support of Al Minner. We have a great city manager, and he hoped they will make the right decision and retain him.

Pastor John Christian, Senior Pastor of the Christian Worship Center and Executive Director, Chairperson of the Board of the Community Development Corporation said he heard a lot of discussion tonight, and he concurs with Mr. Magruder. He sat on the commission for nineteen years. They went through the process of hiring two city managers, and they must understand that Leesburg is a unique city for the size. We have a major electric company and the wrong city manager will have you buying smart

meters. We could get a financial advisor who says we should borrow money for US 27 and the Highway 441 corridor. That will put the city in a bad situation. He worked with Al Minner for eight years, and they did not always agree. He pulled him off to the side and told him he could not argue with city commissioners (ie: Jay Hurley), so Commissioner Reisman he understands the frustration, he really does and that is not something he would just say. Commissioner Connell, you are correct, you and the city manager should have dialogue and conversation. As the mayor said, moving forward, with hopes we have enough folks to keep Al Minner, that will be something the commission works on. With Commissioner Reisman, he has been praying for him and that they all make the right decision. He prays that he can regain the trust of the city manager because, ethically, this has come to a very public discussion and this is your chief executive officer, and this is sending a message to not only him, but all employees. Think about that for a moment. Al Minner has not had a deputy city manager in about five or six years. He even encouraged him to hire a deputy, but he did not. He has saved the city about one million dollars by not hiring a deputy city manager. He saved the taxpayers' money. This man has done the work of two people while keeping our city property taxes low. Look at Pine Street, it looks wonderful. He has done work throughout the entire city and every single district has benefited. Remember, he has five people he has to keep happy on a regular basis, no matter how you look at it. Commissioner Berry is a very nice lady, and he has to keep her happy. He also has to keep Mayor Burry happy and, as Commissioner Pederson said, he has to keep him happy too. That is a very tough job. He asked the commission to think hard and pray about this decision, because hiring another city manager with airport experience would be hard. We not only have an international airport, we have a utility company. We have gas, water and wastewater. It will not be an easy task to replace a man of Al Minner's caliber. His prayer to the commission tonight is to think hard and keep Al Minner as our city manager. Go behind the scenes, go see him in the office Commissioner Reisman, and have a come to Jesus meeting. Commissioner Connell talk to Al Minner and have dialogue because we are all grown adults and professionals. He asked that he act professionally and do what is right and best for the City of Leesburg.

Randy Hepburn said he was born and raised in Leesburg. He has lived here for sixty-seven years. Throughout all those years, Al Minner has been by far the best city manager he ever met. One time he picked up his telephone and miss dialed. He has actually done it several times, and within two seconds his phone is ringing back. That is what a city manager is supposed to do. He is not supposed to be private. When he accidentally calls him, the city manager, Al Minner, calls right back. He tells Al Minner hey man, I accidentally miss dialed you. That is what we want in this city. That is the type of response we want from our city manager. As far as Chief Hicks, he has been the best police chief in Leesburg since he has been there. You can call him and he will answer the call. He believes that Al Minner picked the best person to serve as the deputy city manager. He picked the best man to help him and to help all the citizens of Leesburg. His recommendation is to keep it rocking and rolling.

Mandy Wettstein of Lake 100, said they are the largest private sector, member-driven organization with a history of impact and improvement around Lake County. She stated their concern tonight about the proposed decision to terminate City Manager, Al Minner is fundamentally not only misguided, but short-sided. There are a few commissioners sitting there that she truly believes have no idea about the condition of Leesburg's city government or its finances prior to Al Minner being appointed City Manager. They are operating with limited information, and it is clear that some commissioners have not done their research on the questions due to the statements being made tonight. Let's be clear about the role of a city manager. He is the lynchpin for the city's operations. He is responsible for overseeing the day-to-day affairs, not the commission. He ensures efficient service, delivery and navigation of the complexities of governance. Yet it appears some commissioners here tonight may lack a comprehensive understanding not only of these responsibilities but of their own as city commissioners. It is a complete dereliction of duty to move to terminate a successful, well-regarded city manager in the fashion in which

you have chosen. Let's be clear how much research have you conducted regarding the process of replacing an experienced city manager? Don Magruder touched on it, but she can promise they have no idea what they are in for. None. Even a cursory review of some sister Lake County cities would have been enough for you to know you should not to go down this path. Have you taken a look at Mount Dora or the Lake County government? Clermont is known for their churn and rotation. The instability of the decisions made by inept commission members caused that to happen in our sister cities. It is essential to recognize a complex organization and that is the City of Leesburg. They touched on the utilities, but their role as one of the largest cities, if not the largest city, is that this city is responsible for a significant portion of economic development due to the lack of utility provisions being provided by the county government. This makes economic development more critical than ever for Leesburg and the cut-throat world of attracting jobs and investment to a community is Lake 100's focus. The actions tonight will definitely bring negative consequences for the City of Leesburg as it applies to political stability, which does not mean republican versus democrat, it means economic development stability. Are you all really ready to throw out the last decade of success over personal opinions in your own political circles? Let's review what has been accomplished in this organization under Al Minner's leadership. Leesburg has the lowest tax rate in the county since 1981. That is forty-three years. The city has doubled the reserve requirements in the general fund and demolished the reliance on utility funds to operate general services. The reliable utilities offer our region the most competitive rates, even outside Lake County. There has been \$25 million dollars of capital improvement projects done without the issuance of debt. That is unheard of. Lake 100 encourages the commission to understand the actions tonight could destroy what has been a model of good governance for all of Lake County.

Roger Croft of 1125 Sunshine Avenue said he serves on the recreational advisory board. He serves at the pleasure of Mayor Burry. There are a lot of things that need to be considered when making this decision. He respects each commissioner, and he did not want to throw anyone under the bus, but he has seen previous administrations. If they look at the last ten years, are we better off now compared to where we were ten years ago? That answer is absolutely 100%. He recently had a conversation with the Mayor about inserts that used to be included with utility bills about twenty-five years ago. It was a list of things that the city needed to get done. They may have accomplished three or four of them, but they never could get the pool done. Al Minner got the pool built, and he named it in honor of H.O. Dabney, who was one of the most honorable people that ever lived in the City of Leesburg. Just look at the accomplishments. He asked how many employees the City of Leesburg has? **CM Minner** answered there are about five hundred and twenty-five employees. **Mr. Croft** continued to say there are five hundred and twenty-five employees, and we have a \$200 million budget. If his company had a CEO that was able to accomplish the things that Al Minner has accomplished, he would be a fiscal responsible manager. The City of Leesburg has never had a city manager like this before. Look at the gym, look at Venetian Gardens, which used to be the gym. That went into ill repair, and it was not utilized effectively. Now look at it. Everyone used to talk about needing a restaurant at Ski Beach. Well, guess what, we have a restaurant at Ski Beach. We also have a brand-new community building located at Ski Beach that rivals any other community building in the county. Other municipalities in this county have attempted to do the same thing, and they have found themselves in financial difficulty. We are not in that situation and the reason for that is Al Minner. He prayed that the commission prayed about this decision. The man is not perfect, but no one in this room is perfect either. Please make the right decision. The last ten years show what we have here, and we need to do it for the next ten years. We need to keep Al Minner in the seat he is in right now.

Dr. Erika Jasper echoed all the sentiments of the individuals that came before her in reference to Al Minner's character. She knows there have been comments about mistrust and misinformation, but she thinks that has been dispelled by the city attorney tonight. She would recommend that they keep Al Minner as City Manager because his record speaks for itself. Over the past ten years, this man has

excelled in everything he has set out to accomplish. She appreciates Al Minner, and she wants him to know that she had major respect for him to sit right next to someone who was trying to discredit him. Due to his experience and expertise, she appreciated him. She wanted to come and make that publicly known. She thanked him for everything he has done for the City of Leesburg.

Darel Craine of 2005 Helms Avenue said he has lived in Leesburg for almost seventy years. He worked for every city manager, from Rex Taylor up to Al Minner. He retired from the city five years ago. He asked the commission to really think about this and keep Al Minner as our City Manager. He has done a good job, and he enjoyed working under him. Al Minner loves Leesburg, and he will do what is right for this community. When we were having trouble within his department, he would send them to a work group to get it figured out. It sounds like they need to do that. He asked that they please keep Al Minner as the city manager.

Twyine Littlejohn said she was part of an organization in West Leesburg called the Lasting Care Outreach & Family Services. She met the city manager when she was trying to help a single mother. She was dealing with this mother who had just spent all her money buying food for her and her three kids. The city manager may not remember, but she and the mother do. She did not have the money to pay for her electricity. She had no money. Her organization wanted to help, but they could not help until three days later. Someone told her to go see the city manager, so she did. She told him about the situation and that this person lived in her community. He does not realize what he did, but he helped a family with three children because if her utilities were cut she would have lost all her food, and then it would have been another month before she could pay her electricity. He did that. She remembers him asking if she was going to pay the city within the next two to three days, and she said yes sir. She has a lot of respect for him due to what he did for one individual. She knows he has done a lot for other individuals, but that meant a lot to her. He raised the bar and if he were running for office she would be there trying to get him elected. She asked that they give him a chance because he is a good guy.

Dan Robuck Sr. said he has lived here over seventy years and during that time he has seen a lot of city managers. Years ago, the City of Leesburg was the best city in the county, then it took a downward spiral. Over time, it started going down and that was mainly due to the city managers. You could have the best commission in the world, but if you do not have a city manager making it work, your ideas and what you decide will not work. We would end up in a downward spiral. When Al Minner came to the city, we started moving in an upward spiral. Before Al Minner came to the city, they talked about raising ad valorem taxes and electric rates. Al Minner came in, and it was not long before the city started having more reserves, and we still do today. We have more than any other city in Lake County. We pay cash for all capital projects and no other city can do that. He has turned this city around. He does not need to tell it all because everyone knows what has been done since Al Minner started. It is just unbelievable what he has accomplished. Some people came up and talked about how hard it would be to replace him. They would be looking at a very small subset of city managers that have had success. Good luck finding a city manager who understands utilities, including gas, which brings the city a lot of money. That city manager would need to have had experience with an international airport. It will be very hard to find someone. Firing someone with no cause will cause even more trouble because people will not apply because they will feel like they have to walk on eggshells. They will be afraid to do something wrong because they will be gone. It is tough, and they have the power to do whatever they want. It is not up to him or anyone in the room. It is up to the five commissioners. They are the ones that get to decide whether Leesburg moves forward or not. He wished they were not there, and he asked that they keep Al Minner as the city manager. If anyone has problems with Al Minner, please sit down with him, talk to him and work it out, so the city can move forward. Every night he prays for politicians everywhere to do what is right for their constituents and not what is right for themselves. They need to keep Al Minner. They need to be able to look in the mirror and say they did the right thing for their constituents.

Tino Anthony, IT Director, said he has been an employee of the city for over twenty years. He has worked under three different city managers, and they need to hold on to this one. He asked Commissioner Connell and Commissioner Reisman to have a discussion with the city manager. He has not always gotten along with the city manager, but he is a reasonable individual. He asked that they work out the differences, so the city can move forward. He is by far the best city manager we ever had. At least over the last twenty plus years that he has worked here.

Chuck Johnson of 1330 Citizen Boulevard, Suite 404 said he was a lifelong resident of Leesburg. He has been through Calvin Gladwell, Rex Taylor, Ron Stock, Jay Evans and Al Minner. He has been here a long time. He has seen the city at its best, and at its worst. This city is at its best right now, there is no question about that. It is okay to disagree, it is not okay to disagree at the expense of the constituents and that is happening right now. He called for the resolution to be pulled because Al Minner is the right man for the job and the commissioners can work out their differences. This is not what they were elected for. Al Minner handles the daily operations, and what did he do for this hearing to be called? The city attorney even stated the charter grants him the authority. There is no issue here other than some feelings being hurt. If we lose a city manager over somebody's feelings, that is not right. The commission needs to do the right thing and the right thing is to dissolve the resolution. Do not pass it, let Al Minner stay and let Leesburg thrive. Please let the city thrive. He was grateful to be a part of the City of Leesburg. He still believes the city belongs to him, but it can belong to everyone. All they have to do is take care of it. That is everyone's responsibility. We need to take care of the problem and keep Al Minner as Leesburg's City Manager.

Jay Hurley thanked the mayor and commissioners for letting him speak. He started by apologizing to Al Minner and Robert Hicks on behalf of the citizens of Leesburg. To be put through this because of egos is about the craziest thing he has ever experienced. He served on the commission for eight years. He also served as mayor. When he started on the commission, Jay Evans had just left, and he was fortunate enough to have a say in picking the new city manager. However, he felt that he needed to apologize to Al Minner, and he suggested that Elise Dennison send him an apology because they picked him, and he now has to go through this. He knows John Christian was on the commission too when they hired Al Minner. They did an extensive search because they knew they had to hire someone that was good. When they found Al Minner, he checked all the boxes. He has been checking all the boxes every day since. He continues to put himself aside because he always looks out for the best of the community. He has to please five different commissioners and take care of the employees. Now, that is a task, my friend, that is a task. For the reason they are there, he had to come and speak out against the action of removing our city manager. He has done a fantastic job, and he was very proud of him. He used to be one of the commissioners standing beside him as they accomplished great things. That is one thing some of the newer commissioners have not experienced. The number one thing that was said by Commissioner Reisman, was no cause, and plain Jane buddy, that means it is personal for you. To bring your personal feelings to a commission is dead wrong. He will never have his support again. He will never have him in his corner again. This is where your feelings need to step aside, because the residents are what matters. It is not the little groups you hang out with in coffee shops or at parties. It is about the constituents who voted you in. You said you would watch out for the best interests of the community. That is what your job is. It is not about the city manager asking for your permission to do what the charter says he can do, nor is it about being put on a timeline. The job as a city commissioner is to take care of the residents and do what is best for them. They are entering the budget process, and some of the commissioners have been through it a couple of times, but some are still pretty new. That process sucks, and you would not have anybody qualified enough to take you through the remainder of the budget. So, now what will you do? How long are we going to have to hear about all the mess-ups that happened because the commission screwed up the budget? Also, two commission seats are up this year, so right in the middle of trying to

elect commissioners we have to go through this mess. There may be two new commissioners that come on board and they will inherit this problem. They will have to take over the mess you created. They will be stuck dealing with it. There are major projects going on, and they are in the middle of a lot of major projects happening. They may not realize it now, but this would set the city back on everything for at least a minimum of one year. If we have to go out and hire a new city manager, he will have to come in and figure out where we are. He may have different ideas. He may convince the commission to go on another path. They will spend at least a year getting back to where we are today. As far as department heads, and without being disrespectful, a lot of commissioners have not managed anything very big. They may have been a department head in a small department, but he has personally ran twenty dealerships with over two thousand employees. He has been doing that for years, and the one thing they would never do is manage the general manager's employee list. That is why they hire a general manager. His job is to build a team under him, so his goals and objectives are met. They manage the general manager like the commission should manage the city manager. As a commission, you are supposed to manage him. It should not matter how he gets it done as long as he gets the job done. The most important thing that Al Minner could do is to hire somebody he trusts and he did. If you are ever a boss, an employer or the main man, the most important thing you can do is hire someone you can trust that works right next to you. We have been down the road with people who tried to pull their own little coups, and do backdoor things. They need to have somebody they trust, and Al Minner is the guy. He knows he can trust him, and he will stand next to him again just as he did ten years ago. Watching this happen makes him want to run for commission again and if he does, he sure hopes Al Minner is still there.

Ann Kinsey, Building Official, said she could not say it any better than what the constituents have already said. She could not say it any better than what any business owner/representative have already said. She was there to say that this was an urgent matter and Al Minner has been without a deputy for years. He needed to get someone in there because there was a lot of work going on. Hundreds of millions of dollars are cast over all the departments, and he has been managing his staff. He has all their respect. It was an urgent matter, and it was very late in coming. It was not all of a sudden, this was long overdue. She stood behind Al Minner one hundred percent. Some commissioners have not been on the commission very long, so there is no problem saying, oops, we made a mistake. Obviously, it was a mistake to bring this up and there are other ways of handling it. She prays that they will make the correct decision and retain Al Minner as city manager.

Dan Robuck Jr., President of RoMac Building Supply, said he spent eight years on the city commission with Al Minner as the city manager. First, for those who had the unfortunate opportunity of listening to him when he was on the commission knows he loves his numbers. He did not bring a PowerPoint or graphs, but he had a couple of main items he wanted to bring up. A few big numbers illustrate what Al Minner has done for the city. Since Al Minner has been city manager, property taxes have come down 25%, and that is great. What about spending? Because we all like to have nice things, the general fund is up 48%. We have raised the general fund while not taking on any debt. It must be the utility fund or the electric rates paying for it, right? When Al Minner came on board, the 1,000 kWh rate was 139, and today it is 128. In actual dollars, it is cheaper now than it was in 2013. He also compared that to the competitors and when Al Minner started, we were 7% higher than Duke, we were one of the highest in the state. Today we are 30% lower than Duke, and we are going down another 7% next month while Duke is going up 4%. The numbers tell the story and Al Minner has done an insanely good job of managing the city. He negotiated the gas deal. He has given the city a \$3 million annuity that can be spent on cool projects. That is great for the city. He has done a great job with all the projects, and he gets stuff done. So why are we here tonight? When he was a commissioner, Al Minner pissed him off frequently, and they would get into it at the dias. He remembers one commission meeting where they got into it and after that meeting Al Minner called just to make sure they were okay. He said yes, we can disagree and we can disagree strongly. He was not afraid to disagree with commissioners in order to do

what was right for Leesburg. They can look at all the projects that have been done since Al Minner has been on board. To be frank, there were times he thought Al Minner was wrong, but he still got them there. With the Community Center in West Leesburg, he did not have three votes from the commission to do that, and he was one of the no's, but he did it and that ended up being a unanimous vote. The Teen Center in West Leesburg, he definitely did not have three votes there and that was a very contentious issue, but you know what he pushed and pushed because he knew it was right for Leesburg and look, he got that done. Someone brought up the pool, he surely did not have the votes there. That took a while, but he got that done too. It is not just job performance, because he does a great job. The biggest reason they need to keep Al Minner is the people in the room. When he was on commission, he saw all the people come in for different projects. Looking around the room, he knew who was there for which side of the issue. He has never seen this many people come to a meeting and be on the same side of an issue. Leesburg loves Al Minner because he brings the city together. Commissioner Reisman, you are right. He needs to do a better job managing the commission and having those relationships. He got used to a commission that he had for a long time and they did not need everything to be run past them. He was sure moving forward that he would do a better job with that. Please keep Al Minner because he is great for Leesburg. He brought this community together, and he will take us to even better places.

Mayor Burry asked if there were any other comments from the public. There were none. He closed the public comment portion of this hearing. He asked if there were any further comments from the commissioners. There were none.

The roll call vote was:

Commissioner Reisman said after listening to everybody he appreciated their concerns and comments. He asked, moving forward if this does not happen, that Mr. Minner continues to work with him and that there not be any misconceptions or backdoor deals. He would not tell lies, but there were lies. He lied to him. He asked that it not happen again. With that being said, he has been an excellent city manager. He has done great things for the City of Leesburg. With that, he would rescind his vote.

Commissioner Connell stated with everything that has been said tonight, it is very concerning and not that he did not already know, but he has a hard time voting to keep a city manager who clearly said he would not work with him. He does not know how he can effectively do this, but if Al Minner gives him assurance that he will get off his high horse and work with him on issues and quit leaving him out because he does not value his opinion. Those are major concerns. **Someone from the audience** shouted that he should stop whinnying and vote.

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

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

Mayor Burry thanked everyone for coming. He stated there would be a two-minute break to allow folks to exit the room. The meeting reconvened at 7:11 pm.

Mayor Burry stated before moving on, Commissioner Berry wanted to make a comment. **Commissioner Berry** said, based on the decision, is it possible that they meet publicly to talk about how they can move forward with an understanding and no discord or animosity as far as what they will be doing as commissioners. She was referencing special meetings in Section 13 where if three commissioners wanted

to discuss something that could be considered? **CA Watson** said there are two regularly scheduled commission meetings per month. If there was other business to be discussed, they could call a special meeting. The process in the charter specifies that if three commissioners request the scheduling of a special meeting, then a special meeting would be scheduled based on that request. Commissioner Berry is looking to find out if they can schedule a special meeting, so everyone can get together to clear the air. The charter states if there are three commissioners requesting a special meeting, one would be scheduled. **Mayor Burry** wanted to know if the special meeting would be a shade or a public meeting? **CA Watson** stated it would be public. **Mayor Burry** stated it would be no different than a regular meeting. **CA Watson** agreed. It would be public, but it would not be a normally scheduled meeting. **Commissioner Pederson** asked why it couldn't be put on a regular agenda? **CA Watson** said if there are three commissioners present who are in favor of scheduling a special meeting. That would be sufficient notice, and they would go ahead and get something scheduled. **Commissioner Reisman** asked if Pam Hester, the executive office manager, could reach out to them about a couple of potential dates? **CA Watson** stated if there was consensus for doing that, it would be fine to do so. **CM Minner** wanted to be clear about what would that item would be. **Commissioner Berry** responded that she was not sure what that agenda item would say. However, moving forward, she wanted to make sure there was no animosity or discord with any commissioner. **CM Minner** said he could affectionately call them the gang of five, and he works at their pleasure. If they want to have a special meeting, that is fine, but they need to know what to put on the agenda for that special meeting. If she was concerned about discord moving forward, he could directly respond to Commissioner Reisman and Commissioner Connell. With respect to Commissioner Connell, there is not one single thing he has kept him out of the loop on. He knew about every major decision, and he has been involved in all major decisions that involved spending and capital projects. He does not keep him in the loop on personnel matters. He has heard what they said tonight, and he will endeavor to keep them all informed. With respect to Commissioner Reisman, he can expect no difference from how they have worked in the past. He cannot categorize what he thinks he said were lies or not lies. He encouraged him to come see him so they could talk about those concerns. He was hesitant to come share his concerns or to have a difficult conversation about what he thought in regard to department heads and what he did or did not say, and it is incumbent that they share those things with him because it does matter. They cannot keep secrets between commissioners and city managers and there cannot be secret intel. He believed his behavior has shown that he does not take recourse against anyone who thinks differently. His track record is there, and on top of that, he has encouraged each and every commissioner to seek input from department heads. It is important that they go down one level. He has always said that. At the end of the day, they could come back and talk about what they saw or heard from department heads. He would not change that moving forward, and he hoped Commissioner Berry would see that. He also thinks that Commissioner Connell knows where they stand, and his behavior will not change with him. Their relationship has been reasonable and productive, and he will continue to do the same moving forward. At Commissioner Berry's request and if it is the will of the commission to have a special meeting to hash this out, then so be it. He will be there with bells on, and he will work open-heartedly with everybody. However, they need to state what that agenda item will be. **Commissioner Berry** said he just set the agenda and that was what she was trying to say. **CM Minner** wanted to confirm that she would like to a special meeting to discuss commissioner relationships with the city manager moving forward. **Commissioner Berry** said yes. **Commissioner Pederson** asked if the three commissioners could meet with the city manager first and then decide if they wanted to have a meeting. He was not excited about having a meeting. He was not sure what that would accomplish. He wanted to know if they could meet one on one first and then decide. **CM Minner** suggested taking a vote on whether they want a special meeting. He asked Commissioner Berry to put that into a motion.

Commissioner Berry made a motion to have a special meeting to openly discuss how they will move forward as a team and the special agenda information will be provided in detail in the future and Commissioner Reisman seconded the motion.

The roll call vote was:

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

Three yeas, two nays, the Commission approved a special meeting.

CM Minner stated he would have the executive office manager reach out to each commissioner and get this scheduled and publicized.

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.

ADOPTED RESOLUTION 11,821

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 Berry seconded the motion.

CM Minner stated he would tee this up for commission. The previous evaluation of the city manager was done in October. **Commissioner Pederson** questioned if this item could be handled after the special meeting. **CM Minner** asked if he would hear him out because there have been different philosophies. They previously talked about bringing back an evaluation form to the commission and there was talk about getting input from department heads and staff. He questioned if that should be done through a survey. As of now, the commission has not solidified how to handle the review process of the city manager. It has been all over the place. It has now come back to the commission for a vote on how to handle the review process moving forward pursuant to the agreement. He provided a new city manager evaluation form in the packet that he received from the City of Tavares. He believed it laid out some items differently. It also pinpointed what they would review which are the adopted goals from last summer. It also provides an opportunity to lay out new goals for the future. He was partial to whatever they decided, but they need to formally decide how to review the city manager since the due date for that process is August. He assumed they would have a special meeting prior to the evaluation and if they want outside input from whomever, they need to solidify that process now. They need time to gather that information, bring it together, and get it to the commission. They would then do the formal evaluation in August. He would propose using the form that was included in the packet. They would complete that form and return it, so they could conduct the evaluation at the first meeting in August. This resolution would set that process moving forward. **Commissioner Reisman** asked if anyone got with the human resources department on what they wanted or was this based on what everyone wanted? **CM Minner** answered this was based on the discussions at the commission level. It was collected by the human resources department, and it is now before them for a formal vote. **Commissioner Connell** wanted to know if the vote tonight addressed city employees participating in the evaluation process? **CM Minner** answered no. The evaluation process before them included a new form and it establishes the evaluation criteria by the use of that goals we set forth. It also establishes an avenue for commission members to

select goals for the upcoming year. The annual review would cover August to August. From time to time, Commissioner Connell has asked about having employees provide input as part of the evaluation process. Some commissioners have answered no and other have not answered that question. Tonight, the commission needs to answer that question. They need to be clear about how they want to evaluate him. They need to make a motion and set it in stone. If they want to include some of the things Commissioner Connell has asked for it still allows time to get that done before August. **Commissioner Reisman** asked about the employee review process. Who would be reviewing the city manager the department heads? **Commissioner Connell** stated he would like the evaluation process to include all the employees input. He would like it to be done through a company. He spoke with the human resources director concerning a couple of different companies who could prepare a survey for the employees to complete. It would be completely anonymous, so employees do not have to worry about any type of retaliation. They could be completely honest and they should be considered prior to the commission doing their evaluation. We need to know how the employees view our city manager. They only see him twice a month, so it is important to hear what the employees have to say.

Human Resources Director (HRD), Melissa Arriaga said she spoke with Commissioner Connell. She informed him that she previously talked to the city manager about doing an employee survey. That was prior to him wanting to link or merge it with the city manager's evaluation. The reason they wanted to do an employee survey was because they want the City of Leesburg to be seen as one of the best employers to work for, and an employee survey is a key component of that. She explained to Commissioner Connell that if they went that route, the goal would be to obtain information on leadership and benefits for wellness. If the commission choose to use the outcome of that survey, that would be up to them, but with all due respect, a survey is only as good as the feedback received. If the commission choose to use that as part of the evaluation of the city manager, that would be up to them. However, that was not the intent. She was very transparent with Commissioner Connell, and she would be more than happy to do whatever the commission requested. They could collectively come up with questions and it would include the input of the personnel committee. If the commission choose to go down this road, the personnel committee would meet to solidify the survey. The intent of the survey was to get a better perspective from the employees to see where the city can make improvements. It would be up to each commissioner if they wanted to link that survey to the city manager's evaluation. **Commissioner Pederson** stated he was not crazy about the idea. He does not want to spend money on that. He has no problem if the human resources department wants to do a survey with staff, but that would be at their discretion. He would welcome that information. As far as evaluating the city manager, it is not right to go below department heads. He did not know why they would include employees in the evaluation of the city manager. That does not make any sense, and it would be a waste of time and money. **HRD Arriaga** pointed out that they do exit interviews and at that time if an employee chooses to share information they find out what the employee's areas of concern were and nine times out of ten, there is no concern about the city manager. The concern could be with the direct supervisor or a decision that was made. They try to be as transparent as possible with employees. They work with department heads and the city manager. They will do whatever the commission chooses and the feedback received from the survey would help them know where the benefits are. **Commissioner Pederson** said she got his attention when she said it would cover everything. **HRD Arriaga** continued to say she shared that with Commissioner Connell and they could come up with some leadership questions to be included in the survey. The questions will include benefits, wellness or whatever else they choose to include. If the commission directs them to meet with the personnel committee which includes two commissioners, they will do that. They will do whatever the commission wants, but the intent of the survey was to collect information to help see where the city could make improvements. If a commissioner chooses to use the feedback from the survey in their evaluation of the city manager, that is their choice. However, when they obtain the information from the survey, the intent is not for it to be used in the city manager's evaluation. They just want to have an overall feel of how employees are feeling. They want to know if they have a good pulse or if they need to make

improvements. **Mayor Burry** stated they had been provided the information. He wanted to know what the pleasure was of the commission.

Commissioner Connell made a motion that, as part of the city manager evaluation process, they employ a company for a software program to allow employees and department heads to participate, if they want, in the review process along with the other items the human resources director said could be included, and Commissioner Reisman seconded the motion.

Mayor Burry inquired about the cost of a company. **HRD Arriaga** responded, they reached out to a few reputable companies like Survey Monkey and because the city is a small organization compared to Pepsi or Coca-Cola, it would cost no more than \$5,000. They are not trying to do an elaborate survey, they just want to collect data and keep it anonymous. **Commissioner Berry** wanted to make sure she understood the survey. Would it only collect information for the human resources department and a commissioner could use it as part of their evaluation of the city manager if they choose too? **CM Minner** answered the motion on the floor was to include a survey from the employees to be used as a tool in the evaluation of the city manager. **Commissioner Connell** agreed. **Mayor Burry** asked if there were further questions or comments. There were none.

The roll call vote was:

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

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

CM Minner advised the commission that the motion failed by a three to two vote. They would not include the employee surveys as part of the city manager evaluation process. The next question is whether they want a general survey of the city employees to find out how they feel about the organization. The human resources director would use a company such as Survey Monkey, and it would cost about five thousand dollars. They would meet with the personnel committee, which Commissioner Connell and Commissioner Berry are on. They would work with Survey Monkey to come up with a survey. It would go through the personnel committee first and then come before the commission for approval. After that they would send out the survey to the employees to collect data and information. After that, they would bring the results of the survey to the commission. It would take about ninety to one hundred and twenty days to get this done. **Mayor Burry** stated he would be fine with that. **Commissioner Pederson** said he could live with that. He does not mind some employee feedback, and he liked that it would be anonymous. **CM Minner** said they would endeavor to do a personnel survey. The survey would be separate and apart from the city manager evaluation process. It will help guide the city to see how we are doing on pay and the general well-being of the troops.

Commissioner Reisman made a motion to do an overall employee wellness/state of the city survey and Commissioner Berry seconded the motion.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes

Mayor Burry

Yes

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

CM Minner stated they were now back to the motion on the floor, which is to review the city manager as proposed. It would include the form provided in the packet. The commission voted against including employees in the city manager evaluation process, but we will do a survey of the employees to see how they view the state of the city. The matter now is how to review the city manager. The annual review of the city manager will be conducted in August. Perpetually, moving forward, they would use the goals that are established each year to judge the city manager. They will fill out the form that was included in the packet and provide a list of new goals each year to be used for the following year. The city manager will be judged each year based on goals and the form attached. A yes vote would take care of this.

The roll call vote was:

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

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

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson stated the city closed on the Tropic purchase last week. He is looking forward to seeing how that benefits the community moving forward.

9. CITY MANAGER ITEMS:

CM Minner stated he appreciated everyone's feedback this evening, not only from the community but the commission which includes Commissioner Connell and Reisman. He was excited to move forward with the air clear. Having said that he was hesitant to bring up Bikefest because it has been a long evening and the numbers are not quite ready. Right now we are somewhere in the ballpark of losing between fifty thousand dollars and breaking even. The recreational director informed him of some vendor money and VIP tent money that was not anticipated, so we may be close to breaking even. In any case, he does not think we will be in a position of losing any city money that we put out, because we were sitting on \$250,000 that came in from The Partnership. The special events manager and the recreational director

continue to hound down the vendors to get the payments. He will hopefully have a full report by the next meeting. **Commissioner Reisman** asked if he could request that information be brought to the June 10th meeting, since he would not be at the next meeting. **CM Minner** answered yes, and that would provide them more time. **Commissioner Berry** asked how long it normally takes for vendors to respond? **CM Minner** said he did not have that answer since the city has never done this before. **Commissioner Berry** inquired about previous years. **CM Minner** answered that it took some time because there were a lot of moving pieces in that, including vendors and other different things. He felt very confident that they could provide a very good draft positionally of where we are on June 10th and that information will also help as they move into the budget process. If the commission chooses to move forward with Bikefest in the future, he would like to have a Bikefest section in the budget that lays out how we do it.

10. ROLL CALL:

Commissioner Pederson stated it had been a tough six days. He has not enjoyed being on the Commission the last six days. However, at the end of the day, he wanted to thank his fellow commissioners who voted to keep Al Minner as the City Manager. It was a great decision for our city. He is looking forward to the future.

Commissioner Berry had no comment.

Commissioner Connell had no further comment.

Commissioner Reisman had nothing further to discuss.

Mayor Burry congratulated Robert Hicks on his new position as Deputy City Manager.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Berry, the meeting adjourned at 7:36 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: May 28, 2024

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute special warranty deeds to convey surplus vacant lots to non-profit organizations as established by the Surplus Lot Donation Policy & Procedure; and providing an effective date.

Staff Recommendation:

Staff recommends that the surplus vacant lots be conveyed to the non-profit organizations for affordable housing development in accordance with the Surplus Lot Donation Criteria, Policies & Procedures. The non-profit organizations are as follows: Christian Worship Center, West Leesburg Community Development Corporation, and Homes in Partnership. Title searches have been conducted on each parcel, and the city attorney has determined that the city has legal ownership of the lots in order to convey them with clean titles. In accordance with Florida Statute 163.380(3)(a), a public notice was run in the Daily Commercial newspaper on March 30, 2024. The disposition of these parcels is consistent with the provisions of Florida Statute 163.380(3)(a) and 166.0451(2). In addition, the deeds contain language referencing that the conveyance is subject to the terms and conditions of the Leesburg Surplus Lot Donation Program as established by Resolution 11,372.

Analysis:

The conveyance of the vacant surplus parcel supports the development of affordable housing in the City of Leesburg.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SPECIAL WARRANTY DEEDS TO CONVEY SURPLUS VACANT LOTS TO NON-PROFIT ORGANIZATIONS AS ESTABLISHED BY THE SURPLUS LOT DONATION POLICY & PROCEDURE; 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 special warranty deeds to Christian Worship Center; West Leesburg Community Development Corporation; and Homes in Partnership to convey ownership of surplus vacant lots to further the City of Leesburg's efforts to promote affordable housing development.

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 28th day of May 2024.

Mayor

ATTEST:

City Clerk

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

Parcel ID Numbers 22-19-24-0002-000-10500

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this ____ day of _____, **2024** between **The City of Leesburg, Florida, a Florida municipal corporation**, whose post office address is Post Office Box 490630, Leesburg, Florida 34749, grantor, and **West Leesburg Community Development Corporation**, a Florida not for profit corporation, whose post office address is 1041 CR 468, Suite 106, Leesburg, Florida 34748, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida**, to-wit:

From the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, in the City of Leesburg, Florida, run thence South a distance of 244 feet; thence run West a distance of 494 feet to the Point of Beginning; from said Point of Beginning, run South 75 feet; thence run East 134 feet; thence run North 75 feet; thence run West 134 feet to the Point of Beginning, in Lake County, Florida.

Subject to the terms, conditions, criteria, policies, and procedures of the Leesburg Surplus Lot Donation Program as approved and established by City of Leesburg Resolution 11,372. Subject also to easements, restrictions, and reservations of record, if any. Grantor hereby reserves for itself and its successors and assigns, a roadway and utility easement, as described in, and for the purposes set forth in, that certain Utility Easement dated November 10, 2011, and recorded on December 2, 2011, in O.R. Book 4099, Page 2028, Public Records of Lake County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors, but against none other.

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

Signed, sealed and delivered in our presence:

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

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

Witness Name: _____
Postal Address: _____

Witness Name: _____
Postal Address: _____

Attest: _____
J. Andi Purvis, City Clerk

State of Florida
County of Lake

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

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

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

Parcel ID Number: 22-19-24-0002-000-07900 [Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this ____ day of _____, 2024 between **The City of Leesburg, Florida, a Florida municipal corporation**, whose post office address is Post Office Box 490630, Leesburg, Florida 34749, grantor, and **Christian Worship Center of Central Florida, Inc.**, a Florida not for profit corporation, whose post office address is 929 County Road 468, Leesburg, Florida 34748, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida**, to-wit:

The South 210 feet of the East 210 feet of the NE 1/4 of NW 1/4, Section 22, Township 19 South, Range 24 East.

Subject to the terms, conditions, criteria, policies, and procedures of the Leesburg Surplus Lot Donation Program as approved and established by City of Leesburg Resolution 11,372. Subject also to easements, restrictions, and reservations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors, but against none other.

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

Signed, sealed and delivered in our presence:

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

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

Witness Name: _____
Postal Address: _____

Attest: _____
J. Andi Purvis, City Clerk

Witness Name: _____
Postal Address: _____

State of Florida
County of Lake

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

[Notary Seal] _____
Notary Public

Printed Name: _____

My Commission Expires: _____

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

Parcel ID Number: 22-19-24-0800-00A-00600 _____
[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this ____ day of _____, 2024 between **The City of Leesburg, Florida, a Florida municipal corporation**, whose post office address is Post Office Box 490630, Leesburg, Florida 34749, grantor, and **Homes in Partnership, Inc.**, a Florida not for profit corporation, whose post office address is 140 S. Grove Street, Eustis, Florida 32726, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida**, to-wit:

Lot 6, less the East 30 feet thereof, and the North 10 feet of Lot 7, less the East 30 feet thereof, in Block A, in LIBERIA, according to the map or plat thereof as recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida.

Subject to the terms, conditions, criteria, policies, and procedures of the Leesburg Surplus Lot Donation Program as approved and established by City of Leesburg Resolution 11,372. Subject also to easements, restrictions, and reservations of record, if any. Grantor hereby reserves for itself and its successors and assigns, a utility easement, as described in, and for the purposes set forth in, that certain Utility Easement dated April 23, 2004, and recorded on November 5, 2007, in O.R. Book 3536, Page 52, Public Records of Lake County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors, but against none other.

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

Signed, sealed and delivered in our presence:

THE CITY OF LEESBURG, FLORIDA, a
Florida municipal corporation,

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

Witness Name: _____
Postal Address: _____

Witness Name: _____
Postal Address: _____

Attest: _____
J. Andi Purvis, City Clerk

State of Florida
County of Lake

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

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____



Pastors: John & Constance Christian

March 21st 2024

Honorable Mayor and City Commissioners
City of Leesburg, FL
501 W Meadow Street
Leesburg, FL 34748

RE: Disposition of Surplus City-owned Lots for Affordable Housing Development

Dear Honorable Mayor and City Commissioners:

The purpose of this letter is to request formal consideration for the donation of three (3) City-owned lots in the Carver Heights community. The specific lots are as follows:

- 1) AK# 1174571
- 2) AK# 1232686
- 3) AK# 1267358

The Christian Worship Center of Central Florida Inc. has been recognized by Lake County Government and has been granted 3 affordable housing lots and have successfully constructed three new homes all in Leesburg, Florida. We are now seeking our local City to partner with us as we continue to build high quality work force housing. We appreciate the consideration of our organization to work with the City of Leesburg in the revitalization of the Carver Heights community.

The Christian Worship Center of Central Florida Inc. is recognized as a nonprofit affordable housing organization; therefore, this request is consistent with Florida Statutes on the disposition of these requested lots. We are proud of the fact that our homes appraise higher than the selling price giving homeowners immediate equity in their homes thus adding higher home values to the redevelopment area.

The Christian Worship Center of Central Florida Inc. appreciates the support of the city commission in continuing these efforts to make Leesburg a place for all to have an opportunity to realize the American Dream of homeownership.

Sincerely

John H. Christian
Pastor John H. Christian II
Senior Pastor

***929 CR 468
Leesburg, Florida 34748
(352) 365-1709 / (352) 728-3573 fax***



West Leesburg Community Development Corporation
1041 CR 468, Suite 106 Leesburg, Florida 34748
Phone (352) 365-0947

Email: westleesburgcdc@gmail.com

Fred Griffin, Jr. President Mary Tucker Vice-President Samone Price- Treasurer Louis Ward- Secretary

REVISED March 20, 2024.

Al Minner, City Manager
Sandra Wilson, Housing Director
501 West Meadow Street
Leesburg, Florida 34748

Re: City of Leesburg Surplus Lot Donation-Newspaper Advertisement

Dear Mr. Minner and Mrs. Wilson,

Please accept this letter as a follow-up with the initial lot request that was submitted May 2023 on behalf of West Leesburg Community Development Corporation.

Pursuant to the City of Leesburg having agreed to provide our agency funding from the American Rescue Plan (ARP), the West Leesburg Community Development Corporation (WLCDC) is pleased to provide this summary of planned projects for the allocated \$500,000 ARP funding to be used on new construction.

WLCDC met with several contractors and selected the best fit for our vision. We respectfully request that the City of Leesburg immediately release the selected lots once the surplus lot donation is lifted for the process of improving the quality of life for the Carver Heights community. WLCDC selected Alt # 3911264 and 1290392 on Sept 29, 2023. However, on October 9, 2023, they both were denied by City of Leesburg. Revised selections on October 9, 2023, are as followed:

- a) 1011 STINSON ST Alt # 1174287
- b) Alabama Alt # 1232465

Mr. Minner, thank you kindly for your time. I look forward to hearing from you soon regarding our next step.

Warm Regards,

Fred Griffin, Jr. President, WLCDC

2023 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N06000001983

Entity Name: WEST LEESBURG COMMUNITY DEVELOPMENT CORPORATION

Current Principal Place of Business:

1041 CR 468
SUITE 106
LEESBURG, FL 34748

Current Mailing Address:

1041 CR 468
SUITE 106
LEESBURG, FL 34748 US

FEI Number: 51-0567649

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WEST LEESBURG COMMUNITY DEVELOPMENT CORPORATON
1041 CR 468
SUITE 106
LEESBURG, FL 34748 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WYLIE HAMILTON

03/02/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DP
Name GRIFFIN, FRED JR.
Address 1041 CR 468
SUITE 106
City-State-Zip: LEESBURG FL 34748

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered .

SIGNATURE: FRED GRIFFIN JR.

DP

03/02/2023

Electronic Signature of Signing Officer/Director Detail

Date



May 16, 2024

Sandra Wilson, MBA
Director, Housing and Redevelopment
City of Leesburg
Leesburg Resource Center
P. O. Box 490630
Leesburg, FL 34749

Dear Sandra Wilson,

As you are aware, Homes In Partnership, Inc. has been an affordable housing builder since 1975. Since that time we have assisted over three thousand low to moderate income clients with obtaining homes through the USDA Rural Development Self-Help program. More recently and particularly over the last five years, we have made a significant commitment to working with clients interested in living in the Leesburg community. Over the last few years, we have constructed over a dozen homes in the Leesburg community, but with a specific focus on the CRA communities.

Homes in Partnership, Inc. would like to formally request to have the below listed surplus lots donated to our Agency.

1010 Georgia Ave
801 Beecher Street & Beecher Street

AK# 1456835
AK# 1232490 & AK#3780964
(Combined to achieve 1 full
buildable lot)

Please note that in our original request our 3rd lot selection would have been 904 Georgia Ave, AK# 1232554. We understand that the property is not yet available for conveyance, however once it does become available we are requesting it as we have already spent funds due to originally being slated to Homes In Partnership when we were advised of the change in the conveyance process of surplus lots.

Thank you for considering our request, we look forward to working together to bring affordable home ownership to the City of Leesburg CRA Communities.

Sincerely,

Gloria Nelson, DSW
Executive Director

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Andi Purvis
City Of Leesburg - City Hall
501 W Meadow ST
Leesburg FL 34748-5153

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Daily Commercial, published in Lake County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Lake County, Florida, or in a newspaper by print in the issues of, on:

03/20/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/20/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$430.75

Order No: 9965399

of Copies:

Customer No: 526639

1

PO #: CRA Properties

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF LEESBURG, FLORIDA

PUBLIC NOTICE

In accordance with Florida Statute 163.380 (3)(a), this publication shall serve as notice of the City of Leesburg, Florida, and the Carver Heights/Montclair Community Redevelopment Agency's intent to dispose of real property contained Carver Heights/Montclair Community Redevelopment Area. Pursuant to Section 163.380(3)(a), Florida Statutes, prior to disposition of any real property in a community redevelopment area, the community redevelopment agency shall give public notice of such proposed disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to convey the property. These properties more specifically are as follows:

Property Address	Property ID#	Alternate Key #	Legal Description
706 Beecher Street & Beecher Street	22-19-24-1000-00D-01400 22-19-24-1000-00D-01500	1267447 1267455	Lots 14 and 15, Block D, WILKIN'S Number Six Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 67, of the Public Records of Lake County, Florida
701 McCormack Street	22-19-24-1000-00C-00101	1267358	Lots 1, 2, and 3, Block C, WILKIN'S NUMBER SIX Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 67, of the Public Records of Lake County, Florida
1003 Georgia Avenue	22-19-24-0800-00H-01000	1232678	Lot 11 and the South 10 feet of Lot 10, Block H, LIBERIA T. W. WAITMAN'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida
1111 Beecher Street	22-19-24-0002-000-07900	1174571	The South 210 feet of the East 210 feet of the NE 1/4 of NW 1/4, Section 22, Township 19 South, Range 24 East
1011 Stinson Street	22-19-24-0002-000-10500	1174287	From the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, in the City of Leesburg, Florida, run thence South a distance of 244 feet; thence run West a distance of 494 feet to the Point of Beginning; from said Point of Beginning, run South 75 feet; thence run East 134 feet; thence run North 75 feet; thence run West 134 feet to the Point of Beginning, in Lake County, Florida
1010 Georgia Avenue	22-19-24-0800-00A-00600	1456835	Lot 6, less the East 30 feet thereof, and the North 10 feet of Lot 7, less the East 30 feet thereof, in Block A, in LIBERIA, according to the map or plat thereof as recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida
801 Beecher Street & Beecher Street	22-19-24-0800-00C-00500 22-19-24-0800-00C-00401	1232490 3780964	The South 24.00 feet of the East 106.00 feet of Lot 5; the East 106.00 feet of Lot 6; the South 14 feet of the East 106 feet of Lot 4 and the North 36 feet of the East 106 feet of Lot 5, Block C, LIBERIA T.W. WAITMAN'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 9, Page 13, Public Records of Lake County, Florida
Alabama Avenue	22-19-24-0800-00C-00100	1232465	Lot 1, less the East 125 feet thereof, the North 50 feet of lots 18, 19 & 20 and the North 50 feet of the East 16 feet of lot 17, Block C, LIBERIA T.W. WAITMAN'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 9, Page 13, Public Records of lake County, Florida

Further, Section 163.380(2), Florida Statutes, requires that such real property be conveyed at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with such reasonable disposal procedures as the local government or the community redevelopment agency may prescribe.

Any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part thereof shall identify the area or portion thereof and shall submit a proposal within 30 days after the date of publication of this notice and that such further information as is available may be obtained at such office as is designated in the notice. The City of Leesburg, Florida, and the Carver Heights/Montclair Community Redevelopment Agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of the statute. Thereafter, the City Commission of the City of Leesburg, Florida, and Carver Heights/Montclair Community Redevelopment Agency may execute such contract in accordance with the statute and deliver deeds, leases, and other instruments and take all steps necessary to effectuate such contract.

For further information, you may contact the City of Leesburg Housing and Redevelopment Department at (352)728-9765, and located at 1041 CR 468, Leesburg, Florida, 34748; office hours Monday – Friday, 8 am – 5 pm.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: May 28, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Norman S. Novis and Alona O. Novis, joined by United Southern Bank; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Norman S. Novis and Alona O. Novis, and joinder and Consent to Utility Easement from United Southern Bank.

Analysis:

Norman S. Novis and Alona O. Novis are granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM NORMAN S. NOVIS AND ALONA
O. NOVIS, JOINED BY UNITED SOUTHERN BANK; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Norman S. Novis and Alona O. Novis, joined by United Southern Bank, is hereby accepted.

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 28th day of May 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **NORMAN S. NOVIS AND ALONA O. NOVIS**, as husband and wife, whose mailing address is 1008 Myrtle Breezes Court, Fruitland Park, Florida 34731 ("**GRANTOR**," to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

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

condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

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

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

{SIGNATURE PAGE TO FOLLOW}

WITNESSES:

[Signature]
Signature
Aylin Bartulos
Printed Name
15 Herald Dr Leesburg
Address FL. 34748

[Signature]
Signature
ROBERT FISCHER
Printed Name
4007 RICHMOND CROSSING
Address LEESBURG, FL 34748

GRANTOR:

Norman S. Novis and Alona O. Novis, as husband and wife.

By: [Signature]
Norman S. Novis

By: [Signature]
Alona O. Novis

STATE OF FLORIDA
COUNTY OF Jake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25th day of April, 2024, by Norman S. Novis who is ☒ personally known to me or ☐ who produced the following identification:

(Seal)



CAMELIA BUTLER
Notary Public
State of Florida
Comm# HH434533
Expires 8/16/2027

[Signature]
Signature of Notary Public
Camelia Butler
Print, Type or Stamp Name of Notary

STATE OF FLORIDA
COUNTY OF Jake

The foregoing instrument was acknowledged before me by means of ☒ physical presence ☐ online notarization, this 25th day of April, 2024 by Alona O. Novis who is ☐ personally known to me or ☒ who produced the following identification:

(Seal)



CAMELIA BUTLER
Notary Public
State of Florida
Comm# HH434533
Expires 8/16/2027

[Signature]
Signature of Notary Public
Camelia Butler
Print, Type or Stamp Name of Notary

JOINDER AND CONSENT TO UTILITY EASEMENT

UNITED SOUTHERN BANK, ("Lender") whose address is PO Drawer 29, Umatilla, FL 32784, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **NORMAN S. AND ALONA O. NOVIS**, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage dated September 5, 2023, and recorded on September 6, 2023, in Official Records Book 6205, Page 1033, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

United Southern Bank

By: Michael T. Hunter

Print Name: Michael T. Hunter

Title: Loan Processor

Erica C. Wilhelm

Printed Name: Erica C. Wilhelm

Address: 2701 S. Bay St., Eustis, FL 32726

Robert Filchen

Printed Name: Robert Filchen

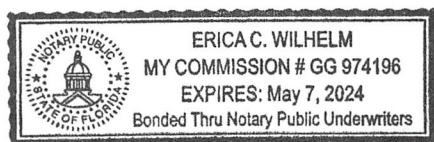
Address: 4007 RICHMOND CROSSING
LEESBURG, FL 34748

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 17th day of April, 2024, by Michael T. Hunter, as Loan Processor of United Southern Bank, who is ☒ personally known or produced _____ as identification.

(Seal)



Erica C. Wilhelm

NOTARY PUBLIC

Exhibit "A"

DATE: 11/08/23	BY: D.C.W.
PROJECT: R.D.S.	PROJECT: R-17745
SHEET: 1 OF 2	SHEET: 1 OF 2

SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

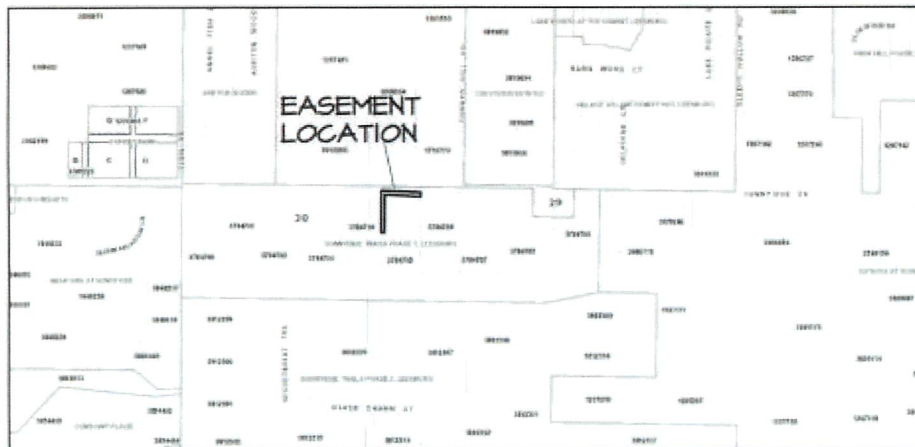
NOT A BOUNDARY SURVEY

DESCRIPTION:

A 10.00 FEET WIDE UTILITY EASEMENT ALONG THE NORTH AND WEST BOUNDARY LINES OF LOT 6, SUNNYSIDE TRAILS, PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGE 21, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 6, SUNNYSIDE TRAILS, PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGE 21, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 11126.19 FEET, THENCE WESTERLY ALONG NORTH BOUNDARY LINE OF SAID LOT 6, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°27'46", AN ARC DISTANCE OF 284.10 FEET, SAID ARC HAVING A CHORD BEARING AND DISTANCE OF N. 88°38'40" W. 284.09 FEET, TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE S. 00°02'30" E. ALONG THE WEST BOUNDARY LINE OF SAID LOT 6 A DISTANCE OF 300.00 FEET; THENCE N. 89°51'30" E. DEPARTING FROM SAID WEST BOUNDARY LINE, A DISTANCE OF 10.00 FEET; THENCE N. 00°02'30" W. PARALLEL WITH THE WEST BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 284.88 FEET TO A POINT THAT IS 10.00 FEET SOUTH OF (WHEN MEASURED RADIALLY TO) THE AFORESAID NORTH BOUNDARY LINE OF LOT 6, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 11126.19 FEET; THENCE EASTERLY 10.00 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SAID LOT 6, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°24'45", AN ARC DISTANCE OF 274.10 FEET, SAID ARC HAVING A CHORD BEARING AND DISTANCE OF S. 88°37'04" E. 274.10 FEET, TO THE EAST BOUNDARY LINE OF SAID LOT 6; THENCE N. 00°02'30" W. ALONG THE EAST BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 5,740.41 SQUARE FEET, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

NOTES:

- 1) BEARINGS ARE BASED ON THE PLAT OF SUNNYSIDE TRAILS, PHASE I AND THE WEST BOUNDARY LINE OF LOT 6, AS BEING S. 00°02'30" E., AS SHOWN PLAT.
- 2) LANDS SHOWN HEREIN WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) THE SURVEY MAP AND REPORT ON THE CORPUS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNED SURVEYOR SHOWN HEREON.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 54-11, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 475.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

SKETCH OF DESCRIPTION
OF 10.00' WIDE UTILITY EASEMENT
certified to:
NORMAN S. & ALONA O. NOVIS
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR EASEMENT SKETCH)

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4005



PHONE: (352) 753-6301

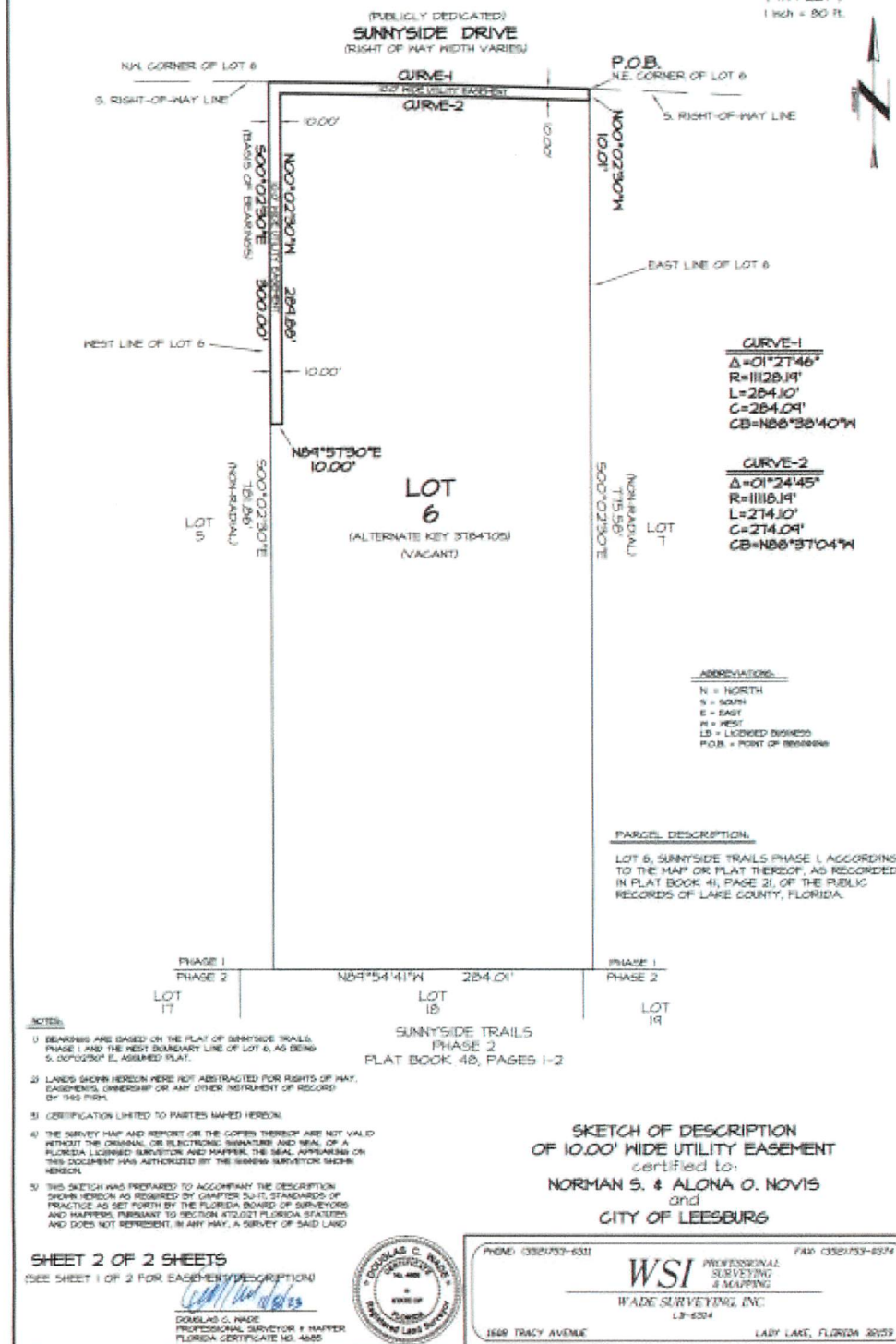
FAX: (352) 753-8374

WSI
PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
12-4254

3659 TRACY AVENUE

LADY LAKE, FLORIDA 32159

OWNER: <i>D.C.W.</i>	DATE: <i>11/08/23</i>
INSTALLER: <i>R.D.S.</i>	ISSUED NO.: <i>0-17746</i>
C.A. <i>SAFETY/202-1465</i>	SHEET <i>2</i> OF <i>2</i>



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: May 28, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission is the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Michael Stoyanovich and Janet Cary Stoyanovich, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Michael Stoyanovich and Janet Cary Stoyanovich, for the property described therein.

Analysis:

Michael Stoyanovich and Janet Cary Stoyanovich are granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION IS THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM MICHAEL STOYANOVICH AND JANET CARY STOYANOVICH, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Michael Stoyanovich and Janet Cary Stoyanovich for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

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 28th day of May 2024.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted by **MICHAEL STOYANOVICH AND JANET CARY STOYANOVICH**, husband and wife, whose mailing address is 8268 SW 172 Terrace, Palmetto Bay, FL 33157 (collectively "**GRANTORS**,") to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

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

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

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

WITNESSES:

Eduardo Calero
Signature

Eduardo Calero
Printed Name

11940 SW 128 AVENUE MIAMI FL 33186
Address

Helena L. Otte
Signature

Helena L. Otte
Printed Name

12850 SW 117 St. MIAMI FLORIDA
Address

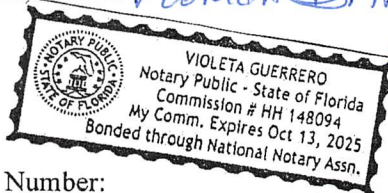
GRANTORS:

By: [Signature]
MICHAEL STOYANOVICH

By: [Signature]
JANET CARY STOYANOVICH

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of April, 2024, by MICHAEL STOYANOVICH AND JANET CARY STOYANOVICH, husband and wife, who are ☐ personally known to me or ☒ who produced the following identification: Florida Drivers License

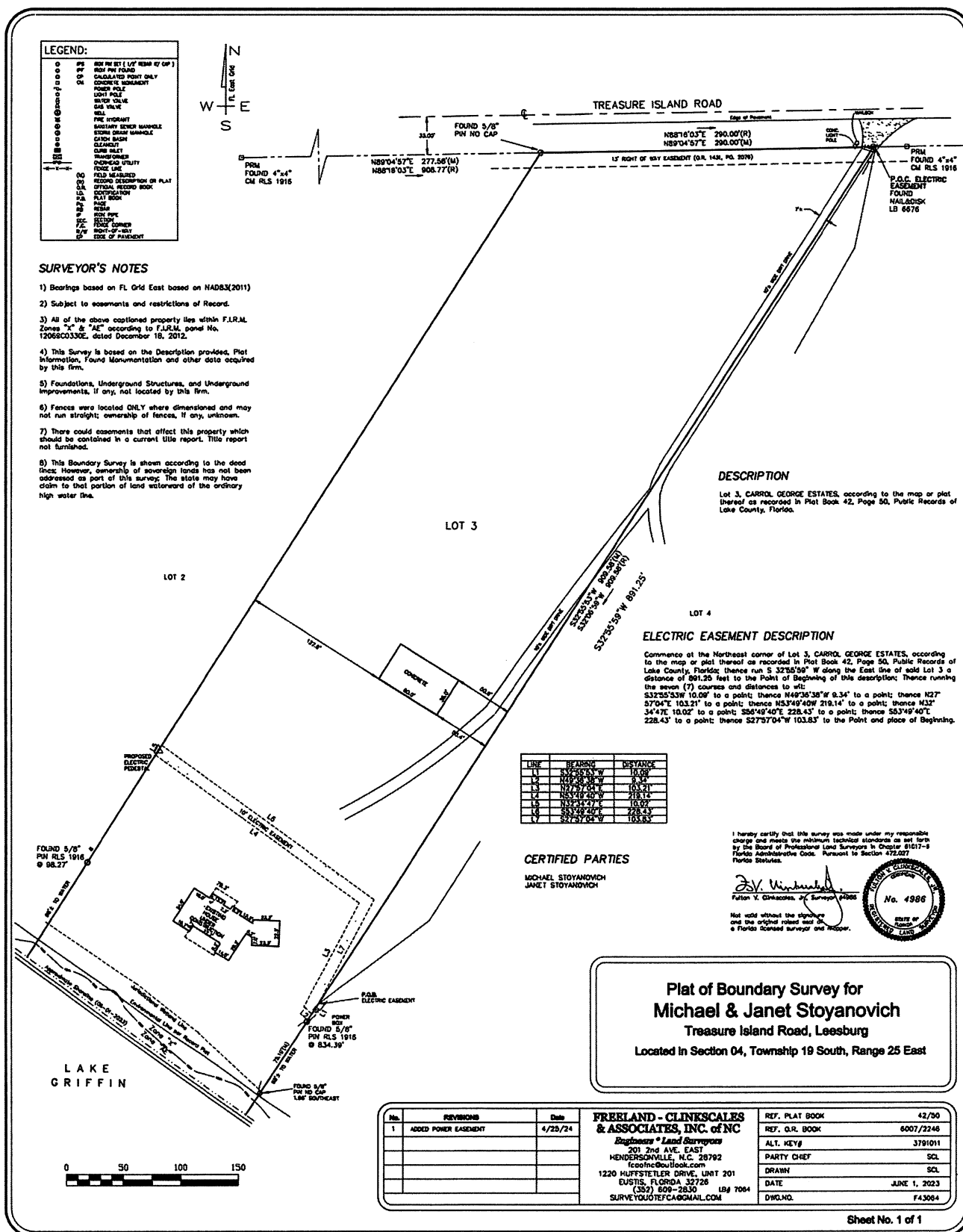


My Commission Number:
My Expiration Date:

[Signature]
Notary Public Signature
Violeta Guerrero
Notary Public Name

(seal)

EXHIBIT "A"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: May 28, 2024

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Running S Investments, LLC, joined by Citizens First Bank, and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Running S Investments, LLC, and Joinder and Consent to Utility Easement from Citizens First Bank.

Analysis:

Running S Investments, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM RUNNING S INVESTMENTS,
LLC, JOINED BY CITIZENS FIRST BANK, AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Running S Investments, LLC, joined by Citizens First Bank, is hereby accepted.

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 28th day of May 2024.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **RUNNING S INVESTMENTS, LLC**, whose mailing address is 2635 Youngs Road, Leesburg, FL 34748 ("**GRANTORS,**") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "1"

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

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

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

GRANTEE'S agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Katy Walsh
Signature

Katy Walsh
Printed Name

1631 Casteen Rd. Leesburg, FL 34748
Address

Rick Walsh
Signature

Rick Walsh
Printed Name

1631 Casteen Rd. Leesburg, FL 34748
Address

GRANTOR:

RUNNING S. INVESTMENTS, LLC.
a Florida limited liability company

Ashley Sellars
Ashley Sellars, Authorized Member

Austin Sellars
Austin Sellars, Authorized Member

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of April, 2024, by Ashley Sellars and Austin Sellars as the Authorized Members for RUNNING S. INVESTMENTS, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ who produced the following identification:

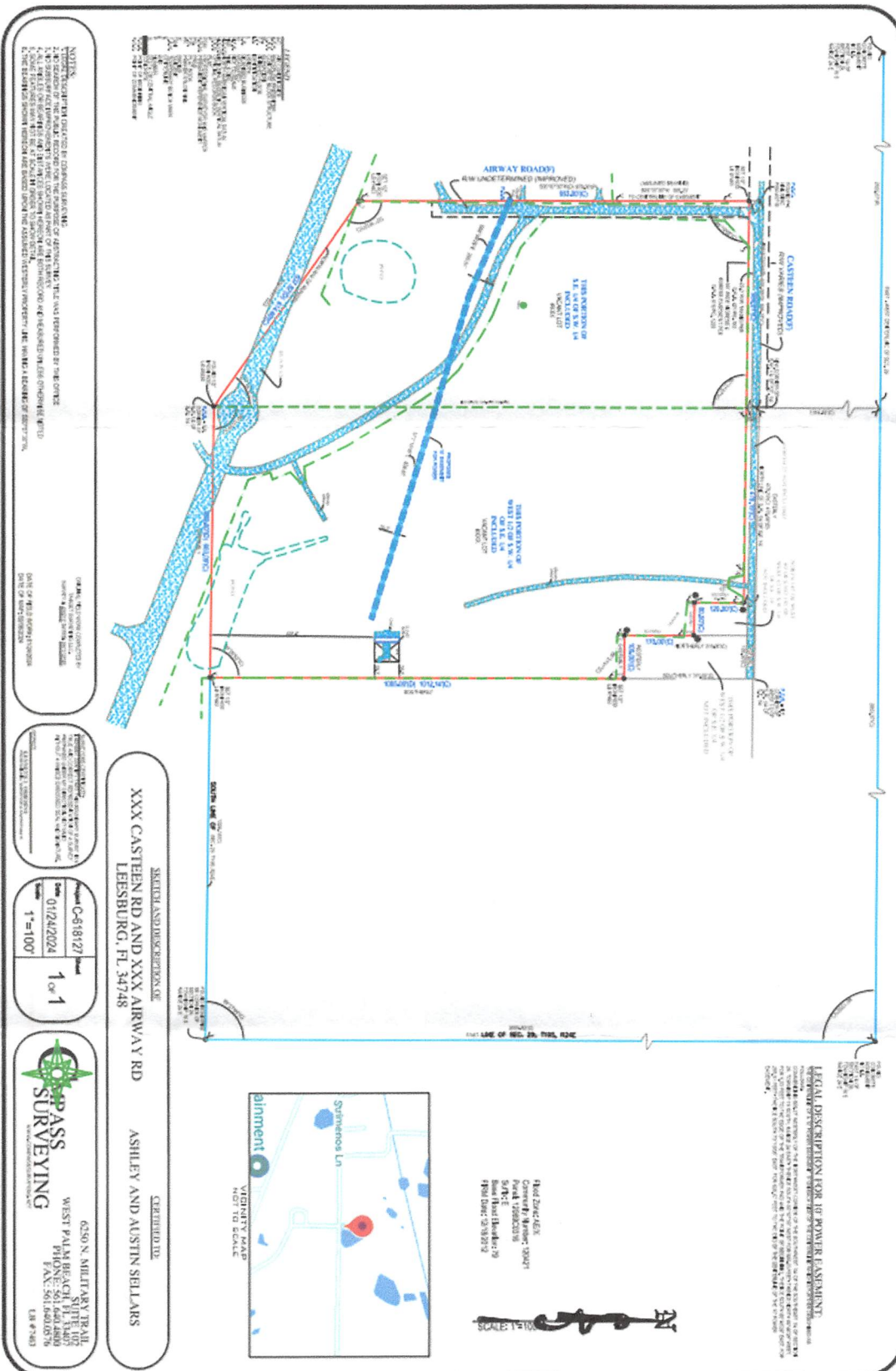
(seal)



ERIN CARLTON
Notary Public
State of Florida
Comm# HH220303
Expires 1/24/2026

Erin Carlton
Notary Public Signature

Page 3 of 6



JOINDER AND CONSENT TO UTILITY EASEMENT

CITIZENS FIRST BANK, a Florida banking corporation, hereby certifies that it is the holder of a mortgage, lien, or other encumbrance upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement in over and across the property described on Exhibit "B" attached hereto between **RUNNING S INVESTMENTS, LLC** and the **CITY OF LEESBURG**; and agrees that its interests in the property by virtue of the Corrective Mortgage and Security Agreement dated November 20, 2020 and recorded on December 3, 2020 in Official Records Book 5594, Page 1311 of the Public Records of Lake County, Florida, and as may be affected by that certain Corrective Collateral Assignments of Leases and Rents dated November 20, 2020 and recorded on December 3, 2020 in Official Records Book 5594, Page 1311 of the Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Linda Blask

Printed Name: Linda Blask

Address: 800 West North Blvd
Leesburg, FL 34748

Printed Name: Mariah Matz

Address: 800 West North Blvd.
Leesburg, FL 34748

STATE OF FLORIDA

COUNTY OF Lake

CITIZENS FIRST BANK,
A Florida banking corporation,

By: Cindi Falanga

Name: Cindi Falanga

Title: Vice President-Commercial Banker

Citizens First Bank

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of March, 2024, by Cindi Falanga, as VP Commercial Banker of **CITIZENS FIRST BANK**, who is personally known or produced as identification.



Linda J. Blasky
NOTARY PUBLIC

EXHIBIT "A"

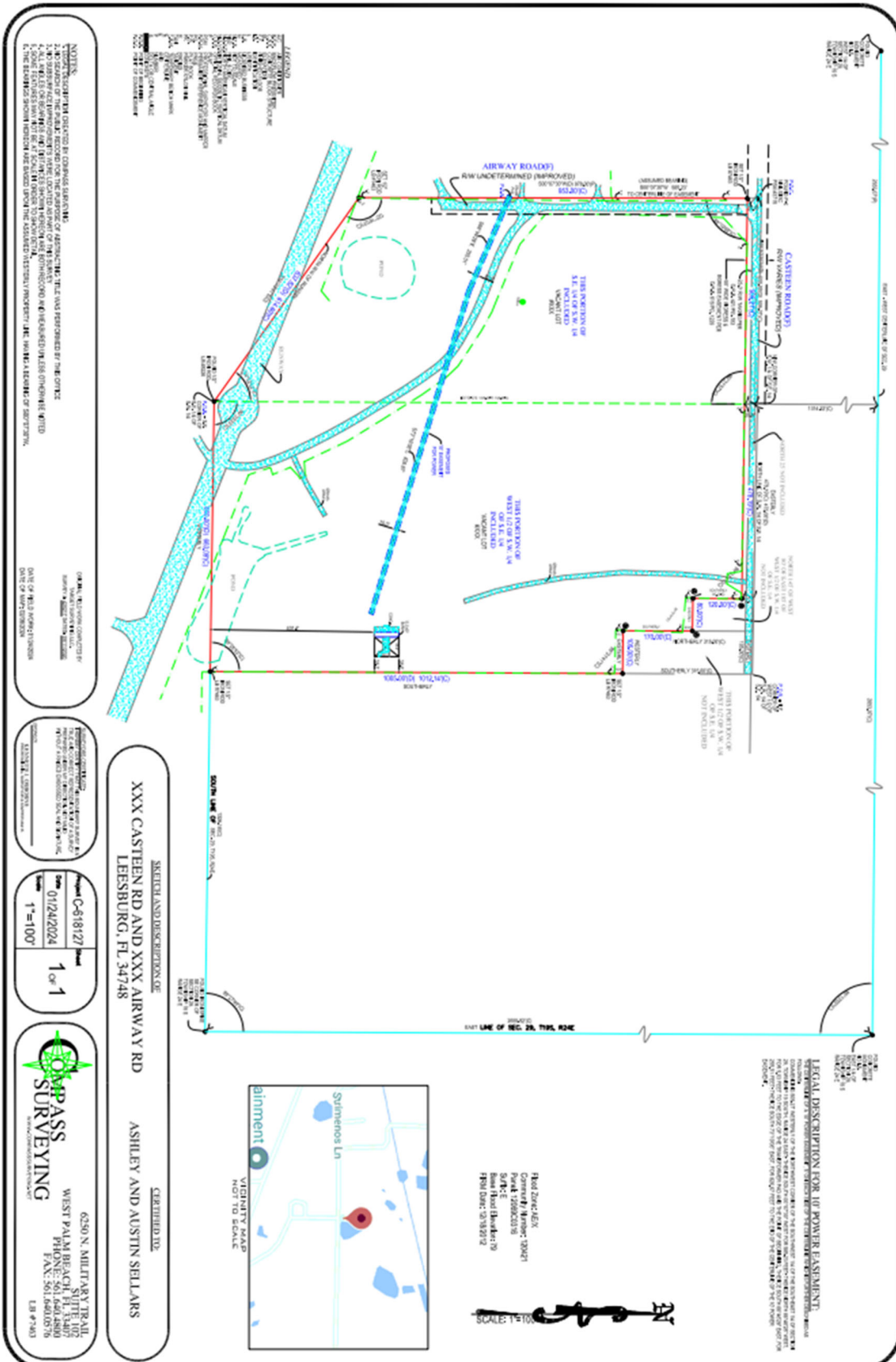
PARCEL 1: Parcel ID: 29-19-24-0003-000-02700

BEGIN AT THE SOUTHEAST CORNER OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°50'00" EAST 1349.90 FEET, THENCE RUN NORTH 89°52'30" WEST 500 FEET; THENCE SOUTH 0°07'30" WEST 978.0 FEET TO THE NORTH RIGHT OF WAY OF RUNWAY, THENCE SOUTH 54°13'41" EAST 637.82 FEET TO THE POINT OF BEGINNING.

PARCEL 2: Parcel ID: 29-19-24-0004-000-03400

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING: BEGIN AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29 AND RUN SOUTH 315 FEET; THENCE WEST 105 FEET; THENCE NORTH 315 FEET; THENCE EAST 105 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPT THE NORTH 145 FEET OF THE WEST 80 FEET OF THE EAST 185 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29. ALSO LESS AND EXCEPT THE NORTH 25 FEET OF THE FOLLOWING: BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, AND RUN EAST 475 FEET; THENCE SOUTH 145 FEET; THENCE EAST 80 FEET; THENCE SOUTH 170 FEET; THENCE EAST 105 FEET; THENCE SOUTH 1005 FEET; THENCE WEST 660 FEET; THENCE NORTH TO THE POINT OF BEGINNING.

EXHIBIT “B”



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: May 28, 2024

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, entering into a Purchase and Sale Agreement with Alliance Church to obtain real property relating to Lift Station 3; and providing an effective date.

Staff Recommendation:

Staff recommends entering into the Purchase and Sale Agreement executed by The Christian and Missionary Alliance Church of Leesburg (the “Church”) for real property and a Utility Easement relating to Lift Station 3.

Analysis:

The City is the owner of real property located east of the Church’s property at 218 South 14th Street. The City currently operates and maintains Lift Station 3 and related facilities on the Church’s property. The Public Works Department desires to acquire the real property for \$20,000.00 on which Lift Station 3 is located, along with such easements as are necessary to accommodate the pipes, lines, and other facilities associated with the operation of the Lift Station 3.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution to enter into the Purchase and Sale Agreement with the Church as presented; or
2. Reject the Resolution; or
3. Such an alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Wastewater Capital Improvement budget has funds available.

Account No. 044-4099-535-6110

Project No. 440002

WF No. WF1543646

Budget	\$20,000.00
Available	\$20,000.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ENTERING INTO A PURCHASE AND SALE AGREEMENT WITH
ALLIANCE CHURCH TO OBTAIN REAL PROPERTY RELATING TO LIFT
STATION 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 to accept the provisions pursuant to the Contract for Purchase and Sale with The Christian and Missionary Alliance Church of Leesburg, Florida and execute this agreement to purchase the real property described in the document, together with the acceptance of a Utility Easement.

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 28th day of May 2024.

Mayor

ATTEST:

City Clerk

CONTRACT FOR PURCHASE AND SALE AND LOT LINE DEVIATION

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is entered into as of _____, by and between **THE CHRISTIAN AND MISSIONARY ALLIANCE CHURCH OF LEESBURG, FLORIDA**, a Florida not-for-profit corporation, whose mailing address 218 South 14th Street, Leesburg, Florida 34748 ("Seller") and **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is 501 West Meadow Street, Leesburg, Florida 34748 (the "Purchaser") subject to all of the following terms and conditions:

RECITALS

- A. Seller is the owner of the Leesburg Alliance Church (the "Church") located at 218 South 14th Street, Leesburg, Florida 34748, which property is identified as Parcel ID Number 26-19-24-1300-000-00500 and is described more particularly on Exhibit "A" attached hereto (the "Church Parcel");
- B. Purchaser is the owner of the real property identified as Parcel ID Number 26-19-24-0002-000-07300 and described more particularly on Exhibit "B" attached hereto (the "City Parcel");
- C. The City Parcel adjoins the Church Parcel at the City Parcel's western boundary and Purchaser operates, and maintains a lift station and related facilities (the "Lift Station") on the Church Parcel;
- D. The City therefore wishes to acquire the real property on which the Lift Station is located along with such easements as are necessary to accommodate the pipes, lines, and other facilities associated with the operation of the Lift Station;
- E. An adjustment or deviation of the boundaries is also necessary and subject to application, review and approval by the Planning and Zoning Commission of the City of Leesburg;
- F. Based on the foregoing, Seller and the Purchaser wish to enter into a Contract for Purchase and Sale by which the Purchaser agrees to seek approval of a lot line deviation or adjustment of the parcels and purchase the needed easements and portion of the Church Parcel affected by the lot line deviation.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Subject of the Purchase and Sale. The Purchaser shall purchase and Seller shall sell the following to Purchaser:
 - a. The portion of the Church Parcel described more particularly on the Sketch of Description attached hereto as **Exhibit "C"** (the "Property"); and
 - b. A utility easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities, over, under, upon, across, through and within the lands described more particularly on the Sketch of Description attached hereto as **Exhibit "D"** (the "Utility Easement").

2. Purchase Price. The parties agree that the purchase price for the Property and Utility Easement shall be Twenty Thousand Dollars and NO/100 (\$20,000.00) ("Purchase Price").

3. Title to the Property. Title to the Property and Utility Easement shall be good and marketable and shall be conveyed to the Purchaser free and clear of any and all liens, encumbrances, claims and interest of any kind or nature whatsoever except the following: (a) current real estate taxes not delinquent; and, (b) such other liens, rights and encumbrances as may be approved by the Purchaser (collectively, "Permitted Exceptions"). As evidence of such title, Purchaser shall, at its sole cost and expense, obtain as soon as practicable after the date hereof, but in no event later than thirty (30) days from the Effective Date, a commitment for an ALTA Form B Owner's Policy of title insurance issued by Stone and Gerken, P.A., whose address is 4850 N. Highway 19A, Mount Dora, Florida 32757 ("Escrow Agent") agent for Old Republic Title Insurance Company ("Title Insurer"), together with legible copies of all instruments identified as exceptions in the commitment ("Commitment"), in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a special warranty deed from Seller to Purchaser, the Purchaser shall have fee simple title to the Property free and clear of all matters rendering the property unmarketable except for the Permitted Exceptions. Within thirty (30) days after receipt of the Commitment, the Purchaser shall provide Seller with notice of any matters set forth in the Commitment which shall render Seller's title to the Property unmarketable as determined under the Uniform Title Standards adopted by the Florida Bar Association and the laws of the State of Florida but shall not include any Permitted Exceptions (hereinafter collectively referred to as the "Title Defect"). Seller shall have fifteen (15) days after receipt of such notice from Purchaser to cure any Title Defect ("Curative Period"). If Seller fails to cure the Title Defect within the fifteen (15) day period, then the Purchaser shall then within five (5) days thereafter elect to: (a) terminate this Contract and the parties hereto shall be relieved of any further duties, obligations or responsibilities arising hereunder, except for those intending to survive termination; or (b) waive its objections and proceed with the Contract. If Purchaser does not provide written notice to Seller of its elections within the five (5) day period set forth above, the Purchaser shall be deemed to have elected to pursue its options under clause (b) of the preceding sentence.

4. Due Diligence Period. Seller will deliver the Property to Purchaser at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the improvements, landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Purchaser may elect to terminate the Contract and receive a refund of any and all deposits or Earnest Money paid, plus interest, if applicable.

Purchaser will, at Purchaser's expense and within 30 days from the Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use and development of the Property. During the Due Diligence Period, Purchaser may conduct tests, studies, analyses, surveys and investigations ("Inspections") which Purchaser deems necessary to determine to Purchaser's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Purchaser deems appropriate to determine the suitability of the Property for Purchaser's intended use and development. Purchaser will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Purchaser's determination of whether or not the Property is acceptable. Purchaser's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants Purchaser, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of

conducting Inspections; provided, however, that Purchaser, its agents, contractors and assigns, enter the Property and conduct Inspections at their own risk. Purchaser will indemnify and hold Seller harmless for losses, damages, costs, claims and expenses of any nature, including attorney's fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Purchaser. Purchaser will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Purchaser will repair all damages to the Property resulting from Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Purchaser will, at the Purchaser's expense, release to Seller all reports and other work generated as a result of the Inspections. Should Purchaser deliver timely notice that the Property is not acceptable, Seller agrees that Purchaser's Earnest Money will be immediately returned to Purchaser and the Contract terminated.

Purchaser may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph.

5. Contingencies and Additional Terms.

- a) Zoning Contingency. Notwithstanding anything else to the contrary herein, this Contract is expressly contingent on Purchaser obtaining any necessary zoning, land use, lot split, lot line deviation, subdivision, and/or comprehensive plan changes/designations from the City of Leesburg, Lake County and any other applicable agencies suitable in Purchaser's sole and absolute discretion to use the Property for governmental utility, water, wastewater, and solid waste facilities ("Approvals"). These contingencies in this section shall expressly extend beyond the Due Diligence Period and be a contingency to closing for Purchaser. Purchaser agrees, as necessary, to promptly apply for and diligently pursue such Approvals. If Approvals are not obtained within the Due Diligence Period, the Purchaser may elect to: (a) terminate this Contract and the parties hereto shall be relieved of any further duties, obligations and responsibilities arising hereunder, except for those intending to survive termination; (b) waive this zoning contingency and proceed with the Closing; or (c) extend the Closing for up to 90 days. Seller agrees to execute such authorization or other documents as may be required by governmental authorities to evidence Seller's consent to such rezoning, land use, lot split, lot line deviations, or comprehensive plan amendments.
- b) Appraisal Contingency. Notwithstanding anything else to the contrary herein, this Contract is expressly contingent on Purchaser obtaining a written appraisal from a licensed Florida appraiser on or before expiration of the Due Diligence Period, satisfactory to Purchaser in Purchaser's sole discretion, stating that the appraised value of the Property is at least \$20,000. If the appraisal states that the appraised value of the Property is less than the above value, Purchaser shall deliver written notice to Seller, either: a) terminating this Contract in which event the Earnest Money paid shall be refunded to Purchaser, thereby releasing Purchaser and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property.
- c) Approval of City Commission Required. Notwithstanding anything else to the contrary contained herein, this Contract is expressly contingent on the City Commission of the City of Leesburg approving this Contract in accordance with the laws, codes, rules, and regulations pertaining to the City. Purchaser shall make reasonable efforts to ensure that

this Contract is promptly presented to the City Commission for appropriate review and approval and shall thereafter notify Seller of the City Commission's final decision.

- d) Church Property Signage. Seller, at Seller's sole cost and expense, shall plan, obtain, and install a digital messaging sign on the Church Property in conformance with all applicable City of Leesburg ordinances, codes, rules, and regulations. Seller shall be responsible for submitting applying for and obtaining any necessary permits or other approvals required for installation of the sign. The City will cooperate with such applications in good faith, however, nothing herein is intended to guarantee approval.

6. Survey. Seller will, within thirty (30) days from Effective Date, deliver to Purchaser copies of prior surveys, plans, specifications, engineering documents, if any, and any other documents relevant to this transaction, prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within ten (10) days from the date this Contract is terminated. Purchaser will, at Purchaser's expense and within the time period allowed to deliver to and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that improvements on the Property encroach on the lands of another, such encroachments will constitute a title defect to be cured within the Curative Period. The parties agree to confirm any changes to the legal description set forth in Section 1 of this Contract as determined by survey.

7. Representations and Warranties of Seller. Other than matters set forth in this Contract and warranties expressly made in the closing documents or the special warranty deed, the Property is being sold "as-is" and Seller makes no representations or warranties concerning the status or state of the Property.

8. Closing. Closing of the transaction contemplated hereby shall occur at Stone and Gerken, P.A. located at 4850 N. Highway 19A, Mount Dora, Florida 32757, unless otherwise agreed to by the parties. Subject to contingencies & extensions as set forth in this Contract, closing shall occur on or before **November 22, 2024**. Seller has selected William Grant Watson, Esq. with Stone & Gerken, P.A. to serve as the closing agent for this transaction. Both parties agree to cooperate with the closing agent and, unless agreed otherwise or stated herein, closing procedure shall be in accordance with the norms for Lake County.

9. Considerations of Seller. At Closing, Seller shall execute and/or deliver to Purchaser a special warranty deed conveying the fee simple estate in the Property to Purchaser, together with the Utility Easement, free and clear of all mortgages, liens, and other encumbrances, except for Permitted Exceptions. The agreed upon form of the Utility Easement is attached hereto as **Exhibit "D"**.

10. Considerations of Purchaser. At Closing, Purchaser shall pay to Seller the Purchase Price, less any Closing proration as hereinafter provided.

11. Defaults. In the event Seller breaches any warranty or representation contained in this Contract or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Contract, Purchaser, in Purchaser's sole discretion, shall be entitled to (i) exercise all rights in equity of specific performance, (ii) terminate the Contract, or (iii) to waive the default and proceed to the Closing. Seller shall have no liability for damages to the Purchaser unless the Seller shall willfully fail and refuse to close and Purchaser, being ready, willing, and able to close, and having waived all unfulfilled conditions, shall be unable to obtain the remedy of specific performance. In no event shall Purchaser be entitled to recover special, incidental or consequential damages. Upon any such termination all rights and obligations created hereunder shall be deemed null and void and

of no further force or effect. In the event Purchaser fails to comply with or perform under the terms and provisions of this Contract, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser and Escrow Agent as herein provided, to receive the Earnest Money from Escrow Agent as full liquidated damages, whereupon this Contract and all right and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Both parties acknowledge and agree that each was materially induced to enter into this Contract in reliance upon the other's agreement to limit their respective remedies in the event of default by the other party, and that neither party would have entered into this Contract but for the other's agreement to so limit such remedies.

12. Escrow Agent. Seller and Purchaser authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse then in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller and Purchaser, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the right of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleaders. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit in which Agent interpleads the escrowed items or is made a part because of action of Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

13. Cure Period. Prior to any claim for defaults being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have five (5) days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

14. Taxes, Assessments and Closing Costs. Real Estate taxes, personal property taxes on any tangible property and association dues will be prorated through the day before closing. If the amount of current taxes cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. Any tax or assessment proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill, and this provision will survive closing. Seller shall pay for all costs associated with the owner's policy premium and curing title defects. Purchaser shall pay the documentary stamp tax with respect to the conveyance of the Property and all costs in connection with financing the Property, if any, as well as any and all fees in connection with recordation of the special warranty deed. Seller will deliver to Closing Agent a resolution and any other evidence authorizing the sale as required by the title underwriter or local law.

15. Damage or Destruction; Condemnation. All risk of loss or damage to the Property shall remain with the Seller through and including the date of Closing, and all risk of loss or damage to the Property shall be with the Purchaser after Closing except as provided in any lease agreement for post-closing possession by Seller. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the Effective Date and on or before the date of Closing, or if proceedings to take or

condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the elate of the Closing, then Purchaser may, as its option, either consummate or not consummate the transaction contemplated hereby. If Purchaser elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to Purchaser. If Purchaser elects not to consummate such transaction, this Contract shall terminate and be of no further force and effect.

16. Expenses; Brokerage. Each party represents to the other that no agent or broker is owed a commission. Both the Seller and Purchaser represent to each other that there is no real estate broker involved in this transaction and neither has incurred or will incur any liability for brokerage fees or agent's commissions in connection with this contract. Accordingly, Purchaser and Seller each agree to indemnify and hold the other harmless from any and all claims for such.

17. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, postage prepaid, or via recognized overnight parcel service addressed as follows:

TO SELLER:

The Christian and Missionary Alliance Church of Leesburg, Florida
c/o Rev. Roberto Joel Melendez
218 S. 14th Street
Leesburg, Florida 34748

TO PURCHASER:

The City of Leesburg
Attn: Al Minner, City Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

with a copy to:

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

18. Construction, Jurisdiction, and Venue. This contract shall be construed according to the laws of the State of Florida. Venue for any action hereunder shall exclusively lie in a court of competent jurisdiction in Lake County, Florida.

19. Attorney's Fees. In the event either party shall be in default under this Contract, or if any dispute shall arise between the parties concerning the interpretation of this Contract, and if any action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that either party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Contract, the party determined by the court to be in default, or with whose interpretation of this Contract the court does not agree, shall pay to the other party reasonable attorney's fees and litigation expenses incurred or paid by the other party in connection therewith.

20. Time. Time is of the essence of this Contract. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

21. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

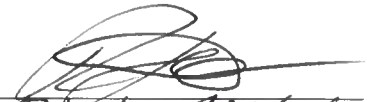
22. Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes discussion, understandings and agreements between the parties relating to the subject matters of this Contract. No amendment hereto is effective unless made in writing and signed by both parties.

23. Effective Date. The Effective Date of this Agreement shall be the date upon which the last of Seller and Purchaser executes this Agreement.

EXECUTED as of the date first above written.

“SELLER”

THE CHRISTIAN AND MISSIONARY ALLIANCE
CHURCH OF LEESBURG, FLORIDA, a Florida
corporation,

By: 
Name: Rev. Roberto Joel Melendez
Title: Pastor

Date: 04/22/24

“PURCHASER”

THE CITY OF LEESBURG, FLORIDA, a Florida
Municipal corporation

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

Date: _____

Attest:

Andi Purvis, City Clerk

Exhibit "A"
(Church Parcel)

LEESBURG, HESTER-MATHEWS PB 4 PG 28 THE SOUTH 279.3 FEET OF LOT 5, ALSO LEESBURG PB 2 PG 19 THE SOUTH 279.3 FEET OF BLOCK 37--LESS THE WEST 220--, AND BEGIN 480 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 19 SOUTH RANGE 24 EAST, THEN RUN EAST TO THE WEST RIGHT OF WAY LINE OF ACL RAILROAD, THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY LINE OF SAID RAILROAD TO THE EAST LINE OF US HIGHWAY 27, THENCE NORTH TO THE POINT OF BEGINNING--LESS BEGIN 500 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 19 SOUTH RANGE 24 EAST, RUN EAST TO THE WEST RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY LINE OF SAID RAILROAD TO THE EAST LINE OF US HIGHWAY 27, RUN NORTH TO THE POINT OF BEGINNING-- ORB 740 PG 1401

Exhibit "B"
(City Property)

ABANDONED FORMER ACL RR R/W IN SEC 26 DESCRIBED AS: FROM W 1/4 COR OF SEC 26 RUN N 0-45-47 E 299.88 FT TO CENTERLINE OF CSX RR R/W, N 35-58-28 E ALONG SAID CENTERLINE 315.81 FT FOR POB, RUN N 54-01-32 W 30 FT TO W'LY R/W LINE OF CSX RR, N 35-58-28 E ALONG SAID W'LY R/W LINE OF RR A DIST OF 405.98 FT TO THE BEGINNING OF A CURVE CONCAVE TO THE NW, THENCE ALONG SAID W'LY RR R/W LINE & ALONG THE ARC OF SAID CURVE, HAVING A RADIUS LENGTH OF 875.13 FT, A DELTA ANGLE OF 21-23-31, AN ARC LENGTH OF 326.74 FT, A TANGENT LENGTH OF 165.29 FT, A CHORD LENGTH OF 324.85 FT & A CHORD BEARING OF N 25-16-42 E, THENCE ALONG A NON-TANGENT LINE RADIAL FROM SAID CURVE, S 75-25-03 E 60 FT TO A POINT ON E'LY RR R/W LINE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NW, THENCE ALONG SAID E'LY RR R/W LINE & ALONG THE ARC OF SAID CURVE, HAVING A RADIUS LENGTH OF 935.13 FT, A DELTA ANGLE OF 13-02-47, AN ARC LENGTH OF 212.93 FT, A TANGENT LENGTH OF 106.93 FT, A CHORD LENGTH OF 212.47 FT & A CHORD BEARING OF S 21-06-20 W TO THE END OF SAID CURVE, THENCE DEPARTING SAID E'LY RR R/W LINE & ALONG A NON-TANGENT LINE FROM SAID CURVE, S 62-48-22 E 59.47 FT TO E'LY RR R/W LINE, SAID LINE ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SE, THENCE SW'LY ALONG SAID E'LY RR R/W LINE & ALONG THE ARC OF SAID CURVE, HAVING A RADIUS LENGTH OF 788.50 FT, A DELTA ANGLE OF 20-16-38, AN ARC LENGTH OF 279.05 FT, A TANGENT LENGTH OF 141 FT, A CHORD LENGTH OF 277.60 FT & A CHORD BEARING OF S 46-06-47 W TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING 30 FT, PERPENDICULAR DIST SE'LY FROM CENTERLINE OF RR R/W, CONT ALONG SAID E'LY RR R/W LINE S 35-58-28 W 277.52 FT, N 54-01-32 W 30 FT TO POB ORB 3047 PG 1178

Exhibit "C"
(Property)

LEGAL DESCRIPTION: PURCHASE PROPERTY

A PARCEL OF LAND IN PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST RIGHT OF WAY LINE OF ABANDONED FORMER ATLANTIC COAST LINE RAILROAD, BEING THE NORTHEAST CORNER OF PARCEL # 26-19-24-1300-000-00500, PROPERTY OF CHRISTIAN AND MISSIONARY ALLIANCE CHURCH, BEING ALSO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 875.13 FEET, A CENTRAL ANGLE OF 05°08'50", A CHORD BEARING OF SOUTH 21°35'26" WEST AND A CHORD DISTANCE OF 78.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 78.62 FEET TO THE POINT OF TANGENCY; BEING ALSO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 875.13 FEET, A CENTRAL ANGLE OF 02°57'16", A CHORD BEARING OF NORTH 25°38'29" EAST AND A CHORD DISTANCE OF 45.13 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 45.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 68°38'59" WEST, 45.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 830.13 FEET, A CENTRAL ANGLE OF 03°06'56", A CHORD BEARING OF NORTH 25°46'14" EAST AND A CHORD DISTANCE OF 45.13 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 45.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°38'59" EAST, 45.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2,026.82 SQUARE FEET EQUIVALENTS TO 0.05 ACRES, MORE OR LESS.

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT (“**Easement**”) is hereby granted by **THE CHRISTIAN AND MISSIONARY ALLIANCE CHURCH OF LEESBURG, FLORIDA**, a Florida not for profit corporation, whose mailing address is 218 S. 14th Street, Leesburg, Florida 34748, (“**GRANTOR**,”) to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns (“**GRANTEE**”);

WITNESSETH:

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

As depicted in the sketch of description attached hereto as Exhibit “I” and incorporated herein by this reference.

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

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

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

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

WITNESSES:

Signature

Printed Name

Address

Signature

Printed Name

Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____, as _____ of THE CHRISTIAN AND MISSIONARY ALLIANCE CHURCH OF LEESBURG, FLORIDA . who is ☐ personally known to me or ☐ who produced the following identification:

GRANTOR:

THE CHRISTIAN AND MISSIONARY
ALLIANCE CHURCH OF LEESBURG,
FLORIDA, a Florida not for profit corporation

By: _____

Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

Exhibit "I"

UTILITY EASEMENT FROM ALLIANCE CHURCH
218 S 14TH STREET
LEESBURG, FLORIDA 34748

LEGAL DESCRIPTION: UTILITY EASEMENT

A PARCEL OF LAND IN PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST RIGHT OF WAY LINE OF ABANDONED FORMER ATLANTIC COAST LINE RAILROAD, BEING THE NORTHEAST CORNER OF PARCEL # 26-19-24-1300-000-00500, PROPERTY OF CHRISTIAN AND MISSIONARY ALLIANCE CHURCH; THENCE NORTH 89°39'27" WEST, 287.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°31'10" WEST, 3.29 FEET; THENCE SOUTH 00°42'11" WEST, 10.46 FEET THENCE NORTH 88°41'54" WEST, 187.49 FEET; THENCE SOUTH 00°52'05" WEST, 9.89 FEET; THENCE SOUTH 88°41'54" EAST, 191.90 FEET; THENCE SOUTH 75°31'08" EAST, 211.56 FEET; THENCE SOUTH 26°24'28" WEST, 26.67 FEET; THENCE SOUTH 68°38'59" EAST, 25.67 FEET; THENCE SOUTH 33°10'57" WEST, 190.30; THENCE NORTH 89°27'18" WEST, 308.13 FEET; THENCE SOUTH 00°31'10" WEST, 15.00 FEET; THENCE SOUTH 89°28'50" EAST, 322.06 FEET; THENCE NORTH 35°58'15" EAST, 17.04 FEET; THENCE SOUTH 78°25'30" WEST, 13.42 FEET; THENCE NORTH 33°19'27" EAST, 187.50 FEET; THENCE SOUTH 68°38'59" EAST, 9.17 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 875.13 FEET, A CENTRAL ANGLE OF 02°57'16", CONTINUE NORTHERLY AN ARC DISTANCE 45.13 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 68°38'59" WEST, 45.00 FEET; THENCE SOUTH 24°26'30" WEST, 6.63 FEET; THENCE NORTH 79°12'31" WEST, 25.84 FEET; THENCE NORTH 65°47'08" WEST, 104.58 FEET; THENCE NORTH 78°50'23" WEST, 84.86 FEET; THENCE NORTH 89°42'20" WEST, 9.90 FEET TO THE POINT OF BEGINNING.

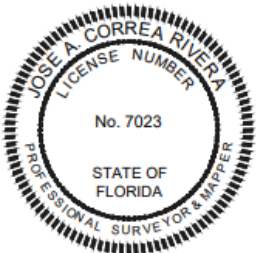
PARCEL CONTAINING 0.35 ACRES, 15,100.83 SF MORE OR LESS.

LEGAL DESCRIPTION: PURCHASE PROPERTY

A PARCEL OF LAND IN PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST RIGHT OF WAY LINE OF ABANDONED FORMER ATLANTIC COAST LINE RAILROAD, BEING THE NORTHEAST CORNER OF PARCEL # 26-19-24-1300-000-00500, PROPERTY OF CHRISTIAN AND MISSIONARY ALLIANCE CHURCH, BEING ALSO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 875.13 FEET, A CENTRAL ANGLE OF 05°08'50", A CHORD BEARING OF SOUTH 21°35'26" WEST AND A CHORD DISTANCE OF 78.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 78.62 FEET TO THE POINT OF TANGENCY; BEING ALSO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 875.13 FEET, A CENTRAL ANGLE OF 02°57'16", A CHORD BEARING OF NORTH 25°38'29" EAST AND A CHORD DISTANCE OF 45.13 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 45.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 68°38'59" WEST, 45.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 830.13 FEET, A CENTRAL ANGLE OF 03°06'56", A CHORD BEARING OF NORTH 25°46'14" EAST AND A CHORD DISTANCE OF 45.13 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 45.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68°38'59" EAST, 45.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2,026.82 SQUARE FEET EQUIVALENTS TO 0.05 ACRES, MORE OR LESS.



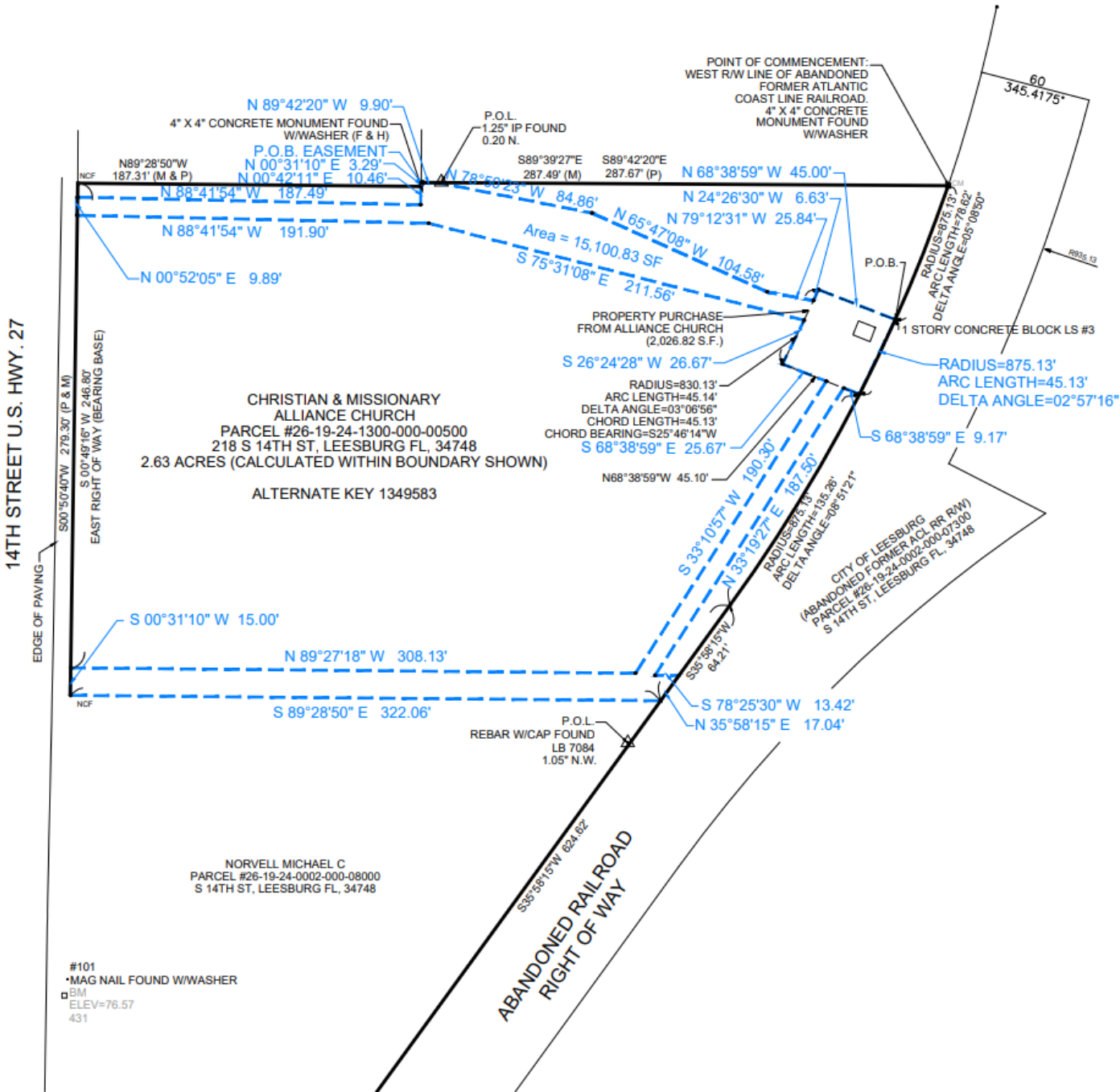
DATUM: FPRN; NAVD 88, NAD 83 FLORIDA EAST STATE PLANE COORDINATES

PURA VIDA ENGINEERING SERVICES 6457 HAZELTINE NATIONAL DRIVE, SUITE 150A ORLANDO, FLORIDA 32822 PH (407) 203-3804	LEGAL DESCRIPTION	DATE: 03/13/24	SHEET NUMBER 1 OF 2
	UTILITY EASEMENT FROM ALLIANCE CHURCH 218 S. 14TH STREET LEESBURG, FL 34748	DRAWN: ML CHECKED: MS APPROVED: JC SCALE: -- PROJ NO.: J329S.1	



SCALE 1:80

UTILITY EASEMENT FROM ALLIANCE CHURCH
218 S 14TH STREET
LEESBURG, FLORIDA 34748



DATUM: FPRN; NAVD 88, NAD 83 FLORIDA EAST STATE PLANE COORDINATES

PURA VIDA ENGINEERING SERVICES 6457 HAZELTINE NATIONAL DRIVE, SUITE 150A ORLANDO, FLORIDA 32822 PH (407) 203-3804	SKETCH OF DESCRIPTION		DATE: 03/13/24	SHEET NUMBER
	UTILITY EASEMENT FROM ALLIANCE CHURCH 218 S. 14TH STREET LEESBURG, FL 34748		DRAWN: ML CHECKED: MS APPROVED: JC SCALE: 1" = 80' PROJ NO.: J329S.1	
				2 OF 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: May 28, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida creating a Teacher Utility Incentive Program; and providing an effective date.

Staff Recommendation:

Consider Teacher Utility Incentive Program.

Analysis:

At the May 6, 2024 Electric Advisory Board meeting, the Board voted 4-1 to recommend a pilot program that seeks to encourage teachers to move to Leesburg. The incentive program asks the Commission to waive utility connection fees for teachers, grades K-12, if they reside in Leesburg Utility Service Territory. The connection fee is \$50 per utility service for water, gas, electric and a potential \$55 same connection charge. Should the incentive be adopted, the Commission could look to waive up to \$205 per service connection. Further, the fee waiver would not be a significant liability for City utilities.

Procurement Analysis:

Options:

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, CREATING A TEACHER UTILITY INCENTIVE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Teachers play a vital role in our community; and,

WHEREAS, the recruitment of teachers to local educational institutions is a competitive endeavor; and,

WHEREAS, to incentivize that the Leesburg Utility Service Area is viewed as a competitive choice for teachers to select employment and live in the City of Leesburg hereby creates the Teacher Utility Incentive Program.

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

THAT the City Commission will perform a one-time waiver of Electric, Water and Gas connection fees for new utility customers, provided that the new customer can provide evidence to the City that they are:

1. A first-time utility customer
2. Taking residence (owner or rental) in the City of Leesburg utility service area
3. A bonafide teacher of grades K-12
4. Employed by a learning institution located in Lake County, Florida

THAT the Teacher Incentive Program will automatically sunset June 1, 2026, pending a review of the program's success and renewal by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of May 2024.

James A. Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: May 28, 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).

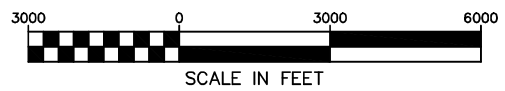
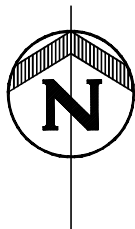
RESPECTFULLY SUBMITTED, this 29th day of April, 2024.

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

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

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

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

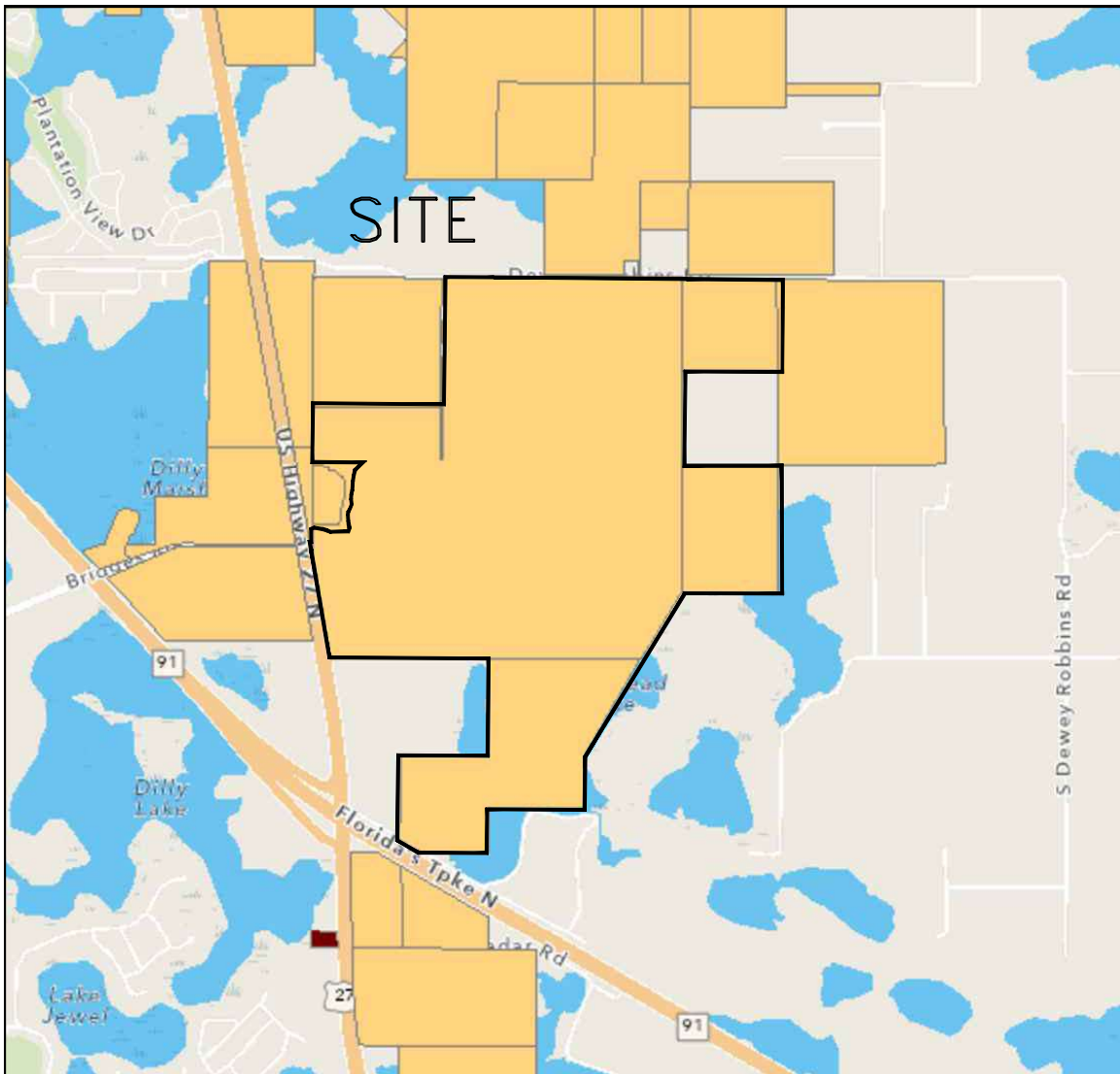
Exhibit A

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

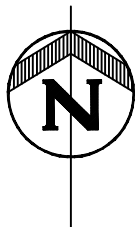
TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE 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

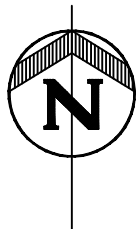
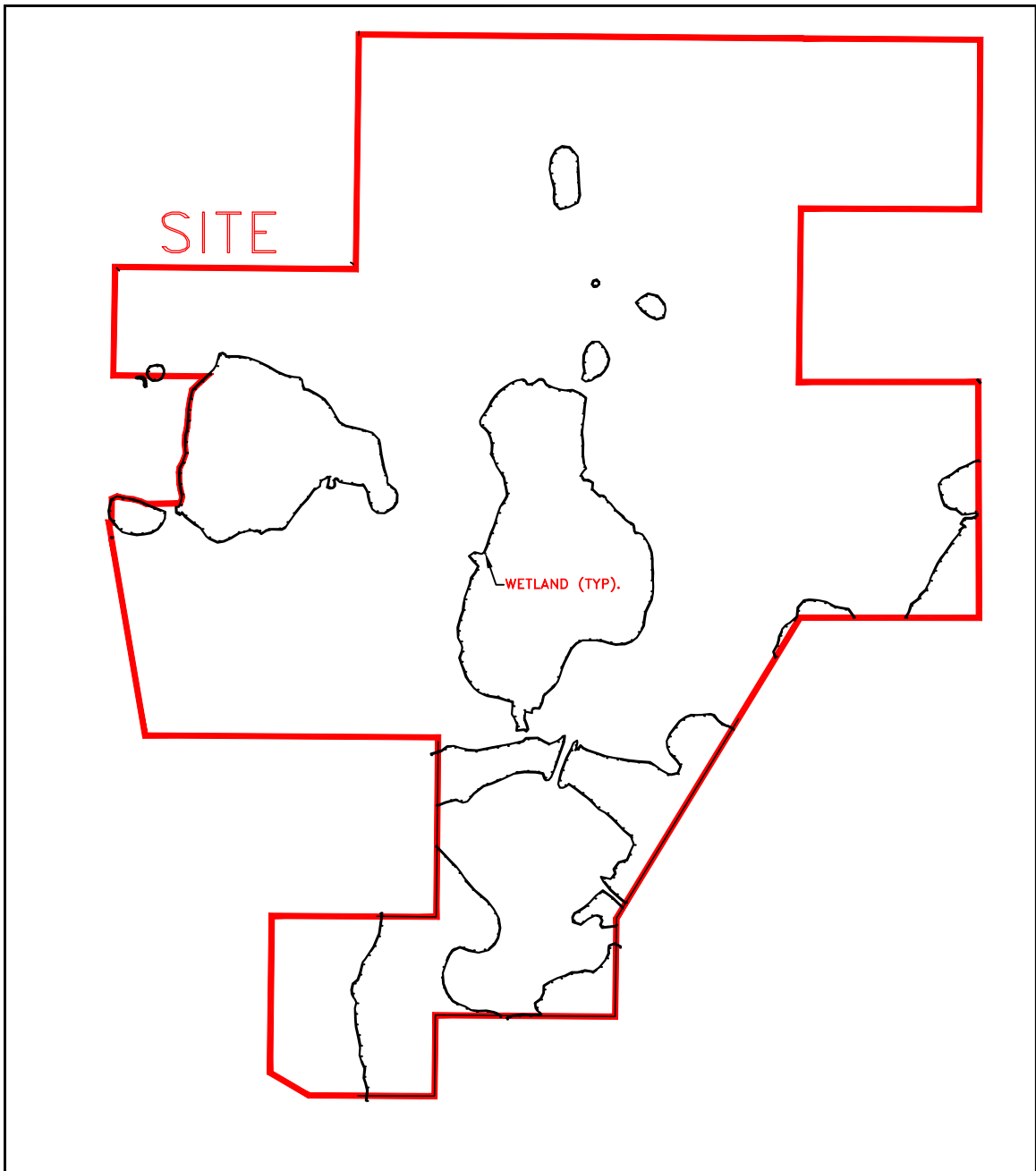


902 North Sinclair Ave.
Tavares, Florida 32778

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

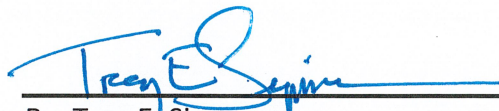
This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, Kolter Group Acquisitions LLC, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Establish the Grace Key Groves Community 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

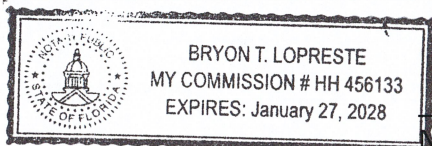

Print Name: Bryon T. LoPrete

**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.B.1.

Meeting Date: May 28, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 506 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for single-family (attached and detached) with commercial and multi-family uses for a property generally located west of County Road 33, north of Florida Turnpike, and south of County Road 48, lying in Section 21, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Denham Village PUD)

Staff Recommendation:

Planning and Zoning Staff recommended approval, and Planning Commission recommend denial of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for single-family (attached and detached) with commercial and multi-family.

Analysis:

The project site is approximately 560 +/- acres, and is generally located west of County Road 33, north of Florida Turnpike, and south of County Road 48, as shown on the attached maps. At this time, the property is vacant and undeveloped. The proposal will allow for single-family (attached and detached) with commercial and multi-family uses. The existing land uses surrounding the property are utility, vacant industrial, manufactured home subdivision, single family, light manufacturing, pasture, vacant residential, timber, warehouse, and cropland. This request will reduce the allowable number of units from 1,999 to 1,500, and provide a revised site plan.

The Planning Commission held a public hearing on the application on March 21, 2024, and recommended DENIAL with a vote of 4-2. The Commission cited concerns over traffic as their major concern.

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:

Existing development on this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 506 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY (ATTACHED AND DETACHED) WITH COMMERCIAL AND MULTI-FAMILY USES FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 33, NORTH OF FLORIDA TURNPIKE, AND SOUTH OF COUNTY ROAD 48, LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DENHAM VILLAGE PUD)

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

Section 1.

Based upon the petition of Tatiana Ross (DR Horton, Agent) for Denham Village, for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development), to-wit:

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

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description of Property - Denham Village

THAT PART OF SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, THENCE RUN N89°09'22"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33 (A VARIABLE WIDTH PUBLIC ROADWAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID WEST RIGHT OF WAY THE FOLLOWING FOUR COURSES AND DISTANCES: THENCE S01°01'20"W, A DISTANCE OF 487.64 FEET; THENCE RUN S01°00'45"W, A DISTANCE OF 819.04 FEET; THENCE RUN N42°27'06"W, A DISTANCE OF 24.71 FEET; THENCE RUN S01°00'45"W, A DISTANCE OF 1548.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE (A LIMITED ACCESS TOLL ROAD); THENCE RUN SOUTHERLY AND NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: THENCE S09°32'36"W, A DISTANCE OF 198.81 FEET; THENCE RUN S01°00'42"W, A DISTANCE OF 424.87 FEET; THENCE N42°27'06"W, A DISTANCE OF 7809.45 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 (100' WIDE PUBLIC RIGHT OF WAY); THENCE RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N45°35'36"E, A DISTANCE OF 477.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5679.58 FEET, A CENTRAL ANGLE OF 21°47'00", A CHORD BEARING OF N56°29'07"E AND A CHORD DISTANCE OF 2146.34 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2159.32 FEET TO THE POINT OF TANGENCY; THENCE RUN N67°22'36"E, A DISTANCE OF 771.36 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S00°53'12"W ALONG SAID EAST LINE, A DISTANCE OF 768.98 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°05'01"E, A DISTANCE OF 661.59 FEET; THENCE RUN N00°51'47"E, A DISTANCE OF 331.33 FEET; THENCE RUN S89°06'32"E, A DISTANCE OF 1946.07 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33; THENCE RUN S01°00'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 3643.52 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 505.980 ACRES

DENHAM VILLAGE
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
March 21, 2024

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Denham Village Revocable Trust, 4800 N. Scottsdale Road, Suite 4000, Scottsdale, AZ 85251 as "Permittee" (Tatiana Ross, DR Horton, 7835 Osceola Polk Line Road, Davenport, FL 33896, Agent)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 1500 total units on approximately 506 acres, generally located west of CR 33, north of Florida Turnpike and south of CR 48, 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 efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. In the event of any conflict between the conditions of this document and the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Denham Village Revocable Trust, 4800 N. Scottsdale Road, Suite 4000, Scottsdale, AZ 85251 as "Permittee" (Tatiana Ross, DR Horton, 7835 Osceola Polk Line Road, Davenport, FL 33896, Agent)**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USES

The above-described property shall be used for the development of 871 single-family residential units 340 townhomes, 240 multi-family units, plus 236,000 square feet of commercial retail space on approximately 506 acres, and consisting of 50, 60 and 70-foot-wide lots, designed and constructed pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Detached single family residential units
- 2) Townhomes
- 3) Multi-family units
- 4) Commercial uses as permitted in the C-3 (Highway Commercial) zoning district.
- 5) Location of all permitted uses shall be substantially with the conceptual site plan shown in Exhibit C
- 6) Interim agricultural uses as noted above, to include timber, citrus, cattle, horses, hay and sod production. These uses shall be allowed to continue until such time as the nearest phase has achieved either 50% build out. Should any disagreement over use arise, City Staff may consult Lake County Agriculture zoning district regulations.

B. Prohibited Uses

- 1) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Accessory Uses

- 1) RV/Boat Storage
- 2) Accessory structures
- 3) Sales office in a single-family unit
- 4) Recreational Uses (Pool/ Clubhouses/fields, courts, etc.)
- 5) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
- 6) Temporary modular sales center office (during construction and sales of new units) and construction offices, not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

Figure 1 – Residential Unit Summary, by Lot Size

50' x 120' lots =	714
60' x 130' lots =	138
70' x 130' lots =	19
Townhomes =	340
Multi-family Units =	240
Live Work Units =	49
Total =	1,500

4. DEVELOPMENT STANDARDS

- A. The project shall consist of 1,500 units on approximately 506 acres, at a gross density not to exceed 2.96 units per acre, as specified in this agreement, and shown on **Exhibit C, Conceptual Site Plan**. Larger lots than the minimum requirements herein shall be permitted within the development if desired.
- B. A mix of lot sizes is required as shown in Exhibit C (50, 60 and 70-foot-wide lots), Conceptual Site Plan
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement.
- D. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- E. Lot requirements
 - 1) For 50 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 6,000 square feet.
 - c) Minimum width 50 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 2) For 60 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 7,200 square feet.
 - c) Minimum width 60 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 10 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 3) For 70 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 8,400 square feet.
 - c) Minimum width 70 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 10 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

- 4) For all structures:
- a) Each single-family detached residential structure shall have a minimum two car garage.
 - b) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
 - c) Except where otherwise allowed in these conditions, minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the combined roof overhang of two adjacent structures shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - d) Maximum building height: two (2) stories or 35 feet.
 - e) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - f) Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - g) Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - h) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein
 - i) Gutters are required on the sides of all single-family structures if the structures are less than 15 feet apart.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
- 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12-inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding

- 15) Hardy board siding
- 16) Raised banding
- 17) Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total front exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

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

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. PARKING

- A. For all recreational areas, the permittee shall have off-street parking spaces per an approved site plan pursuant to the City of Leesburg Code of Ordinances.

7. LANDSCAPING AND BUFFERS, GENERAL & RESIDENTIAL

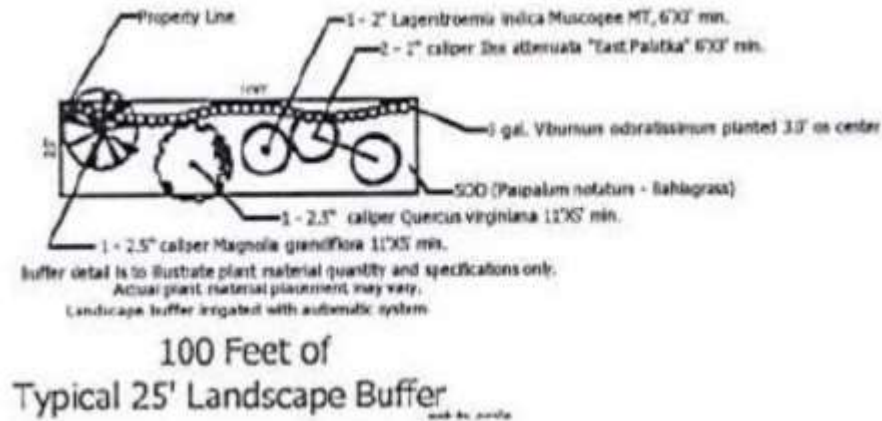
- A. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), and City of Leesburg landscape code requirements.
- B. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- C. Each platted single-family residential lot of record within the project shall contain a minimum of two (2) canopy trees, one located within the front yard, and shall be selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-238 Table 1 Canopy Trees*, plus at least one other tree located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

- D. All exterior boundaries of the property shall contain the following: A minimum twenty-five (25) foot wide buffer tract with plantings as shown in Figures A and B below. This buffer shall be located along the entire exterior boundary of the property, unless otherwise provided for within these standards.
- E. A split rail fence, of either wood or vinyl/synthetic construction, shall be installed along the length of the CR33 and CR48 frontage of the property. The split rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material may be allowed as an option to the split rail fence.
- F. Along the property line(s) adjoining the Florida Turnpike, a six-foot-high masonry wall shall be required as a visual and noise buffer. A five-foot tall berm with a six-foot fence at the apex of the berm may be substituted for a masonry wall. The City of Leesburg shall not be liable for design, funding or construction, and shall hold no liability or responsibility for any future noise reducing measures. Said wall or fence shall be the responsibility of the Property or Home Owners Association.
- G. In areas of the project which are primarily used as and platted for recreational or open space uses, no specific buffer shall be required.
- H. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.
- I. Nothing herein shall be construed to prevent the developer or property owners from increasing buffer width and/or plantings.
- J. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- K. In addition to the requirements herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- L. 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. Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor
- M. Open Space - A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers, plus recreation and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- N. A minimum of two (2) trees shall be provided on each residential lot. One (1) must be provided in the front yard, and one (1) in the rear yard.
- O. Variations to Landscape Requirements
 - 1. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Director as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.
 - 2. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

8. SITE ACCESS AND IMPROVEMENTS

- A. The main vehicular access points to the project site consist of a minimum of one (1) boulevard style access point on CR 48 and four (4) boulevard style access points on CR 33.
- B. Boulevard requirements: Main access to the property shall be a boulevard type (divided roadway with landscaped median).
- C. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- D. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, signalization, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works Department.
- E. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Public Works Department to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
- F. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- G. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- H. All access points within the development and all access points to roadways outside the development shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.

9. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- G. Sidewalks shall be provided on both sides of all roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- H. If desired, golf cart paths and parking for golf carts may be provided along the entire main boulevard roadway, and may be located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to all residential and recreational area of the proposed development.

10. SIGNAGE

- A. *Access points*- Each access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway or as noted in this section. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.
- B. *Residential*
 - i. CR33 – Monument signs not exceeding eight (8) feet in height with a maximum copy area of sixty (60) square feet.
 - ii. CR48 – Monument signs not exceeding eight (8) feet in height with a maximum copy area of sixty (60) square feet.
- C. *Commercial*
 - i. Access points directly adjacent to commercial property shall be permitted signage as provided under City of Leesburg Code of Ordinances Chapter 25-424 (2, c).

11. LAKE COUNTY SCHOOL BOARD

- A. The proposed development is subject to a separate agreement with the Lake County School Board to mitigate the impact of additional students, as agreed with the

owner/developer and the School Board, such as an agreement reflecting a negotiated settlement allowing the Lake County School Board the ability to provide adequate student stations to contain the projected number of students.

12. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
- B. 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.
- C. 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.
- D. Developer shall be responsible for the installation of a natural gas service in eighty percent (80%) of all single-family detached homes in the development, as required by the City of Leesburg Code of Ordinances.
- E. 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. All infrastructure necessary to provide water and wastewater services to the development must be in place, approved by the City, and operational, prior to issuance of building permits for any residential or commercial structures within the development.

13. STORMWATER/DRAINAGE MANAGEMENT

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

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

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

14. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in

accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), City of Leesburg Code of Ordinances.

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 300,000 square feet (6.88 acres).
- B. Permitted recreational amenities shall include:
 - 1. Swimming pool with clubhouse
 - 2. Children's playground areas
 - 3. Trails
 - 4. Dog Parks
 - 5. Various recreational courts (Tennis, Basketball, handball courts, etc.)
 - 6. Activity fields (football, soccer, baseball, etc.)
 - 7. Other mixes of uses, to be reviewed and approved by staff, to include activities such as ball fields and courts to meet the requirements of this section.
- C. Walking trails shall be provided around retention/detention pond and wetlands, as shown on the Conceptual Site Plan, Exhibit C.
- D. Recreational requirements shall consist of at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, soccer fields, softball fields, dog parks, gazebos, swimming pools, clubhouses with recreation rooms, and other amenities as reviewed and approved by staff. This primary recreational facility shall be constructed in conjunction with and completed no later than the certificate of completion of 150 residential units.

- E. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- F. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

17. LIGHTING REQUIREMENTS

- A. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
- B. Exterior lighting shall incorporate “Dark Sky Standards” in the lighting plan for the development. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution. Appropriate designs are shown on Exhibit E, attached hereto.
- C. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties.

18. 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 and recreational facilities 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.

19. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then the plat of the lots for each approved phase shall contain only those portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Implementation of the project shall commence within 120 months (10 years) of approval of this PUD (Planned Unit Development). In the event that the conditions of the PUD have not been substantially implemented during the required time period,

this PUD shall expire unless the developer has applied, at least 90 days prior to the expiration date, for an extension of time to commence development. “Implementation” for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

20. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. Model home permits are limited to four (4) per phase prior to the City’s issuance of the Certificate of Completion (CC) for the project. Water service and fire access to the model must be available prior to permit issuance. Upon approval of all Building Department requirements, model homes may qualify for a Temporary Certificate of Occupancy (TCO) prior to CC with the provision of permanent potable water service and temporary sewer and power service.
- E. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- F. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- G. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE AND CAPACITY

- A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, schools, and solid waste. 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 -Planning & Construction

1. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
2. For all development requiring construction of new distribution, collection lines, or other infrastructure needed to develop the subdivision, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

1. There are no concurrent or previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future. The City's ability to provide said services is dependent upon capacity available at the time of permit submittal.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

Legal Description of Property - Denham Village

THAT PART OF SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, THENCE RUN N89°09'22"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33 (A VARIABLE WIDTH PUBLIC ROADWAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID WEST RIGHT OF WAY THE FOLLOWING FOUR COURSES AND DISTANCES: THENCE S01°01'20"W, A DISTANCE OF 487.64 FEET; THENCE RUN S01°00'45"W, A DISTANCE OF 819.04 FEET; THENCE RUN N42°27'06"W, A DISTANCE OF 24.71 FEET; THENCE RUN S01°00'45"W, A DISTANCE OF 1548.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE (A LIMITED ACCESS TOLL ROAD); THENCE RUN SOUTHERLY AND NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: THENCE S09°32'36"W, A DISTANCE OF 198.81 FEET; THENCE RUN S01°00'42"W, A DISTANCE OF 424.87 FEET; THENCE N42°27'06"W, A DISTANCE OF 7809.45 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 (100' WIDE PUBLIC RIGHT OF WAY); THENCE RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N45°35'36"E, A DISTANCE OF 477.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5679.58 FEET, A CENTRAL ANGLE OF 21°47'00", A CHORD BEARING OF N56°29'07"E AND A CHORD DISTANCE OF 2146.34 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2159.32 FEET TO THE POINT OF TANGENCY; THENCE RUN N67°22'36"E, A DISTANCE OF 771.36 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S00°53'12"W ALONG SAID EAST LINE, A DISTANCE OF 768.98 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°05'01"E, A DISTANCE OF 661.59 FEET; THENCE RUN N00°51'47"E, A DISTANCE OF 331.33 FEET; THENCE RUN S89°06'32"E, A DISTANCE OF 1946.07 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33; THENCE RUN S01°00'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 3643.52 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 505.980 ACRES



EXHIBIT D

SAMPLE FACADES



CONCEPT PLAN
FOR
DENHAM VILLAGE

D. R. HORTON ORLANDO WEST
7835 OSCEOLA POLK LINE ROAD
DAVENPORT, FL 33896

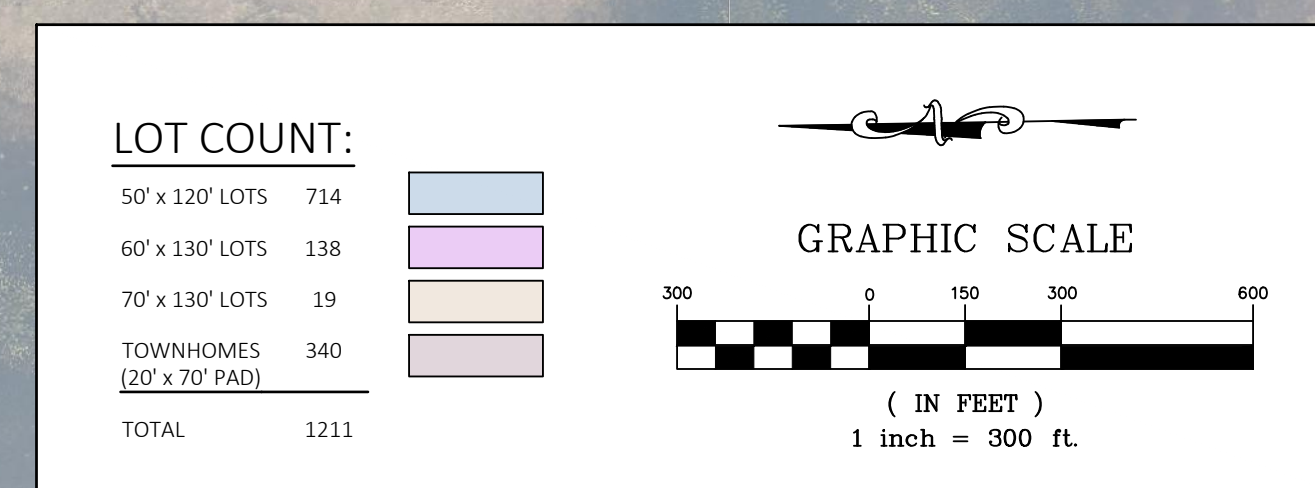
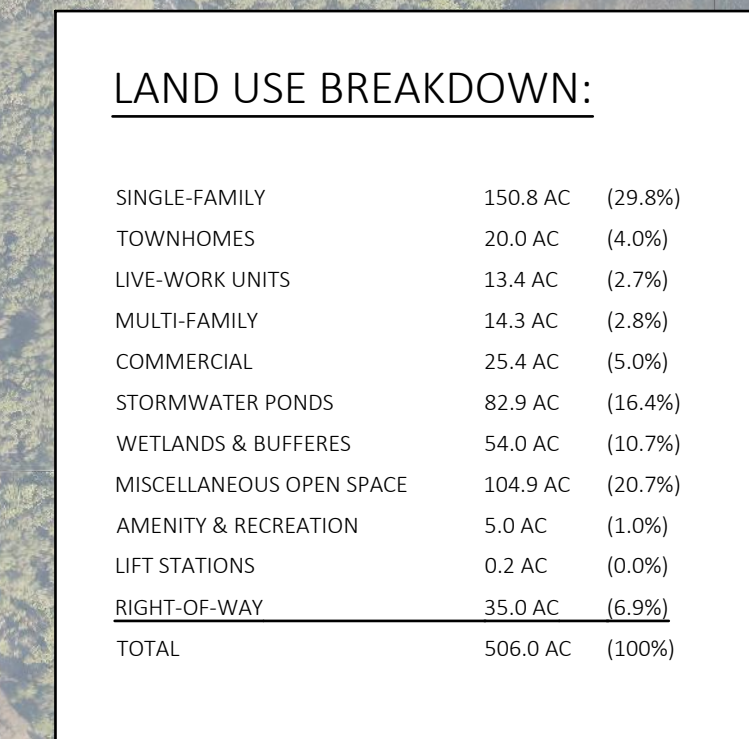
ENGINEER IN CHARGE:

BENJAMIN S. BECKHAM, P.E. #79452
February 1, 2024
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

1	02/01/24	REVISED PER CLIENT REQUEST
2		
3		
4		
5		
6		
7		
8		
9		
10		
11	DATE	REVISIONS

JOB # _____ 2320
DATE: _____ 01/02/2
SCALE: _____ 1"=30'
DESIGNED BY: _____ RS | B
DRAWN BY: _____ R
APPROVED BY: _____ B

RECEIVED City of Leesburg
Denham Village
PUD-24-30





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: March 21, 2024
OWNER: Denham Village Revocable Trust
PETITIONER: Tatiana Ross (DR Horton)
PROJECT: Denham Village
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-24-30

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 Lake County A (Agricultural), Lake County HM (Heavy Industrial), City P (Public), and City PUD (Planned Unit Development).
2. There is no proposed change to the existing Future Land Use designation of City of Leesburg Neighborhood Mixed Use, which is compatible with the current surrounding Future Land Use designations, including Lake County Urban Medium Density, Rural, and Industrial; and City Neighborhood Mixed Use, Institutional, Industry & Technology, Commerce Park, Estate Residential, and SP Mixed Use.
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from City PUD (Planned Unit Development) to City PUD (Planned Unit Development) and forward to the City Commission for consideration.

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

DATE: February 9, 2024
OWNER: Denham Village Revocable Trust
PETITIONER: Tatiana Ross (DR Horton)
PROJECT: Denham Village
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-24-30

GENERAL LOCATION: The property is generally located west of County Road 33, north of Florida's Turnpike, and south of County Road 48

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North –	City Neighborhood Mixed Use, Institutional, industry & Technology Commerce Park and Lake County Urban Medium Density
South –	City Neighborhood Mixed Use, Estate Residential and Lake County Rural
East –	City Neighborhood Mixed Use, Estate, and Lake County Industrial
West –	City SP Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North –	City PUD (Planned Unit Development), City P (Public) and Lake County A (Agriculture)
South –	City PUD (Planned Unit Development), City P (Public) and Lake County A (Agriculture)
East –	City PUD (Planned Unit Development) and Lake County HM (Heavy Industrial)
West –	City PUD (Planned Unit Development) and Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant property

SURROUNDING LAND USE:

North –	City Neighborhood Mixed Use, Institutional, industry & Technology Commerce Park and Lake County Urban Medium Density
South –	Pasture, Single Family, Vacant Residential
East –	Light Manufacturing, Manufactured Home Subdivision, Timber, Warehouse, Vacant Industrial, Timber, Cropland
West –	Utility, Pasture

PROPOSED LAND USE: Single-family (attached & detached) with some commercial and multifamily

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

DATE: March 15, 2024
OWNER: Denham Village Revocable Trust
PETITIONER: Tatiana Ross (DR Horton)
PROJECT: Denham Village
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-24-30

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 3/15/2024

FIRE

In reference to Case Number PUD-24-30

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number PUD-24-30 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Caption Amanda Stevenson 3/14/24

ELECTRIC

“Electric has no objections. This is outside our electric territory.” Steve Davis 3/1/24

GAS

“No Comment.” Wayne Williams 3/7/24

GIS

“GIS has no comments.” Aidan Holms 3/15/2024

BUILDING

No comments received as of 3/15/2024

PUBLIC WORKS

“Public works has no issues with this item, but I would like to add the caveat that the developer should meet with Public Works’ Land Development Manager ASAP to coordinate a Utilities Intake Meeting to discuss utilities capacity and transmission.” Cliff Kelsey 3/1/24

ADDRESSING

No comments received as of 3/15/2024

ECONOMIC DEVELOPMENT

No comments received as of 3/15/2024

LAKE COUNTY PUBLIC WORKS

No comments received as of 3/15/2024

LAKE COUNTY SCHOOLS

“The Denham Village residential development is subject to school concurrency review. Proportionate share mitigation may be required at time of submittal.” Helen C LaValley 3/4/24

PUBLIC RESPONSES

Approval

No comments received as of 3/15/2024

Disapproval

Emalea J. Gravatt – Please see attached comments.

Jack M. Reiner – “The development is across from Heavy Industrial zoning that can operate 24 hours a day, 7 days a week. We are not opposed if a wide green belt is in place on the border of project and a traffic light at main entrance on 33.”

Public Disapproval Comment - Emalea J. Gravatt

City of Leesburg Planning and Zoning
PO Box 490630
Leesburg, Florida 34749-0630

2931 County Road 48
Groveland, FL 34736
March 7, 2024

To Whom It May Concern:

I am writing in reference to the upcoming hearing for the 506 acre property referred to as Denham Village scheduled for March 21, 2024. There are four adults who live on our property and we all disapprove of this property being turned into another housing development. However, we also realized that there are not enough people (neighbors of said property) who will be directly affected by development to even matter.

It seems that every developer who wants to move into Lake County can basically do what they want.

It was only in the past few weeks that you approved another large development just a little farther down 33.

"People" worry about air-pollution and global warming so we cut down all the trees, pave the land and pack in houses mean while adding hundreds of more automobiles to the highways. We upset the balance of nature by destroying the habitat of many and varied animals. Where will they go?

Is this new development going to be restricted for 55 and older or for the general population? If you are adding a development with children, what are you going to do about the schools? Most of the schools in Leesburg are OLD. The high school was here a long time before I graduated in 1965! You will have to put more school buses out on the roads.

Where will the entrance or entrances be? Both highway 33 and 48 are busy roads and getting more truck traffic all the time. Highway 33 north gets really bogged down now especially when a vehicle wants to make a left turn at 470. We've seen traffic backed up almost to 48 on several occasions. Turning left or right from 48 is getting worse all the time. We've seen several near accidents at that intersection. What is being done about that?

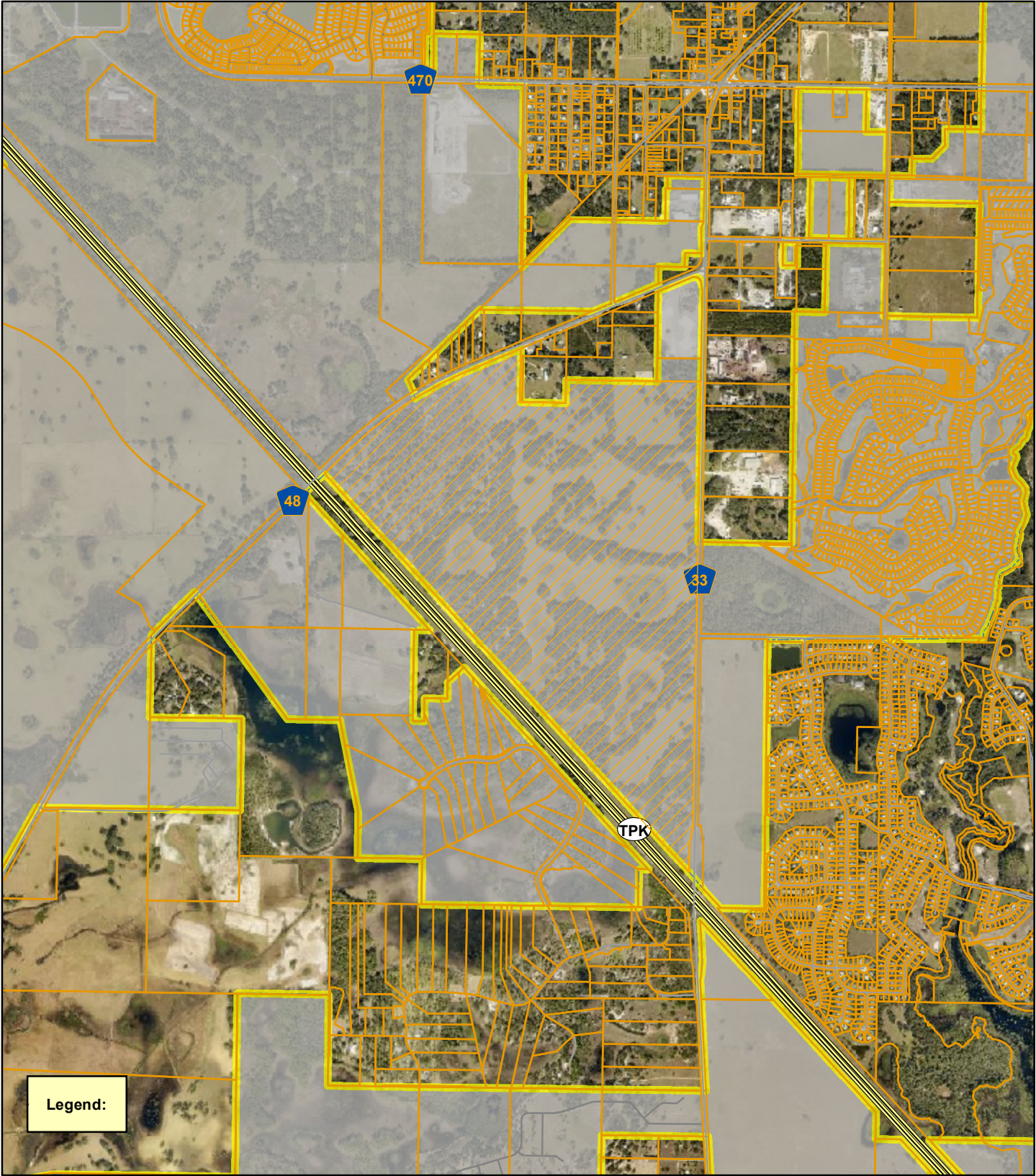
Then you are going to have to drill new wells to support all the homes, pools, etc. of these new developments? What about the sewers? What about the hospitals? They are already getting over crowded. There is getting to be a doctor shortage as it is.

If the commissioners are allowing all these new developments to build in order to increase the tax base, what are you all doing to show the longtime residents what you are doing with the money?

Sincerely,


Emalea and Robert Gravatt

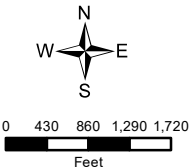
City Boundary



Legend:



**Planning
& Zoning
Division**

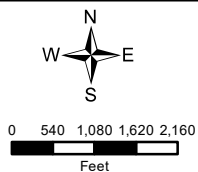


Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Aerial

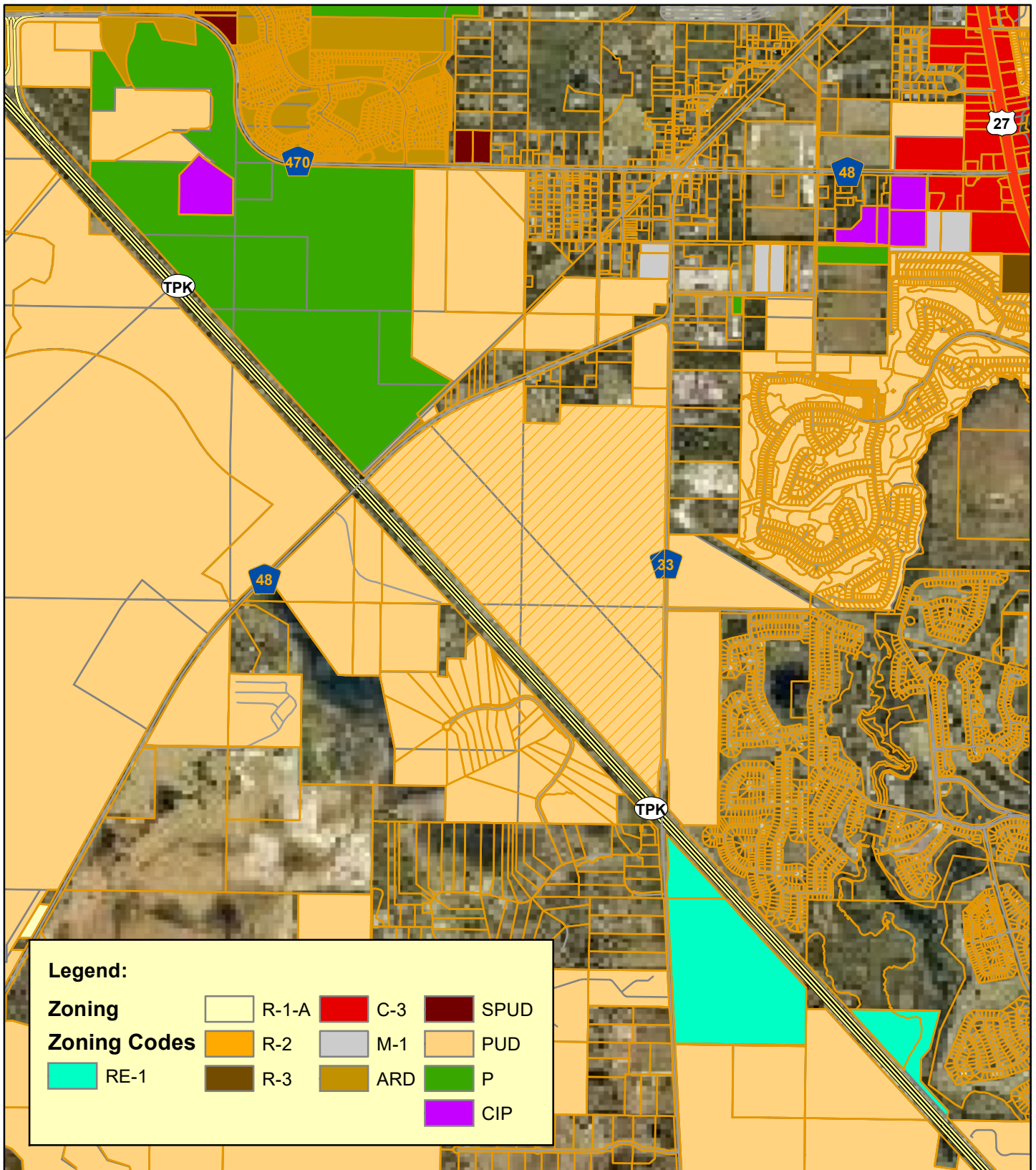


**Planning
& Zoning
Division**

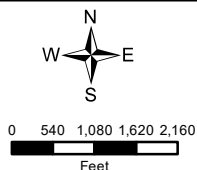


Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Zoning

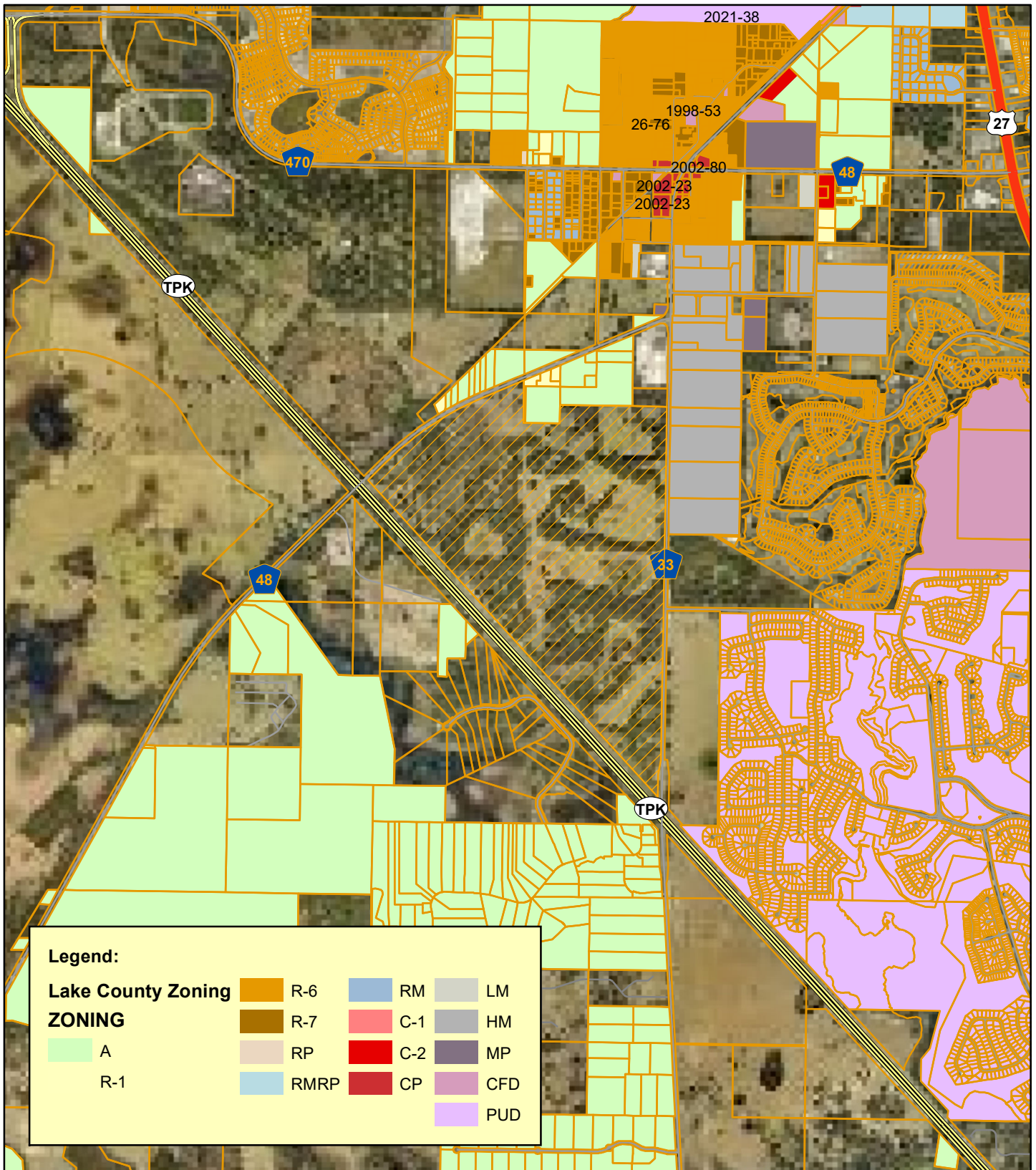


**Planning
& Zoning
Division**

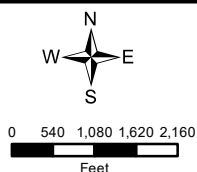


Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Lake County Zoning

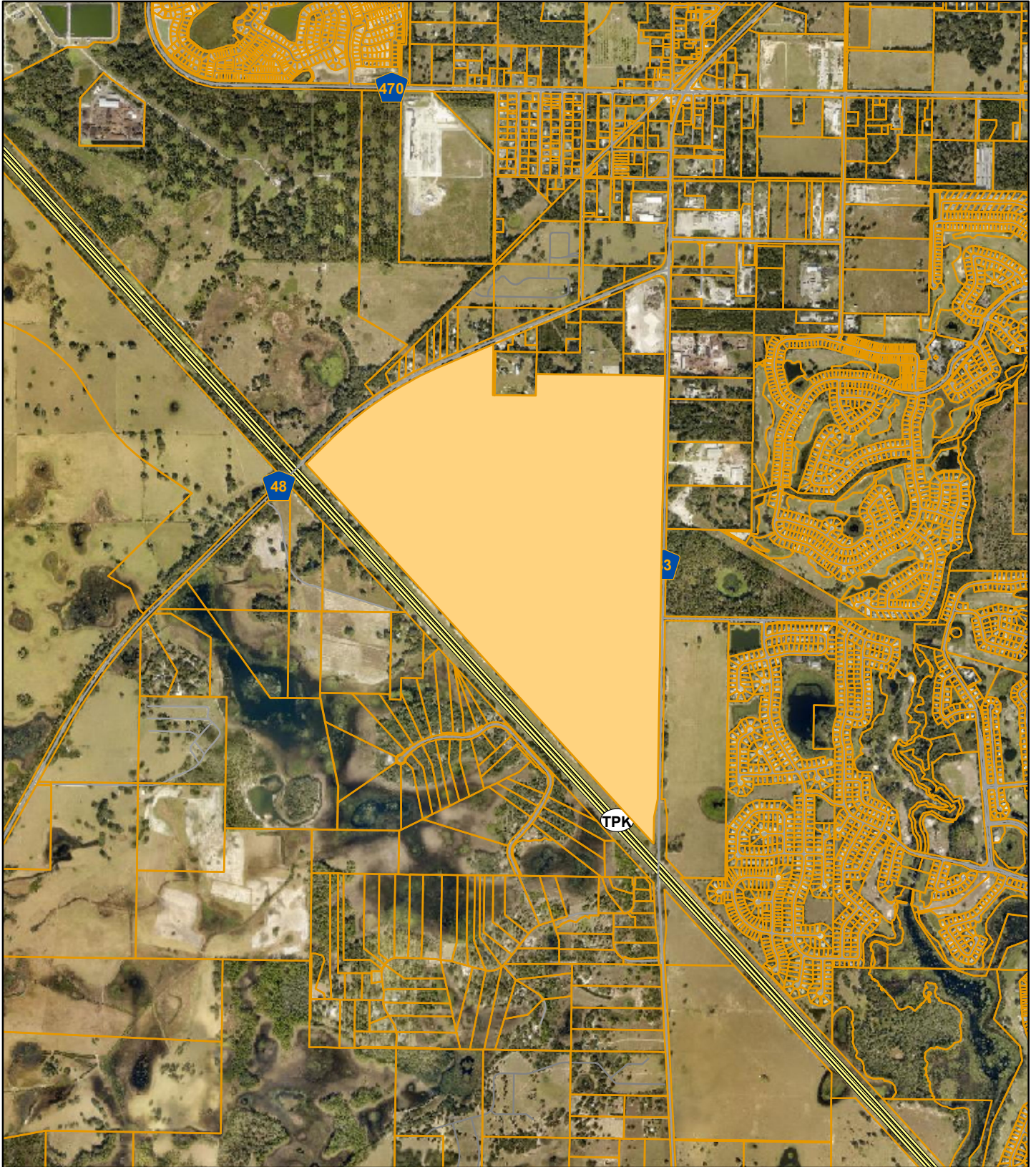


Planning & Zoning Division

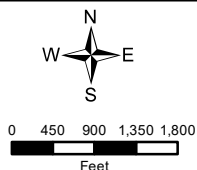


Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Proposed Zoning

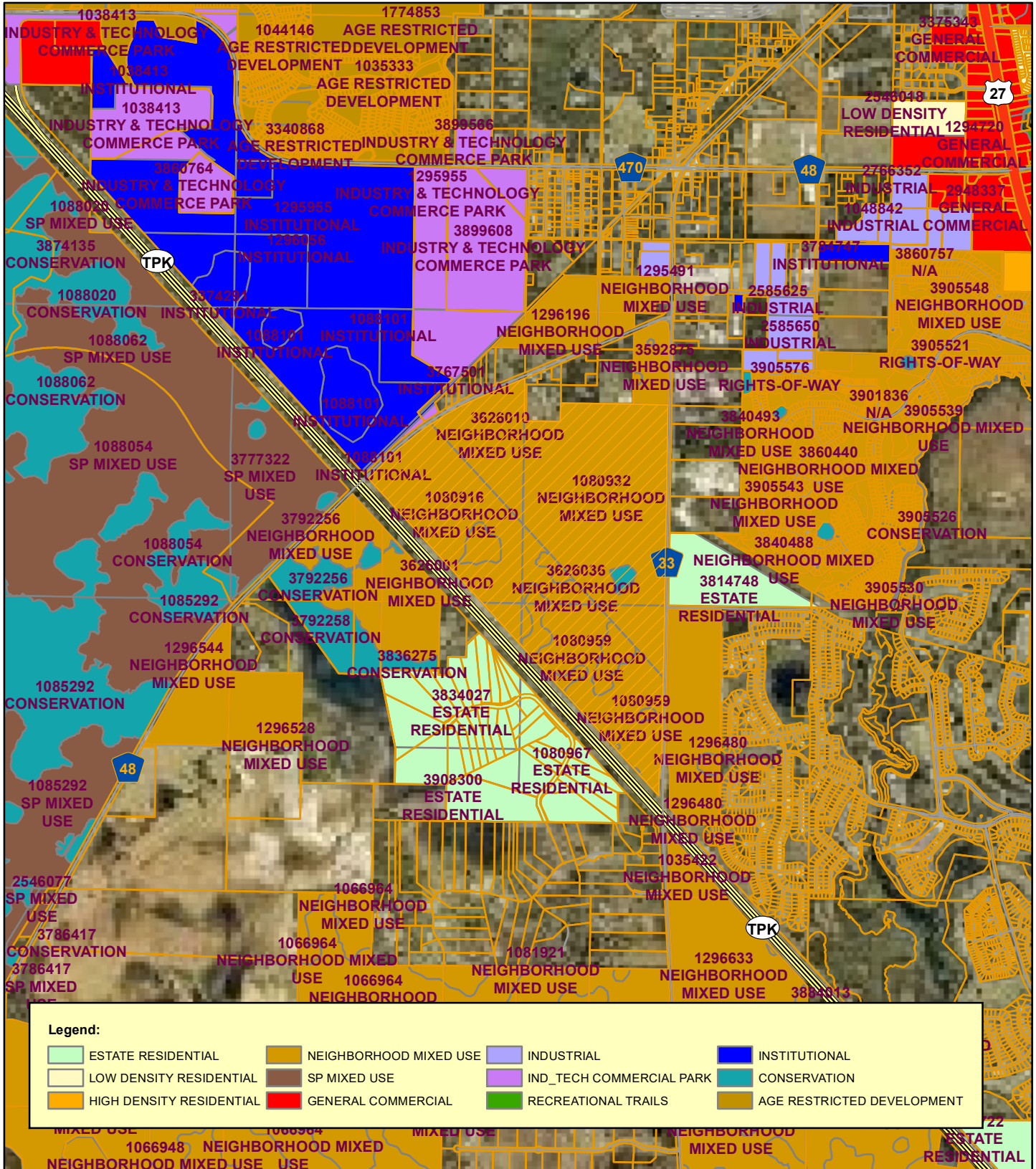


**Planning
& Zoning
Division**



Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Future Land Use



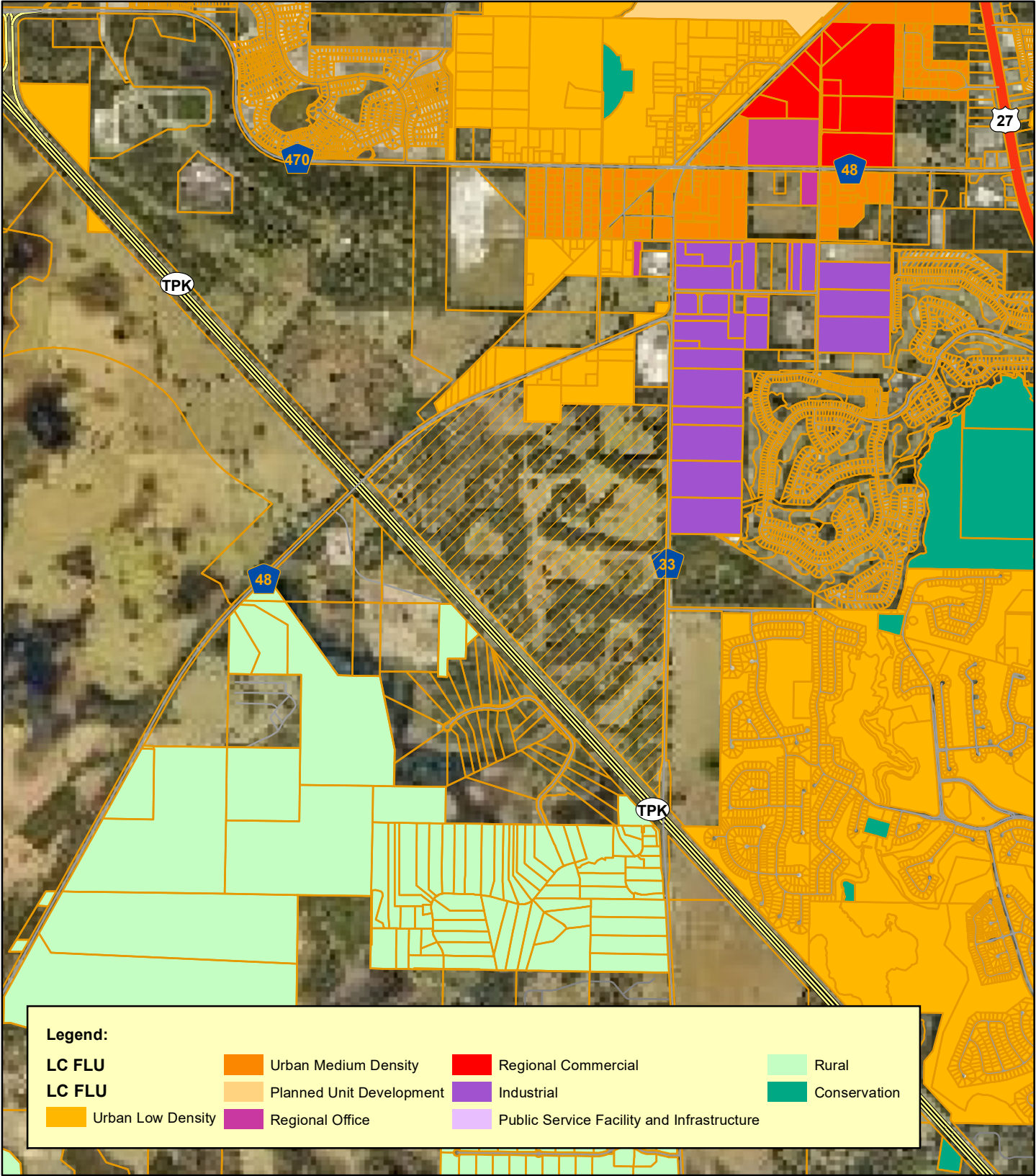
**Planning
& Zoning
Division**



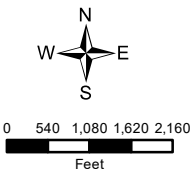
0 540 1,080 1,620 2,160
Feet

Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Lake County Future Land Use



**Planning
& Zoning
Division**

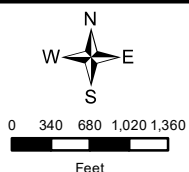


Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Surrounding Land Use

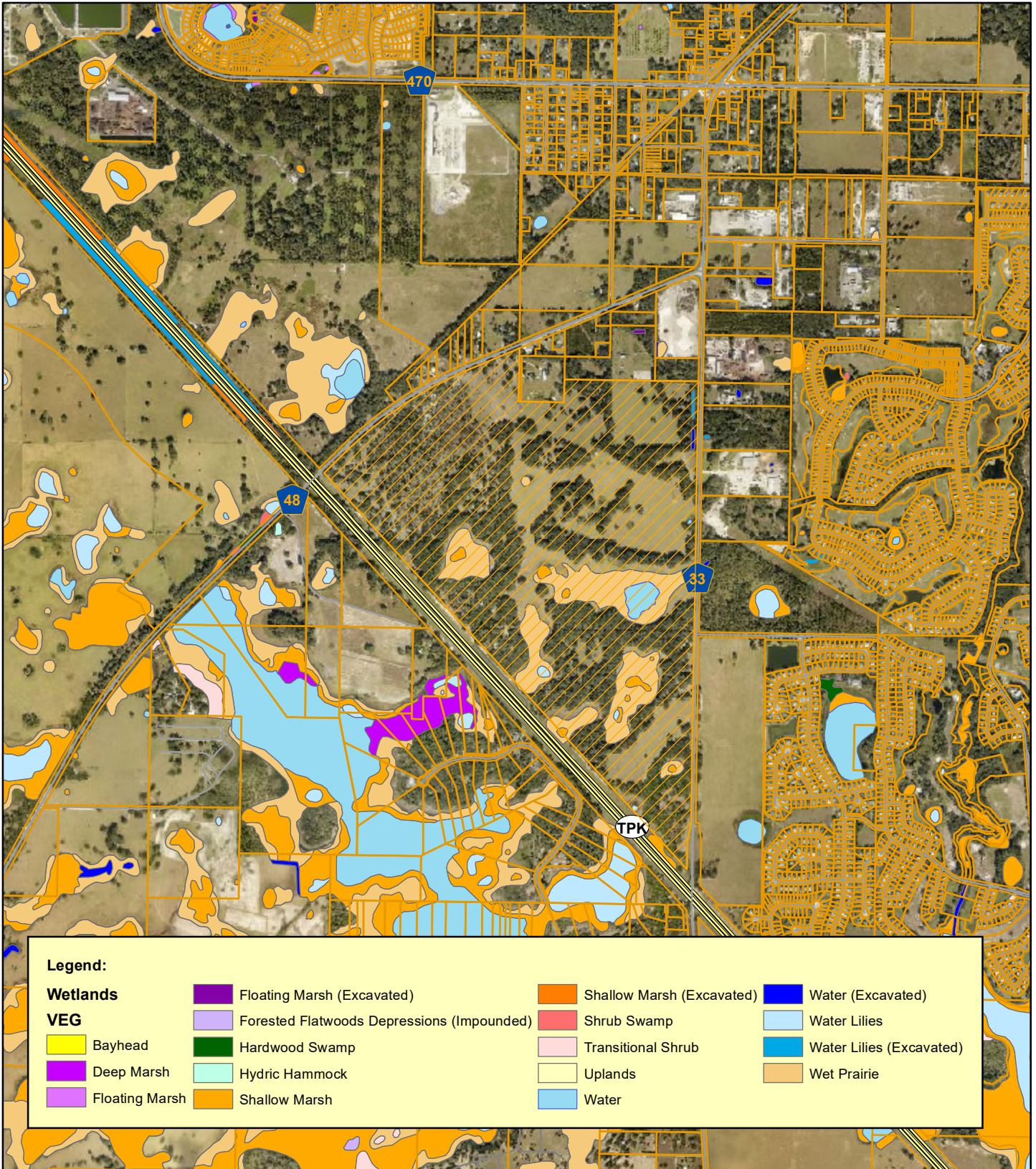


**Planning
& Zoning
Division**

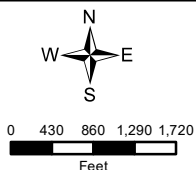


Denham Village
PUD-24-30
AK# 1080916
Section 21, Township 20, Range 24 East
February 8, 2024

Wetlands and Flood Zone

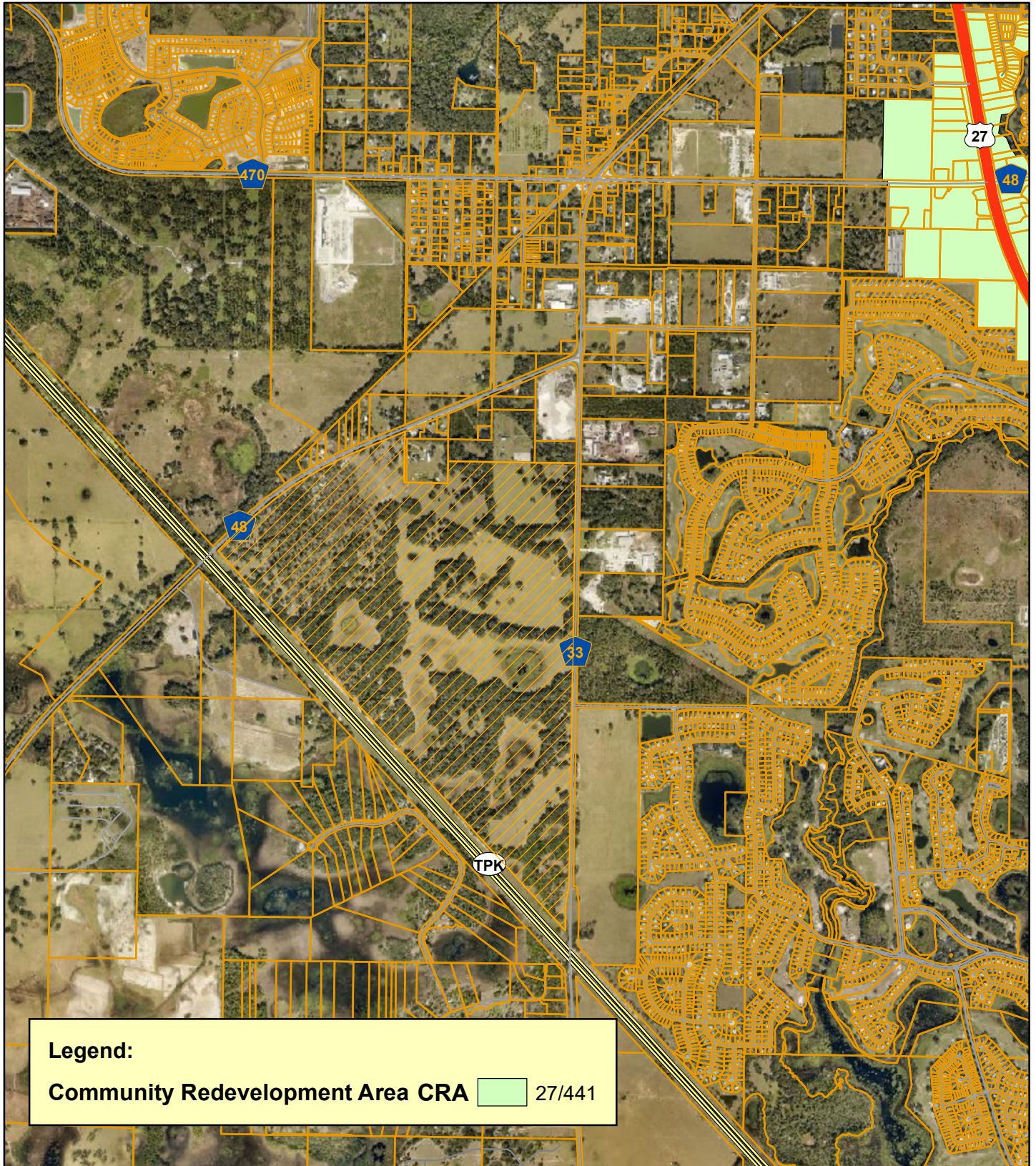


**Planning
& Zoning
Division**

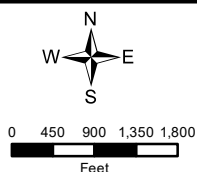


Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Community Redevelopment Area

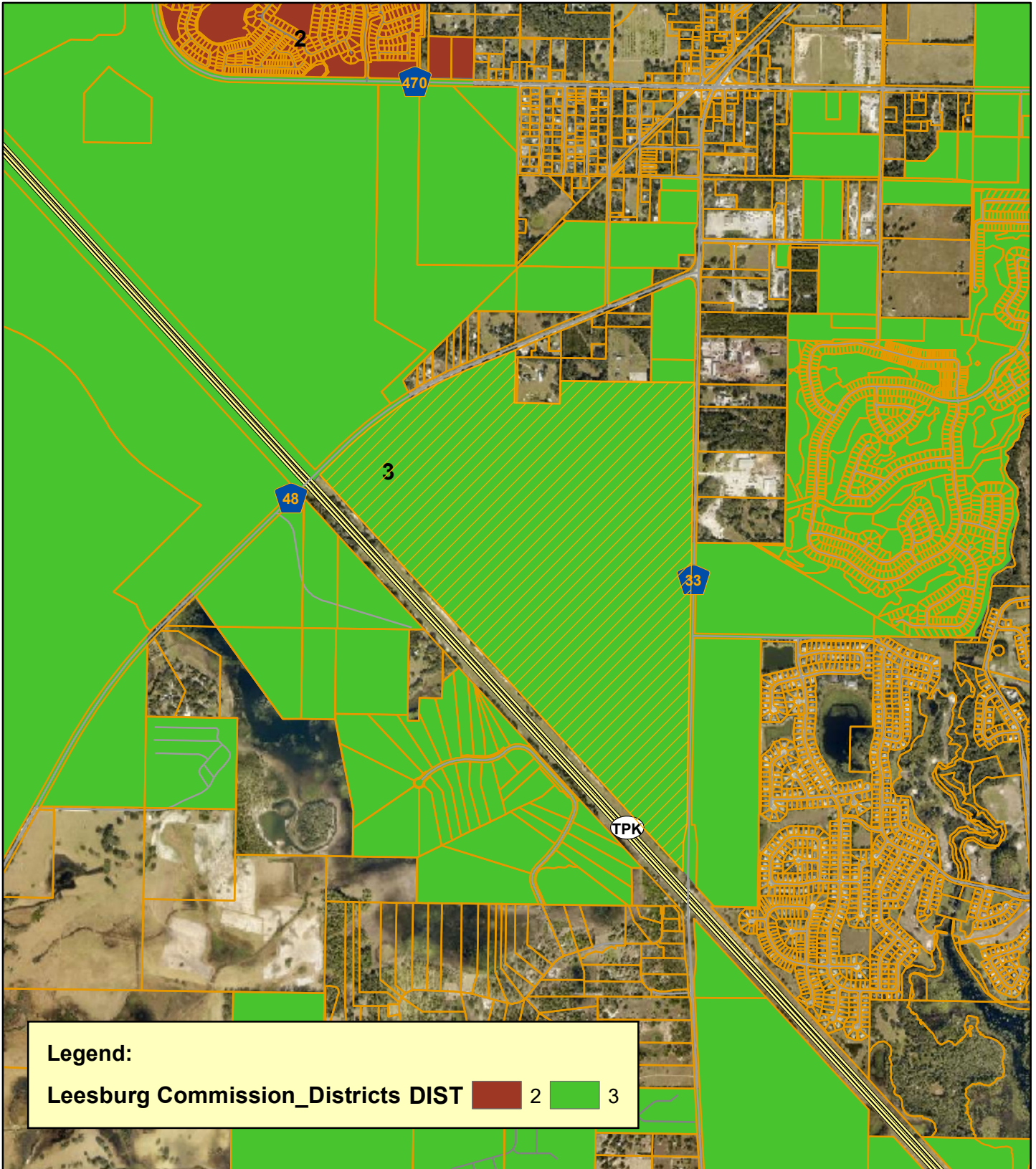


**Planning
& Zoning
Division**

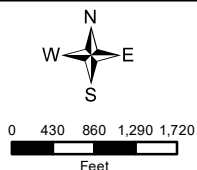


Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

Commission District



**Planning
& Zoning
Division**



Denham Village
AK# 1080916
Section 21, Township 20, Range 24 East
February 2, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: May 28, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinances 24-04, 24-05, and 24-06, Village Palms Annexation, Large Scale Comprehensive Plan, and PUD Rezoning; pertaining to the legal description; for a property consisting of approximately 316 acres; and being generally located south of State Road 44 and west of Whitney Road, as legally described in Section 19, Township 19 South, Range 24 East and Section 30, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Village Palms Scrivener's E.)

Staff Recommendation:

Staff recommends approval of the request to correct a scrivener's error on the legal description of Village Palms, Ordinances 24-04, 24-05, and 24-06, Village Palms Annexation, Large Scale Comprehensive Plan, and PUD Rezoning.

Analysis:

Upon review of the legal description forwarded to local regulatory agencies, it was reported to Staff that the legal description in Ordinances 24-04, 24-05, and 24-06 inadvertently included adjacent properties outside of Lake County. The maps and acreage presented before Commission reflected the correct parcels and did not include the additional acreage. Staff finds this correction request to be necessary for accuracy of the previously approved Ordinances. The proposed scrivener's error request does not affect the previously approved PUD Conditions, nor Florida Department of Commerce's Large Scale Comprehensive Plan Amendment Adoption determination.

Procurement Analysis:

N/A

Options:

1. Approve the request to correct the scrivener's error; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact anticipated from this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CORRECTING A SCRIVENER'S ERROR ON ORDINANCES 24-04, 24-05, AND 24-06, VILLAGE PALMS ANNEXATION, LARGE SCALE COMPREHENSIVE PLAN, AND PUD REZONING; PERTAINING TO THE LEGAL DESCRIPTION; FOR A PROPERTY CONSISTING OF APPROXIMATELY 316 ACRES; AND BEING GENERALLY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF WHITNEY ROAD, AS LEGALLY DESCRIBED IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST AND SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VILLAGE PALMS SCRIVENER'S E.)

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

Section 1.

Based upon the staff request to correct a scrivener's error, of the property hereinafter described, for the property known as Village Palms, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, under Ordinances 24-04, 24-05, and 24-06, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, the language within said ordinances is hereby amended to correct an error in the legal description, to-wit:

See attached Exhibit A.

Section 2.

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

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

Mayor

ATTEST:

City Clerk

EXHIBIT A**Village Palms Corrected Legal Description****PARCEL 1:**

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SE CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19 RUN NORTH 89°42'10" WEST 437.15 FEET; THENCE NORTH 01°19'10" WEST 1178.11 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 01°19'10" EAST 1178.11 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19; THENCE WEST ALONG THE SAID SOUTH LINE TO THE SW CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19: THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19 A DISTANCE OF 1189.48 FEET: THENCE SOUTH 81°22'30" EAST 409.31 FEET; THENCE SOUTH 76.43 FEET; THENCE SOUTH 81°22'30" EAST 146.0 FEET; THENCE NORTH 23°49'40" EAST 250.0 FEET TO INTERSECT THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 44; THENCE RUN SOUTH 67°40'50" EAST ALONG THE SOUTHERLY LINE OF THE SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 1337 PAGE 938. PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4" ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 89° 41 '01" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1 / 4 OF THE SOUTHEAST 1 / 4 OF SAID SECTION 19. A DISTANCE OF 895.24 FEET: THENCE NORTH 01°18'01" WEST 1177.98 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44. SAID POINT BEING 50 FEET FROM MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SURVEY OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553; THENCE

NORTH 67'40'30" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 228.26 FEET; THENCE SOUTH 23'50'00" WEST 82.03 FEET; THENCE SOUTH 67'40'30" EAST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE 266.28 FEET; THENCE NORTH 01'18'01" WEST 89.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN N. 0'29'00" E. ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 1297.35 FEET; THENCE S. 81'22'30" E. 408.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 81'22'30" E. 107.81 FEET; THENCE N. 95.50 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY NO. 44; THENCE S. 67'40'50" E. ALONG SAID RIGHT OF WAY OF HIGHWAY NO. 44 A DISTANCE OF 150.0 FEET; THENCE SOUTH 23'49'40" W. 250.0 FEET; THENCE N. 81'22'30" W. 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN FINAL JUDGMENT RECORDED IN O.R. BOOK 1480 PAGE 664, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST. LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4" ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00'21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,297.35 FEET; THENCE SOUTH 81'29'36" EAST 516.20 FEET; THENCE NORTH 00'67'06" WEST 95.46 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT ALSO BEING 50 FEET FROM, MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SURVEY OF SAID STATE ROAD 44 PROJECT SECTION 11010-2553; THENCE SOUTH 67'40'30" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 150.00 FEET; THENCE SOUTH 23'50'00" WEST 82.03 FEET;

THENCE NORTH 67°40'30" WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE 113.97 FEET; THENCE NORTH 00°07'06" WEST 88.72 FEET TO THE POINT OF BEGINNING.

PARCEL 3·

COMMENCING AT THE S.W. CORNER OF THE S.E. 1/4 OF SECTION 19, TOWNSHIP 19S, RANGE 24E. IN LAKE COUNTY, FLORIDA, AND RUN N 00°29'00" E ALONG THE WEST LINE OF THE SAID S.E. 1 / 4 A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID P.O.B. CONTINUE N 00°29'00" E, ALONG THE SAID EAST LINE 107.87 FEET; THENCE S 81°22'30" E, 408.39 FEET; THENCE SOUTH 108.00 FEET; THENCE N 81°22'30" W, 409.31 FEET TO THE P.O.B.

PARCEL 4·

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 00°29'00" EAST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND POINT OF BEGINNING FOR THIS DESCRIPTION: FROM SAID P.O.B., RUN SOUTH 81°22'30" EAST 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT, THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, THENCE NORTH 67°40'50" WEST ALONG SAID ROAD RIGHT-OF-WAY A DISTANCE OF 34.5 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, THENCE RUN WEST ALONG SAID NORTH BOUNDARY OF SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 478.1 FEET TO THE NW CORNER OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4, THENCE RUN SOUTH 0°29'00" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 34 FEET TO P.O.B. LESS: THE WEST 200 FEET THEREOF.

AND

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF-WAY FOR STATE ROAD NO. 44, LESS THE WEST 200 FEET THEREOF.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN O.R. BOOK 1345 PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH A 1989 ALLE MOBILE HOME ID# CLFL91394.

PARCEL 5·

FROM THE S.E. CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN N. 89°41'01" WEST 989.63 FEET, NORTH 03°59'50" WEST 661.49 FEET FOR POINT OF BEGINNING, CONTINUE NORTH 03°59'50" WEST 125.05 FEET, NORTH 67°40'30" WEST 304.28 FEET TO THE WEST LINE OF THE S.E. 1/4 OF THE S.E. 1/4, SOUTH

00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTH LINE OF THE S.E. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, NORTH 87°45' EAST 278 FEET, NORTH TO POINT OF BEGINNING.

PARCEL 6·

BEGIN AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 621. 7 FEET, THENCE NORTH 87° 45' EAST 278 FEET, THENCE SOUTH 02° 45' EAST 624.4 FEET, THENCE WEST 327.4 FEET TO THE POINT OF BEGINNING.

PARCEL 7·

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE N. 00°04'30" E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF

SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE S. 89°51'51" E. ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 782.50 FEET; THENCE S. 00°04'30" W. 714.85 FEET; THENCE S. 89°57'29" W., 272.50 FEET; THENCE S. 00°04'30" W. 610.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE S. 89°57'29" W. ALONG SAID SOUTH LINE 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 50 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST AND A STRIP OF LAND 66 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS: BEGIN AT THE SE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN WEST TO THE SW CORNER OF SAID SW 1 / 4 OF NE 1 / 4.

PARCEL 8·

THE SOUTHWEST 1 / 4 OF THE NORTHWEST 1 / 4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:

THAT PART OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY. FLORIDA. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND RUNS S.00°18'39" W. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 703.06 FEET TO A POINT ON THE NEW SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY NO. 44 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING ON A CURVE CONCAVE SOUTHWESTIERLY AND HAVING A RADIUS OF 11,359.16 FEET AND A RADIAL BEARING OF N.06°55'48"E., THENCE SOUTHEASTIERLY ALONG THE ARC OF SAID CURVE AND SAID

SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 THROUGH A CENTRAL ANGLE OF 01°07'24" AN ARC LENGTH OF 222.72 FEET TO THE END OF SAID CURVE; THENCE S.71°56'47"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 246.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 11,559.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 THROUGH A CENTRAL ANGLE OF 02°07'30" AN ARC LENGTH OF 428.72 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S.00°38'37"W., 381.34 FEET; THENCE S.74°47'31"E., 270.13 FEET; THENCE S.00°78'20"W., 1,452.27 FEET TO A POINT ON THE SOUTH LINE OF THE S.W. 1/4 OF THE AFOREMENTIONED SECTION 19; THENCE N.89°46'46"W., ALONG THE SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 1,114.99 FEET TO THE SOUTHWEST CORNER OF THE S.W. 1/4 OF SAID SECTION 19; THENCE N.00°18'39"E. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 2,177.19 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

THAT PART OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTIERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN S.00°18'39"W. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 2880.25 FEET TO THE SOUTHWEST CORNER OF THE S.W. 1/4 OF SAID SECTION 19; THENCE S. 89°46'46"E. ALONG THE SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 1,114.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.00°18'20"E., 1452.27 FEET; THENCE N.74°47'31 270.13 FEET; THENCE N.00°38'37"E., 478.39 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED HIGHWAY NO. 44, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5779.65 FEET AND HAVING A RADIAL BEARING OF S.17°40'37"W., THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTIERLY RIGHT-OF-WAY LINE

THROUGH A CENTRAL ANGLE OF 03'0424" AN ARC LENGTH OF 310.03 FEET TO THE
END OF SAID CURVE; THENCE
S.75'23'47"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 248.21 FEET;
THENCE LEAVING SAID SOUTHWESTERLY
RIGHT-OF-WAY LINE RUN S.00'05'30"E., 1130.74 FEET; THENCE S.28'37'48"W., 102.95
FEET; THENCE S.03'25'41 633.82 FEET TO A POINT ON THE SOUTH LINE OF THE S.W.
1/4 OF THE AFOREMENTIONED SECTION 19; THENCE N.89'46'46"W., ALONG THE
SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 280.8 FEET TO THE POINT OF
BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD NO. 44 AS SET FORTH IN
FINAL JUDGMENT PER O.R. BOOK 1487, PAGE 774, PUBLIC RECORDS OF LAKE
COUNTY, FLORIDA.

~ End of Legal Description ~

EXHIBIT A**Village Palms Corrected Legal Description****PARCEL 1:**

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SE CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19 RUN NORTH 89°42'10" WEST 437.15 FEET; THENCE NORTH 01°19'10" WEST 1178.11 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 01°19'10" EAST 1178.11 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19; THENCE WEST ALONG THE SAID SOUTH LINE TO THE SW CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19: THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19 A DISTANCE OF 1189.48 FEET: THENCE SOUTH 81°22'30" EAST 409.31 FEET; THENCE SOUTH 76.43 FEET; THENCE SOUTH 81°22'30" EAST 146.0 FEET; THENCE NORTH 23°49'40" EAST 250.0 FEET TO INTERSECT THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 44; THENCE RUN SOUTH 67°40'50" EAST ALONG THE SOUTHERLY LINE OF THE SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 1337 PAGE 938. PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4" ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 89° 41 '01" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1 / 4 OF THE SOUTHEAST 1 / 4 OF SAID SECTION 19. A DISTANCE OF 895.24 FEET: THENCE NORTH 01°18'01" WEST 1177.98 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44. SAID POINT BEING 50 FEET FROM MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SURVEY OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553; THENCE

NORTH 67'40'30" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 228.26 FEET; THENCE SOUTH 23'50'00" WEST 82.03 FEET; THENCE SOUTH 67'40'30" EAST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE 266.28 FEET; THENCE NORTH 01'18'01" WEST 89.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN N. 0'29'00" E. ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 1297.35 FEET; THENCE S. 81'22'30" E. 408.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 81'22'30" E. 107.81 FEET; THENCE N. 95.50 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY NO. 44; THENCE S. 67'40'50" E. ALONG SAID RIGHT OF WAY OF HIGHWAY NO. 44 A DISTANCE OF 150.0 FEET; THENCE SOUTH 23'49'40" W. 250.0 FEET; THENCE N. 81'22'30" W. 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN FINAL JUDGMENT RECORDED IN O.R. BOOK 1480 PAGE 664, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST. LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4" ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00'21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,297.35 FEET; THENCE SOUTH 81'29'36" EAST 516.20 FEET; THENCE NORTH 00'67'06" WEST 95.46 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT ALSO BEING 50 FEET FROM, MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SURVEY OF SAID STATE ROAD 44 PROJECT SECTION 11010-2553; THENCE SOUTH 67'40'30" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 150.00 FEET; THENCE SOUTH 23'50'00" WEST 82.03 FEET;

THENCE NORTH 67°40'30" WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE 113.97 FEET; THENCE NORTH 00°07'06" WEST 88.72 FEET TO THE POINT OF BEGINNING.

PARCEL 3·

COMMENCING AT THE S.W. CORNER OF THE S.E. 1/4 OF SECTION 19, TOWNSHIP 19S, RANGE 24E. IN LAKE COUNTY, FLORIDA, AND RUN N 00°29'00" E ALONG THE WEST LINE OF THE SAID S.E. 1 / 4 A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID P.O.B. CONTINUE N 00°29'00" E, ALONG THE SAID EAST LINE 107.87 FEET; THENCE S 81°22'30" E, 408.39 FEET; THENCE SOUTH 108.00 FEET; THENCE N 81°22'30" W, 409.31 FEET TO THE P.O.B.

PARCEL 4·

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 00°29'00" EAST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND POINT OF BEGINNING FOR THIS DESCRIPTION: FROM SAID P.O.B., RUN SOUTH 81°22'30" EAST 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT, THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, THENCE NORTH 67°40'50" WEST ALONG SAID ROAD RIGHT-OF-WAY A DISTANCE OF 34.5 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, THENCE RUN WEST ALONG SAID NORTH BOUNDARY OF SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 478.1 FEET TO THE NW CORNER OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4, THENCE RUN SOUTH 0°29'00" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 34 FEET TO P.O.B. LESS: THE WEST 200 FEET THEREOF.

AND

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF-WAY FOR STATE ROAD NO. 44, LESS THE WEST 200 FEET THEREOF.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN O.R. BOOK 1345 PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH A 1989 ALLE MOBILE HOME ID# CLFL91394.

PARCEL 5·

FROM THE S.E. CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN N. 89°41'01" WEST 989.63 FEET, NORTH 03°59'50" WEST 661.49 FEET FOR POINT OF BEGINNING, CONTINUE NORTH 03°59'50" WEST 125.05 FEET, NORTH 67°40'30" WEST 304.28 FEET TO THE WEST LINE OF THE S.E. 1/4 OF THE S.E. 1/4, SOUTH

00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTH LINE OF THE S.E. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, NORTH 87°45' EAST 278 FEET, NORTH TO POINT OF BEGINNING.

PARCEL 6·

BEGIN AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 621. 7 FEET, THENCE NORTH 87° 45' EAST 278 FEET, THENCE SOUTH 02° 45' EAST 624.4 FEET, THENCE WEST 327.4 FEET TO THE POINT OF BEGINNING.

PARCEL 7·

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE N. 00°04'30" E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF

SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE S. 89°51'51" E. ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 782.50 FEET; THENCE S. 00°04'30" W. 714.85 FEET; THENCE S. 89°57'29" W., 272.50 FEET; THENCE S. 00°04'30" W. 610.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE S. 89°57'29" W. ALONG SAID SOUTH LINE 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 50 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST AND A STRIP OF LAND 66 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS: BEGIN AT THE SE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN WEST TO THE SW CORNER OF SAID SW 1 / 4 OF NE 1 / 4.

PARCEL 8·

THE SOUTHWEST 1 / 4 OF THE NORTHWEST 1 / 4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:

THAT PART OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY. FLORIDA. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND RUNS S.00°18'39" W. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 703.06 FEET TO A POINT ON THE NEW SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY NO. 44 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING ON A CURVE CONCAVE SOUTHWESTIERLY AND HAVING A RADIUS OF 11,359.16 FEET AND A RADIAL BEARING OF N.06°55'48"E., THENCE SOUTHEASTIERLY ALONG THE ARC OF SAID CURVE AND SAID

SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 THROUGH A CENTRAL ANGLE OF 01°07'24" AN ARC LENGTH OF 222.72 FEET TO THE END OF SAID CURVE; THENCE S.71°56'47"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 246.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 11,559.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 THROUGH A CENTRAL ANGLE OF 02°07'30" AN ARC LENGTH OF 428.72 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S.00°38'37"W., 381.34 FEET; THENCE S.74°47'31"E., 270.13 FEET; THENCE S.00°78'20"W., 1,452.27 FEET TO A POINT ON THE SOUTH LINE OF THE S.W. 1/4 OF THE AFOREMENTIONED SECTION 19; THENCE N.89°46'46"W., ALONG THE SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 1,114.99 FEET TO THE SOUTHWEST CORNER OF THE S.W. 1/4 OF SAID SECTION 19; THENCE N.00°18'39"E. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 2,177.19 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

THAT PART OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTIERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN S.00°18'39"W. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 2880.25 FEET TO THE SOUTHWEST CORNER OF THE S.W. 1/4 OF SAID SECTION 19; THENCE S. 89°46'46"E. ALONG THE SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 1,114.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.00°18'20"E., 1452.27 FEET; THENCE N.74°47'31 270.13 FEET; THENCE N.00°38'37"E., 478.39 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED HIGHWAY NO. 44, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5779.65 FEET AND HAVING A RADIAL BEARING OF S.17°40'37"W., THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTIERLY RIGHT-OF-WAY LINE

THROUGH A CENTRAL ANGLE OF 03'0424" AN ARC LENGTH OF 310.03 FEET TO THE
END OF SAID CURVE; THENCE
S.75'23'47"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 248.21 FEET;
THENCE LEAVING SAID SOUTHWESTERLY
RIGHT-OF-WAY LINE RUN S.00'05'30"E., 1130.74 FEET; THENCE S.28'37'48"W., 102.95
FEET; THENCE S.03'25'41 633.82 FEET TO A POINT ON THE SOUTH LINE OF THE S.W.
1/4 OF THE AFOREMENTIONED SECTION 19; THENCE N.89'46'46"W., ALONG THE
SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 280.8 FEET TO THE POINT OF
BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD NO. 44 AS SET FORTH IN
FINAL JUDGMENT PER O.R. BOOK 1487, PAGE 774, PUBLIC RECORDS OF LAKE
COUNTY, FLORIDA.

~ End of Legal Description ~

EXHIBIT B

Village Palms Original Legal Description with Strikethrough

PARCEL NO. 1: (PARCEL ID NO. 3019240001-000-00100)

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2: (PARCEL ID NO. 3019240002-000-00700)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 3: (PARCEL ID NO. 3019240001-000-00601)

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 00°04'30" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°51'51" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 782.50 FEET; THENCE SOUTH 00°04'30" WEST, 714.85 FEET; THENCE SOUTH 89°57'29" WEST, 272.50 FEET; THENCE SOUTH 00°04'30" WEST, 610.00 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°57'29" WEST, ALONG SAID SOUTH LINE, 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH SO FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AND A STRIP OF LAND 66 FEET WIDE, THE CENTER OF WHICH IS DESCRIBED AS: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN WEST TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30.

PARCEL NO. 4: (PARCEL ID NO. 1919240004-000-01302)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD NO. 44, BEING DESCRIBED AS FOLLOWS:

BEGIN 437.15 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 01°19'10" WEST, 1088.61 FEET; THENCE RUN NORTH 67°40'30" WEST, 266.28 FEET TO A POINT TO BE KNOWN AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 1189.48 FEET; THENCE RUN SOUTH 81°22'30" EAST, 409.31 FEET; THENCE RUN SOUTH 76.43 FEET; THENCE RUN SOUTH 81 °22'30" EAST, 146.00 FEET; THENCE RUN NORTH 23°49'40" EAST, 167.97 FEET TO SAID POINT "A".

PARCEL NO. 5: (PARCEL ID NO. 1919240004-000-02200)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 621.70 FEET; THENCE RUN NORTH 87°45'00" EAST, 278.0 FEET; THENCE RUN SOUTH 02°45'00" EAST, 624.4 FEET; THENCE RUN WEST 327.40 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6: (PARCEL ID NO. 1919240004-000-05500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°29'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°29'00" EAST, ALONG SAID WEST LINE, 107.87 FEET; THENCE SOUTH 81°22'30" EAST, 408.39 FEET; THENCE RUN SOUTH 108.00 FEET; THENCE RUN NORTH 81°22'30" WEST, 409.31 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 7: (PARCEL ID NO. 1919240004-000-01400)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WEST 200.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81°22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 200.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100.0 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553, SAID POINT BEING THE INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°08'44"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 212.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69°45'49" EAST, 212.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" WEST, PARALLEL WITH SAID WEST BOUNDARY LINE, 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,597.58 FEET AND A CENTRAL ANGLE OF 02°10'52"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, 213.09 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST, 213.07 FEET TO A POINT ON SAID WEST BOUNDARY

LINE; THENCE NORTH 00°21'54" EAST, ALONG SAID WEST BOUNDARY LINE, 86.69 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: (PARCEL ID NO. 1919240004-000-01500)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLO WS:

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE RUN SOUTH 81 °22'30" EAST, 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF- WAY OF STATE ROAD NO. 44; THENCE NORTH 67°40'50" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 34.5 FEET TO A 4 INCH CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID

ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST, ALONG THE NORTH BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 478.1 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°29'00" WEST, ALONG THE WEST BOUNDARY OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING. LESS THE WEST 200.0 FEET THEREOF.
AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100.0-FOOT-WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, LESS THE WEST 200.0 FEET THEREOF.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1345, PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 9: (PARCEL ID NO. 1919240004-000-04300)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°29'00" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1297.35 FEET; THENCE RUN SOUTH 81°22'30" EAST, 408.39 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 81 °22'30" EAST, 107.81 FEET; THENCE NORTH A DISTANCE OF 95.50 FEET TO THE SOUTHERLY BOUNDARY OF A 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44; THENCE SOUTH 67°40'50" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 23°49'40" WEST, 250.0 FEET; THENCE NORTH 81°22'30" WEST, 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 10: (PARCEL ID NO. 1919240001-000-02100)

THAT PART OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°41'01" WEST, 989.63 FEET; THENCE RUN NORTH 03°59'50" WEST, 661.49 FEET TO THE POINT OF BEGINNING; CONTINUE NORTH 03°59'50" WEST, 125.05 FEET; THENCE NORTH 67°40'30" WEST, 304.28 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE

SOUTH 00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTHWEST CORNER OF THE

SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE RUN NORTH 87°45'00" EAST,
278.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 12 FOOT EASEMENT AS GRANTED IN THAT FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

~~PARCEL NO. 11: (PARCEL ID NO. G25-001)~~

~~THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:~~

~~THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 367.5 FEET THEREOF.~~

~~PARCEL NO. 12: (PARCEL ID NO. G25-002)~~

~~THAT PART OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:~~

~~THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.~~

~~THE ABOVE PARCEL CONTAINING 322.17 ACRES, MORE OR LESS.~~

Legal Description Alternate Key 3786048

That part of the S.W ¼ of Section 19, Township 19 South, Range 24 East, In Lake County, Florida, bounded and described as follows: Commence at the West¼ corner of Section 19, Township 19 South, Range 24 East, and Run S00°18'39"W along the West line of the S.W ¼ a distance of

703.06 feet to a point on the New Southerly right-of-way line of Highway No 44 as exists this date of June 24, 1999, and the point of beginning of this description, said point of beginning being on a curve concave southwesterly and having a radius of 11,359.16 feet and a radial bearing of N06°55' 48" E, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 01°07'24" an arc length of 222.72 feet to the end of said curve, Thence S71°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

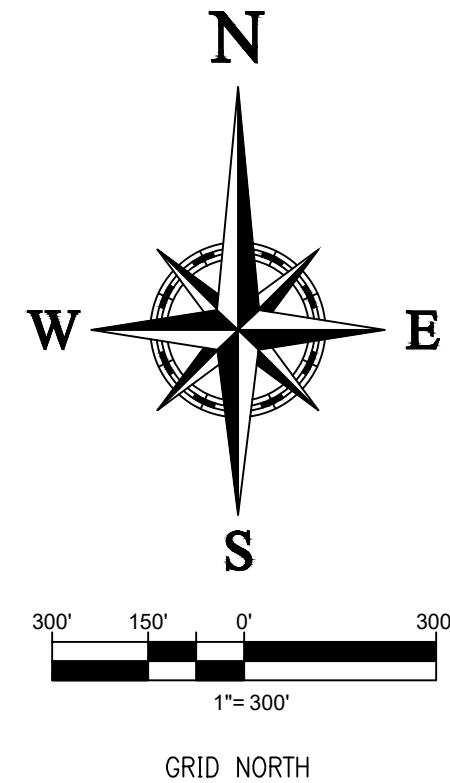
That part of the SW¼ of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, lying southwesterly of the southerly right-of-way line of Highway No. 44 bounded and described as follows: From the West¼ corner of Section 19, Township 19 South, Range 24 East, run S00°18'39"W. along the West line of the SW¼ a distance of 2880.25 feet to the Southwest corner of the SW¼ of said Section 19; Thence S89°46' 46"E. along the South line of the SW¼ a distance of 1114.99 feet to the point of beginning of this description; From said point of beginning, run N00°18'20"E, 1452.27 feet; Thence N74°47'37"W., 270.13 feet; Thence N00°38'37"E., 478.39 feet to a point on the southwesterly right-of-way of the aforementioned Highway No. 44, said point being on a curve concave northeasterly and having a radius of 5779.65 feet and having a radial bearing of S17°40'37"W.; Thence southeasterly along the arc of said curve and said southwesterly right-of-way line through a central angle of 03°04'24" an arc length of 310.03 feet to the end of said curve; Thence S75°23'47"E along said southwesterly right-of-way line 248.21 feet; Thence

leaving said southwesterly right-of-way line run S00°05'30" E., 1130.74 feet; Thence S28°37'48"W., 102.95 feet; Thence 503°25'41"E., 633.82 feet to a point on the south line of the SW¼ of the aforementioned Section 19; Thence N89°46'46"W., along the south line of the SW¼ a distance of 280.8 feet to the point of beginning. Less and Except right-of-way for State Road No. 44 as set forth in Final Judgement per O.R Book 1487, Page 774, Public Records of Lake County, Florida.

THE ABOVE PARCEL CONTAINING 316 ± ACRES, MORE OR LESS.

~ End of Legal Description ~

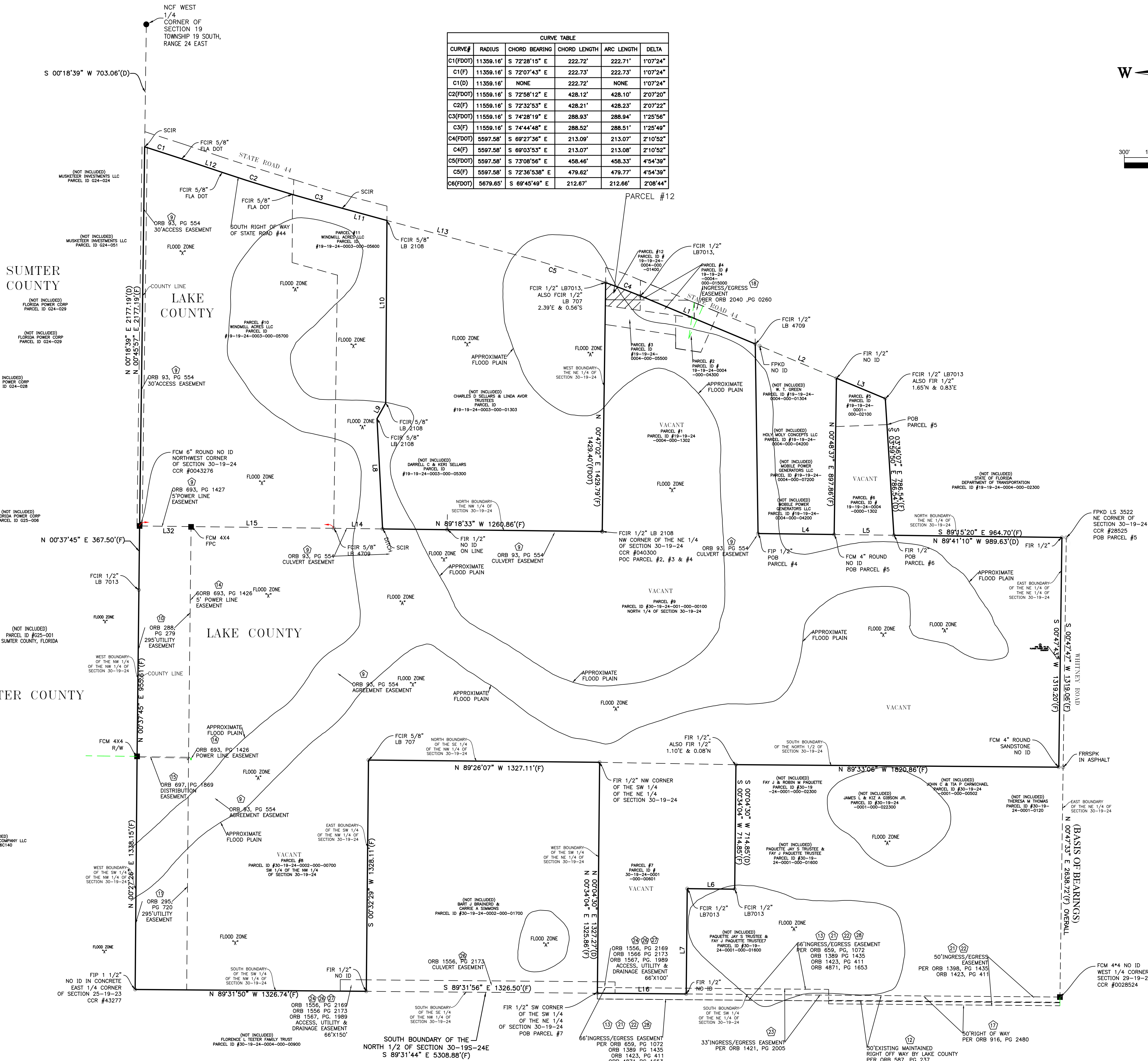
OVERALL BOUNDARY SHEET



LINE#	DIRECTION	LENGTH
L1(FDOT)	S 67°40'30" E	715.41'
L1(F)	S 67°15'33" E	715.35'
L2(FDOT)	S 67°40'30" E	478.95'
L2(F)	S 67°10'23" E	478.31'
L3(FDOT)	N 67°40'30" W	304.28'
L3(F)	N 67°19'37" W	304.28'
L4(D)	S 89°42'10" E	437.15'
L4(F)	S 89°15'44" E	436.98'
L5(D)	WEST	327.40'
L5(F)	S 89°14'48" E	342.91'
L6(D)	N 89°57'29" W	272.50'
L6(F)	N 89°25'48" W	272.50'
L7(D)	S 00°04'30" W	610.00'
L7(F)	S 00°34'15" W	604.41'
L8(D)	S 03°25'41" E	633.82'
L8(F)	S 02°58'08" E	633.70'
L9(D)	S 28°03'48" W	102.95'
L9(F)	S 28°07'33" W	102.92'
L10(D)	S 00°05'30" E	1130.74'
L10(F)	N 00°23'45" E	1047.83'
L10(FDOT)	S 00°00'18" E	1048.26'
L11(D)	N 74°45'33" W	267.70'
L11(F)	N 74°45'33" W	267.70'
L12(D)	S 71°56'47" E	246.80'
L12(F)	S 71°28'15" E	246.70'
L12(FDOT)	S 71°54'33" E	246.80'
L13(FDOT)	S 75°02'12" E	825.57'
L13(F)	S 75°27'41" E	825.55'
L14(D)	S 89°46'46" E	280.8'
L14(F)	S 89°18'32" E	280.80'
L15(D)	N 89°46'46" W	1114.99'
L15(F)	N 89°19'56" W	1114.94'

LINE#	DIRECTION	LENGTH
L16(D)	NONE	510.10'
L16(F)	N 89°32'10" W	510.04'
L17(F)	N 00°37'45" E	955.61'
L18(D)	S 81°22'30" W	409.39'
L19(D)	N 00°00'00" E	108.00'
L20(D)	S 00°00'00" E	76.43'
L21(D)	S 81°22'30" E	146.00'
L22(D)	N 23°49'40" W	250.00'
L23(D)	N 67°19'37" W	304.28'
L24(D)	N 81°22'30" W	408.39'
L25(D)	S 81°22'30" E	107.81'
L26(D)	N 67°37'01" W	229.36'
L27(D)	N 67°40'50" W	150.00'
L28(D)	N 67°40'50" W	34.50'
L28(D)	N 67°40'50" W	233.38'
L30(D)	N 00°51'48" W	89.50'
L31(D)	S 00°21'54" W	87.90'
L32(F)	S 89°06'30" W	295.37'
L33(D)	S 81°22'30" E	516.20'
L34(D)	N 00°00'00" E	95.50'
L35(D)	N 67°40'50" W	478.10'
L36(D)	S 00°29'00" W	34.00'
L37(D)	WEST	NONE
L37(F)	N 89°16'54" W	894.77'

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1(FDOT)	11359.16'	S 72°28'15" E	222.72'	222.71'	1°07'24"
C1(F)	11359.16'	S 72°07'43" E	222.73'	222.73'	1°07'24"
C1(D)	11359.16'	NONE	222.72'	NONE	1°07'24"
C2(FDOT)	11559.16'	S 72°58'12" E	428.12'	428.10'	2°07'20"
C2(F)	11559.16'	S 72°32'53" E	428.21'	428.23'	2°07'22"
C3(FDOT)	11559.16'	S 74°28'19" E	288.93'	288.94'	1°25'56"
C3(F)	11559.16'	S 74°44'48" E	288.52'	288.51'	1°25'49"
C4(FDOT)	5597.58'	S 69°27'36" E	213.09'	213.07'	2°10'52"
C4(F)	5597.58'	S 69°03'53" E	213.07'	213.08'	2°10'52"
C5(FDOT)	5597.58'	S 73°08'56" E	458.46'	458.33'	4°54'39"
C5(F)	5597.58'	S 72°36'53" E	479.62'	479.77'	4°54'39"
C6(FDOT)	5679.65'	S 69°45'49" E	212.67'	212.66'	2°08'44"



MISSING PARCEL #12

(PARCEL #12) PARCEL ID #19-19-24-004-000-01400
ADDRESS: 504 STATE ROAD 44, LEESBURG, FLORIDA 34748

PARCEL #12
THE WEST 200 FEET OF THE FOLLOWING DESCRIBED PROPERTY FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 02°50'00" EAST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 100.75 FEET TO A 1/4 INCH ROUND CONCRETE MONUMENT AND POINT OF BEGINNING FOR THIS DESCRIPTION FROM SAID P.O.B. RUN SOUTH 81°22'30" EAST 516.20 FEET TO A 1/4 INCH ROUND CONCRETE MONUMENT, THENCE NORTH A DISTANCE OF 95.50 FEET TO A 1/4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT OF WAY OF STATE ROAD NO. 44, THENCE NORTH 67°40'50" WEST ALONG SAID SOUTH BOUNDARY OF SAID ROAD NO. 44 PROJECT SECTION 11010-2053, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID ROAD RIGHT OF WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, THENCE RUN WEST ALONG SAID NORTH BOUNDARY OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 478.10 FEET TO THE NW CORNER OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4, THENCE RUN SOUTH 02°50'00" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 34 FEET TO THE P.O.B.

AND ALSO,
THE WEST 200 FEET OF THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE 100-FOOT-WIDE RIGHT OF WAY OF STATE ROAD NO. 44,
LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 1332, PAGE 102, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 02°15'41" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,048.26 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT BEING 50 FEET FROM MEASURED PROXIMATELY TO THE CENTERLINE OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2053, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CHORD SOUTHERLY, HAVING A RADIUS OF 6,679.65 FEET AND A CENTRAL ANGLE OF 0°00'00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 213.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE SOUTH 02°15'41" W, PARALLEL WITH SAID WEST LINE 87.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CHORD SOUTHERLY, HAVING A RADIUS OF 6,679.65 FEET AND A CENTRAL ANGLE OF 0°00'00", THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 213.07 FEET, SAID ARC SUSTAINED BY A CHORD WHICH BEARS NORTH 69°27'36" WEST 213.07 FEET TO A POINT ON SAID WEST LINE, THENCE NORTH 02°15'41" EAST ALONG SAID WEST LINE 88.09 FEET TO THE POINT OF BEGINNING

(NOT INCLUDED)
THE VILLAGES LAND COMPANY LLC
PARCEL ID 030C140

PARCEL NUMBERS & PARCEL ID #'s :

(PARCEL #1) PARCEL ID #19-19-24-004-000-01302
ADDRESS: 000 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #2) PARCEL ID #19-19-24-004-000-04300
ADDRESS: 552 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #3) PARCEL ID #19-19-24-004-000-05500
ADDRESS: 000 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #4) PARCEL ID #19-19-24-004-000-01500
ADDRESS: 000 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #5) PARCEL ID #19-19-24-001-000-02100
ADDRESS: 000 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #6) PARCEL ID #19-19-24-004-000-02200
ADDRESS: 724 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #7) PARCEL ID #30-19-24-001-000-00601
ADDRESS: SOUTH WHITNEY ROAD, LEESBURG, FLORIDA 34748

(PARCEL #8) PARCEL ID #30-19-24-002-000-00700
ADDRESS: SOUTH WHITNEY ROAD, LEESBURG, FLORIDA 34748

(PARCEL #9) PARCEL ID #30-19-24-001-000-00100
ADDRESS: WHITNEY ROAD, LEESBURG, FLORIDA 34748

(PARCEL #10) PARCEL ID #19-19-24-003-000-05700
ADDRESS: STATE ROAD 44, LEESBURG FLORIDA 34748

(PARCEL #11) PARCEL ID #19-19-24-003-000-05600
ADDRESS: 210 STATE ROAD 44, LEESBURG FLORIDA 34748

SOUTH BOUNDARY OF THE NORTH 1/2 OF SECTION 30-19S-24E
S 89°31'44" E 5308.88'(F)

Parcel #7 Boundary Note :
THERE IS A DISCREPANCY IN THE EAST & WEST SIDE LINE ON PARCEL #7, FOUND CORNERS ARE ON LINE WITH THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SECTION 30-19S-24E. MOVING THE CORNERS TO THE DEED DISTANCES WOULD ENCRUMPH INTO THE SOUTH 1/2 OF SECTION 30-19S-24E.

HAMILTON
ENGINEERING & SURVEYING, LLC
2400 N. FORSYTH RD.
ORLANDO, FL 32807
TEL: 407.562.5659
www.HamiltonEngineering.US
LB #6405 CA #8474

MAP OF BOUNDARY SURVEY
ALTA/NSPS LAND TITLE SURVEY
VILLAGE PALMS
LEESBURG, FLORIDA 34748
LAKE COUNTY & SUMTER COUNTY

SHEET TITLE:
PREPARED FOR: VILLAGE PALMS HOLDINGS LLC
FIELD BOOK/PAGE: DIGITAL
QUALITY CONTROL FIELD: RF
QUALITY CONTROL OFFICE: HBR
DRAWN BY: HBR
PARTY CHECK: JZ
JOB #: 04219.0001
SEC TWP RNG: 25-19-23
19 & 30-19-24
SURVEY DATE: 10/19/2023
NOT VALID WITHOUT ALL SHEETS
2 OF 10

VILLAGE PALMS HOLDINGS
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
May 28, 2024

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida to **Village Palm Holdings, LLC, c/o Mr. Paul Stefan, 3956 Town Center Blvd, Unit 452, Orlando, FL 32837 (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 316 acres, containing a maximum of 562 detached single-family lots, 258 townhome units, 134 duplex units, 306 multi-family residential units, 130,000 square feet of commercial uses, plus 42,000 square feet of medical/professional offices and/or educational uses, and a 120-room hotel, generally located on the south side of State Road 44, and west of Whitney Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Village Palm Holdings, LLC, c/o Mr. Paul Stefan, 3956 Town Center Blvd, Unit 452, Orlando, FL 32837 (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Avenue, Mt. Dora, Florida, 32757 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached Exhibit B, Legal Description.

3. LAND USE

The above-described property, containing approximately 316 acres, shall be used for residential and commercial development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on Exhibit C, Conceptual Development Plan, subject to the conditions of this document.

A. Permitted Uses – Residential Areas

1. Detached Single-family dwellings
2. Attached Single-family dwellings (“Townhomes”; subject to platting requirements)
3. Duplex dwellings (“Villa”)
4. Multi-family dwellings
5. Accessory structures for residential uses
6. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
7. Temporary modular sales center and construction offices (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses – Commercial Areas

1. General retail sales/services
2. Restaurants
3. Pharmacy uses
4. Medical offices/clinics
5. Urgent care facilities
6. Veterinary/Pet care
7. Professional offices (i.e. registered with state) and general office uses under Sec. 25-284 (7) (b) *Office*.
8. Coffee shops with or without drive-thru
9. Day care centers
10. Houses of Worship
11. Fitness centers
12. Vehicle service
13. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
14. Hotel, motel.
 - a. Convention center, as hotel, motel accessory use.
15. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
16. Temporary modular sales center and construction office during construction phase of the commercial pod.
17. School or educational facility.
18. Office warehouse or flex space limited to 50% of the proposed retail space.

C. Temporary Uses

1. Agricultural uses in the adjoining phase(s) may continue until such a time as fifty (50%) of the permitted residential units in the nearest phase are constructed, per phase, within the proposed development.

D. Prohibited Uses – All areas

1. Industrial uses
2. Auto sales/dealership
3. Tattoo Parlors
4. Check cashing stores
5. Adult uses
6. Internet Café uses
7. Second hand (thrift) stores
8. Consignment shops
9. Pawn shops
10. Smoke shops
11. Junk or scrap collection/distribution
12. Recycling facility
13. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. RESIDENTIAL DEVELOPMENT STANDARDS

A. General

1. The project shall contain a maximum of 562 detached single-family lots, 258 townhome units, 134 duplex (‘Villa’) units, 306 multi-family residential units, for a total of 1,260 residential units at a gross density not to exceed four (4.0) units per acre, plus 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel, at a commercial acreage not to exceed 50.0 acres, on the total 316-acre site, as shown on Exhibit C, Conceptual Development Plan, and as required in Table 1 *Density (Residential)* & Section 5 Commercial Development Standards, Table 2 *Use (Commercial)*.

Table 1: Density (Residential)

Residential Style	Units
Single-family (detached)	562
Townhome (attached)	258
Duplex (Villa)	134
Multi-family	306
TOTAL	1,260

- B. Where not regulated otherwise herein, the single-family, detached residential uses of the project shall utilize the R-1 (Low Density Residential) zoning district development standards as adopted and amended by the City of Leesburg.
- C. Development standards for residential properties shall be as shown on the Exhibit C, Conceptual Development Plan, and as follows:

1. Maximum impervious surface for the overall project shall be 65%. Swimming pools shall not count toward the impervious surface calculation.
2. Minimum distance between structures, for multi-family and townhome units, shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
3. Accessory structures shall have a minimum rear and side setback of five (5) feet and single accessory structures that are not attached to the principal structure shall not occupy more than thirty (30) percent of the required rear yard.
4. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
5. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
6. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

D. The detached single-family minimum lot development standards shall be:

1. Fifty- (50) foot lots shall be oriented to the interior of the development. Lots above fifty (50) feet in width shall be generally located along exterior boundaries.
 2. Each detached single-family residential unit shall have a minimum two (2) car garage.
 3. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.
 4. Maximum height of two (2) stories, or 35 feet.
 5. Maximum impervious surface for each lot shall be 65%.
 6. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).
 7. A maximum of 10% of 50- and/or 60-foot single-family lots may be interchanged, provided the minimum and maximum number of lots required herein are met.
6. For 50-foot lots:
- (i) A maximum of 315 lots shall have a minimum lot width of fifty (50) feet.
 - (ii) Minimum house size: 1,600 square feet living area (under roof).
 - (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
 - (iv) Minimum lot size shall be 6,000 square feet.
 - (v) Minimum lot width 50 feet
 - (vi) Minimum lot depth 120 feet
 - (vii) Minimum building setbacks:
 - Front (to garage) – 25 feet;
 - Front (to building/porch) – 20 feet
 - Rear – 20 feet;

Side – 5 feet;
Corner (Street) Side – 15 feet.

6. For 60-foot lots:

- (i) No less than 161 lots shall have a minimum lot width of sixty (60) feet.
- (ii) Minimum house size: 1,700 square feet (under roof).
- (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
- (iv) Minimum lot size shall be 7,200 square feet.
- (v) Minimum width 60 feet
- (vi) Minimum depth 120 feet
- (vii) Minimum building setbacks:
 - Front (to garage) – 25 feet;
 - Front (to building/porch) – 20 feet
 - Rear – 20 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.

7. For 70-foot lots:

- (i) No less than 86 lots shall have a minimum lot width of seventy (70) feet.
- (ii) Minimum house size: 1,800 square feet (under roof).
- (iii) Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
- (iv) Minimum lot size shall be 8,400 square feet.
- (v) Minimum width 70 feet
- (vi) Minimum depth 120 feet
- (vii) Minimum building setbacks:
 - Front (to garage) – 25 feet;
 - Front (to building/porch) – 20 feet
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.

E. The attached single-family (“Townhome”) and duplex (“Villa”) minimum lot development standards shall be:

- 1. Maximum impervious surface for each lot shall be 70%.
- 2. Gutters shall be installed on all horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
- 3. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.
- 4. For 22-foot townhome lots:
 - (i) A maximum of 258 lots shall be pursuant to the development standards herein.
 - (ii) Each townhome unit shall have a minimum one (1) car garage and one (1) on-site parking space provided.
 - (iii) Minimum house size: 1,500 square feet living area.

- (iv) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- (v) Maximum height of three (3) stories, or 35 feet.
- (vi) Minimum lot size shall be 2,200 square feet.
- (vii) Minimum lot width 22 feet
- (viii) Minimum lot depth 100 feet
- (ix) Minimum building setbacks:
 - Front (to garage) – 25 feet;
 - Front (to building/porch) – 20 feet
 - Rear – 20 feet;
 - Side – 0 feet (interior unit); 10 feet (end unit)
 - Corner (to side street) – 10 feet.

5. For duplex 'Villa' lots:

- (i) One (1) duplex shall be equivalent to two (2) living units.
- (ii) A maximum of 134 lots shall be pursuant to the development standards herein.
- (iii) Each duplex unit shall have a minimum one (1) car garage.
- (iv) Minimum house size: 1,200 square feet living area.
- (v) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- (vi) Maximum height of one (1) story, or 25 feet.
- (vii) Minimum lot size shall be 4,200 square feet.
- (viii) Minimum lot width 35 feet (per unit)
- (ix) Minimum lot depth 120 feet
- (x) Minimum building setbacks:
 - Front (to garage) – 25 feet;
 - Front (to building/porch) – 20 feet
 - Rear – 18 feet;
 - Side – 0 feet (interior); 5 feet (exterior)
 - Corner Side – 15 feet.

F. The multi-family minimum development standards shall be:

- (i) The minimum development standards shall be those required for the R-3 (High Density Residential) district except as amended by this agreement.
- (ii) Maximum impervious surface for each multi-family development shall be 70%.
- (iii) The development shall be a combination of studio, one-, two- or three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - Studio units shall not be less than 700 square feet.
 - One-bedroom units shall not be less than 800 square feet.
 - Two-bedroom units shall not be less than 900 square feet.
 - Three-bedroom units shall not be less than 1,000 square feet.
- (iv) The maximum height shall be four (4) stories, or 52 feet.
- (iv) The external architecture of the buildings at a minimum shall incorporate the same design elements of the elevation submitted as Exhibit D, Conceptual

Elevations. Variations with similar characterizes may be approved by the Planning & Zoning Director.

- (v) All primary and accessory use structures for multi-family development shall be required to meet the conditions of the City of Leesburg Architectural Standards of Section 25-360, (Ordinance 16-35), as applicable. In the absence of such standards, the following standards shall prevail.
 - A. All buildings shall have a common architectural theme for each phase and the side of buildings which face residential areas or streets (public or private) shall be finished in the same materials as used in the front of buildings.
 - B. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way.
 - C. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2. At least thirty percent (30%) full-width cultured brick or stone, with the balance being stucco and/or a fiber cement lap siding. (A lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - 3. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning & Zoning Director for compliance.

5. COMMERCIAL DEVELOPMENT STANDARDS

A. General

- 1. The project shall contain a maximum of 130,000 square feet of commercial uses, 42,000 square feet of medical/professional offices, and a 120-room hotel, as shown on Exhibit C, Conceptual Development Plan. The location of commercial structures and uses may vary within the project north of the east-west boulevard as shown on Exhibit C, Conceptual Development Plan, provided the commercial area does not exceed a gross acreage of 50.0 total acres.

B. Development standards for commercial properties shall be as shown on the Conceptual Development Plan, Exhibit C, and as follows:

- 1. Setbacks shall be as follows, measured from property line to vertical wall of the structure

- (i) Front (SR 44): 50 feet
 - (ii) Rear: 50 feet
 - (iii) East (Whitney Road): 50 feet
 - (iv) West: 50 feet
 - (v) Between buildings: ~~25~~20 feet
2. Maximum impervious surface for the overall project shall be 65%. Within the commercial acreage, the maximum impervious surface shall not exceed 80%. Impervious surface coverage shall be calculated separately for each parcel, and shall not exceed eighty (80%) as calculated for each commercial parcel.
3. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
4. Maximum building height: four (4) stories or 55 feet.
5. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
6. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development), Exhibit C Conceptual Development Plan, and the zoning conditions set forth herein.

Table 2: Use (Commercial)

Use	Maximum Square footage/Rooms
Commercial/Retail	130,000 square feet
Medical/Professional Office	42,000 square feet
Hotel	120 rooms

TOTAL **172,000 square feet**
and 120 rooms

C. Commercial and Non-Residential Architectural Standards

1. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all non-residential construction for the subject property.
2. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.
3. A minimum of twenty (20) percent of the site within the commercial and hotel areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
5. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.
6. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
7. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.

6. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Residential

1. In addition to the required parking standards herein, all residential areas shall provide guest parking for a minimum of 140 lots, distributed throughout the residential areas, and concentrated within walking distance of the development amenities, as shown on Exhibit C, Conceptual Development Plan.

C. Commercial/Hotel

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of at least one (1) each ten (10) spaces in parking aisles. In commercial and hotel areas, each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover. Landscape islands are to be maintained by a Property Owners’ Association, or other private maintenance designee.

7. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may contain buffers, wetlands, retention, and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.

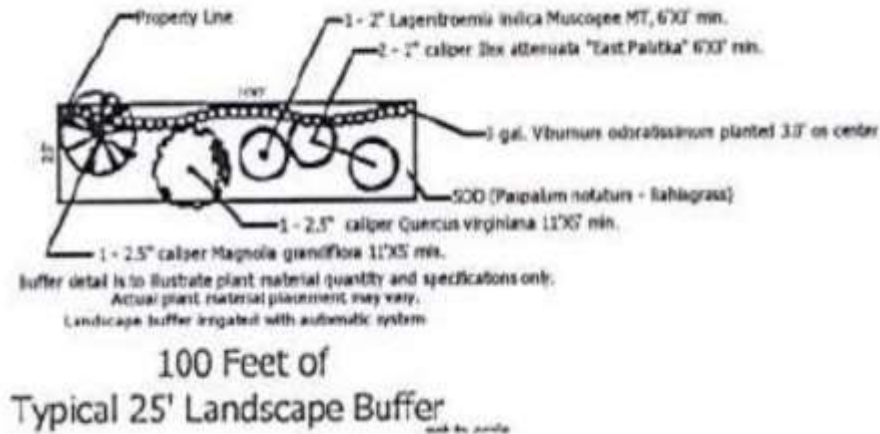
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.
- E. The center of all roundabouts shall be planted with foliage that conforms to requirements under City of Leesburg Code of Ordinances, Section Sec. 25-328. - *General landscaping requirements*. A minimum of one (1) ornamental, palm, or canopy tree shall be planted in the center of the roundabout, with the remainder of the planted area landscaped, such as shown in Exhibit F, Roundabout Plantings. Clear visibility shall be maintained across roundabout plantings and the continuous maintenance of such landscaping shall be by an entity such as a Property Owners or Homeowners Association.
- F. A six (6) foot fence consisting of earth tone vinyl, such as tan or brown in color, as shown in Figure 1, Exhibit H, Conceptual Fence Examples, shall be constructed to the development's southern boundaries, wherever there are adjacent properties under different ownership and existing opaque tree and vegetation cover is absent. This requirement as described herein shall encompass the southern boundaries of the detached single-family and Villa residential area of the development, as shown in Exhibit G, Boundary Fence Location.
 - 1. The six (6) foot fence required herein may be substituted for the below fence types, or as shown in Figure 4 Exhibit H, Conceptual Fence Examples:
 - (i) Six (6) foot brick-style opaque material wall or fence; or
 - (ii) Six (6) foot stone-style opaque material wall or fence.
- G. A six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, such as Figures 2 Exhibit H, Conceptual Fence Examples, shall be constructed along the development's easternmost border adjacent to Whitney Road, and where existing opaque tree and vegetation cover is absent, as shown in Exhibit G, Boundary Fence Location.
- H. A six (6) foot split rail fence, with monument column features, as shown in Figure 3 Exhibit H, Conceptual Fence Examples, shall be constructed along the southern border of the commercial area, excluding areas consisting of medical office uses and where existing opaque tree and vegetation cover is present, as shown in Exhibit G Boundary Fence Location. Such a fence shall be located on the southern boundary of the commercial use, adjacent to the edge of the associated parking lot(s). A five (5) foot planted landscape buffer on the north side of the fence shall be required.
 - 1. The six (6) foot fence required herein may be substituted for a six (6) foot fence consisting of wrought iron or aluminum rail material, with monument column features, as shown in Figures 2 Exhibit H, Conceptual Fence Examples.

- I. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.
- J. Fencing required along the development's boundary may be substituted for existing tree coverage in the buffer, or the addition of canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.
- K. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.
- L. All development boundary fences shall be maintained by a Homeowners or Property Owners Association as appropriate.
- M. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- N. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- O. All new commercial, hotel, and medical construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.
- P. All buffers along the exterior property lines shall be distinct and separate from the residential lots, commercial, hotel, and medical parcels and properties, which shall be owned and maintained by a Property Owners or Homeowners Association.
- Q. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- R. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.
- S. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor or arborist.

8. SITE ACCESS

- A. The project shall have a minimum of three (3) primary access points on State Road 44, as shown on the Conceptual Development Plan (Exhibit C), subject to FDOT and/or Lake County approval, as appropriate, and shall be constructed in a “boulevard style” (divided roadway with landscaped minimum ten-foot (10) wide median throughout). The boulevard style shall at minimum be utilized from State Road 44 to the east-west boulevard for the three (3) primary access roadways, in the style shown in Exhibit I, Divided Boulevard Example and Plantings.
- B. The east-west roadway immediately north of the single-family detached and Villa residential portion of the development, as shown on the Conceptual Development Plan (Exhibit C), shall be constructed in a “boulevard style” (divided roadway with landscaped minimum ten-foot (10) wide median throughout), in the style shown in Exhibit I, Divided Boulevard Example and Plantings.
- C. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- D. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Conceptual Development Plan (Exhibit C), as amended. All access points are conceptual and may be amended subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- E. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- F. Cross access shall be required to the west, as shown on the Conceptual Development Plan (Exhibit C), and any additional cross access shall be provided as needed at the time of development, to allow for connection points between this development and future development of adjacent properties.
- G. Internal to the development, a minimum of three (3) roundabouts shall be required located at the intersection of the three (3) boulevard entrances from State Road 44 with the east-west divided boulevard that separates the southern single-family, detached and Villa area, from the commercial, multi-family, and single-family, attached units to the north. The center of all roundabouts shall be planted with foliage that conforms to requirements under Section 7 *Open Space, Landscaping & Buffer Requirements*, E of this PUD document.
- H. Golf cart use shall be subject to City of Leesburg Code of Ordinances, as amended.

9. SIGNAGE

A. External Monument Sign

- 1. Signs external to the development shall be monument signs with fully enclosed bases and supports, located adjacent to State Road 44, and shall be allowed as follows:
 - (i) Max overall height: 30 feet
 - (ii) Max sign area: 240 square feet per side (2 sides)
 - (iii) Fully enclosed base, pursuant to one (1) of the following options:
 - A. The sign base shall be fifteen percent (15%) of the sign height, and be clad in decorative masonry, brick, or stone; or
 - B. The sign base shall feature architectural banding equal to ten percent (10%) of the total sign height, with the remainder of the sign base being stucco.
 - (iv) Base width: minimum 50% of sign area width
 - (v) Location minimum 10 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

B. Internal Monument Sign

- 1. Signs internal to the development, except as amended in Section 9 Signage, C and D, shall be monument signs with fully enclosed bases and supports, and shall be allowed as follows:
 - (i) Max overall height: 6 feet
 - (ii) Max sign area: 24 square feet per side (2 sides)
 - (iii) Fully enclosed base, minimum of two (2) feet in height, clad in decorative masonry, brick, or stone.
 - (iv) Base width: minimum 50% of sign area width
 - (v) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

C. Wayfinding Sign

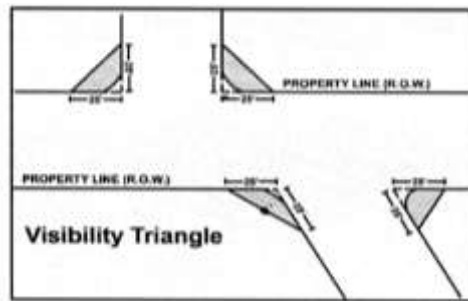
- 1. Wayfinding signs shall be located internal to the development, and shall be allowed as follows:

- (i) Max overall height: 4 feet
- (ii) Max sign area: 6 square feet per side (2 sides)
- (iii) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

D. Residential Signage

1. Each residential access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

Figure 1 – Visibility Triangle



E. Wall signs

1. Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.

F. Any signage proposed by the Applicant not addressed herein, shall be pursuant to the City of Leesburg Code of Ordinances, as amended.

G. Alternative designs for signage may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

H. All signs shall be submitted as a sign package to be reviewed as a separate permit from the site planning process.

10. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

11. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - (i) A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

12. **STORMWATER/DRAINAGE MANAGEMENT**

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - (i) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - (ii) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - (iii) A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A Homeowner's or Property Owners Association is an acceptable maintenance entity.
 - 1. Such a maintenance entity shall own and maintain all ponds, swales, drains, and other such stormwater management systems, as applicable.
 - 2. All ponds, swales, drains, and other such stormwater management systems, shall be maintained in a manner as to maintain the original function of such a feature.

- (iv) The existing 100-year flood plain on the property shall be shown on all plans and lots.
 - (v) The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 - (vi) A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- B. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
- 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.
- C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

13. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a Homeowner's Association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

14. IRRIGATION & WATER USE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

15. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached Conceptual Development Plan, Exhibit C.
- B. Recreational requirements shall include a minimum of three (3) separate primary active recreation areas, at a minimum of 6.0 acres provided, as shown in Exhibit C, Conceptual Development Plan. The uses in these primary active recreation areas shall include pools, fenced children's playgrounds and/or tot lots, with equipment, and separate fenced dog park areas. Other amenities throughout the residential portion of the development shall include gazebos, grills, swimming pools, recreation courts, such as tennis, pickleball, shuffleboard, or other court sport, or other amenities as reviewed and approved by staff.
- C. South of the east-west divided boulevard, in all residential areas, the developer shall construct a multi-use trail system, as shown in Conceptual Development Plan, Exhibit C.
- D. All recreation spaces may include, but are not limited to:
 - 1. Trails, boardwalks, ADA-compliant trailways, water feature overlooks, on-trail exercise stations;
 - 2. Gazebos, grills, picnic tables, benches;
 - 3. Playgrounds, tot lots;
 - 4. Basketball, tennis, pickleball, shuffleboard, handball courts, etc.;
 - 5. Community swimming pool, including the deck area surrounding such pools;
 - 6. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes;
 - 7. Other active recreational activities may be used, subject to approval by the City of Leesburg.
- E. The maintenance of all recreation areas shall be the responsibility of a Homeowners' and/or Property Owners' association as appropriate.

16. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping, green space, overflow parking, recreation areas, buffers, trails, and drainage shall be the responsibility of the property owner. A Homeowners' and/or Property Owners' Association shall serve as an appropriate entity for all common properties within the development. A Property Owners' Association shall be responsible for the entryway landscaping including buffers, medians, and green spaces.

17. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions, Exhibit A, herein, and Conceptual Development Plan, Exhibit C. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be

revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development by City Commission. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.
- C. As part of the overall development process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- D. In any event that a conflict may arise between the written conditions of this PUD document and the Conceptual Site Plan, as shown in Exhibit C, the written language herein shall prevail.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be

binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

19. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1. Projected Capacities

- (iv) The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
2. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

**LEGAL DESCRIPTION
(REVISED)**

EXHIBIT B

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SE CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19 RUN NORTH 89°42'10" WEST 437.15 FEET; THENCE NORTH 01°19'10" WEST 1178.11 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 01°19'10" EAST 1178.11 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19; THENCE WEST ALONG THE SAID SOUTH LINE TO THE SW CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 19 A DISTANCE OF 1189.48 FEET; THENCE SOUTH 81°22'30" EAST 409.31 FEET; THENCE SOUTH 76.43 FEET; THENCE SOUTH 81°22'30" EAST 146.0 FEET; THENCE NORTH 23°49'40" EAST 250.0 FEET TO INTERSECT THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 44; THENCE RUN SOUTH 67°40'50" EAST ALONG THE SOUTHERLY LINE OF THE SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 1337 PAGE 938. PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 89°41'01" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1 / 4 OF THE SOUTHEAST 1 / 4 OF SAID SECTION 19. A DISTANCE OF 895.24 FEET; THENCE NORTH 01°18'01" WEST 1177.98 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44. SAID POINT BEING 50 FEET FROM MEASURED AT A RIGHT ANGLE TO THE

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT B

CENTERLINE OF SURVEY OF SAID STATE ROAD NO. 44 PROJECT SECTION 11010-2553; THENCE NORTH 67°40'30" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 228.26 FEET; THENCE SOUTH 23°50'00" WEST 82.03 FEET; THENCE SOUTH 67°40'30" EAST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE 266.28 FEET; THENCE NORTH 01°18'01" WEST 89.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN N. 0°29'00" E. ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 1297.35 FEET; THENCE S. 81°22'30" E. 408.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 81°22'30" E. 107.81 FEET; THENCE N. 95.50 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY NO. 44; THENCE S. 67°40'50" E. ALONG SAID RIGHT OF WAY OF HIGHWAY NO. 44 A DISTANCE OF 150.0 FEET; THENCE SOUTH 23°49'40" W. 250.0 FEET; THENCE N. 81°22'30" W. 146.0 FEET; THENCE NORTH 184.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN FINAL JUDGMENT RECORDED IN O.R. BOOK 1480 PAGE 664, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 4" ROUND PLAIN CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°21'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,297.35 FEET; THENCE SOUTH 81°29'36" EAST 516.20 FEET; THENCE NORTH 00°67'06" WEST 95.46 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, SAID POINT ALSO BEING 50 FEET FROM, MEASURED AT A

RIGHT ANGLE TO THE CENTERLINE OF SURVEY OF SAID STATE ROAD 44 PROJECT SECTION 11010-2553; THENCE SOUTH 67°40'30" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 150.00 FEET; THENCE SOUTH 23°50'00" WEST 82.03 FEET; THENCE NORTH 67°40'30" WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE 113.97 FEET; THENCE NORTH 00°07'06" WEST 88.72 FEET TO THE POINT OF BEGINNING.

PARCEL 3·

COMMENCING AT THE S.W. CORNER OF THE S.E. 1/4 OF SECTION 19, TOWNSHIP 19S, RANGE 24E. IN LAKE COUNTY, FLORIDA, AND RUN N 00°29'00" E ALONG THE WEST LINE OF THE SAID S.E. 1 / 4 A DISTANCE OF 1189.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID P.O.B. CONTINUE N 00°29'00" E, ALONG THE SAID EAST LINE 107.87 FEET; THENCE S 81°22'30" E, 408.39 FEET; THENCE SOUTH 108.00 FEET; THENCE N 81°22'30" W, 409.31 FEET TO THE P.O.B.

PARCEL 4·

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 00°29'00" EAST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 1297.35 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AND POINT OF BEGINNING FOR THIS DESCRIPTION: FROM SAID P.O.B., RUN SOUTH 81°22'30" EAST 516.20 FEET TO A 4 INCH ROUND CONCRETE MONUMENT, THENCE NORTH A DISTANCE OF 95.50 FEET TO A 4 INCH ROUND CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF-WAY OF STATE ROAD NO. 44, THENCE NORTH 67°40'50" WEST ALONG SAID ROAD RIGHT-OF-WAY A DISTANCE OF 34.5 FEET TO A 4 INCH ROUND CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID ROAD RIGHT-OF-WAY WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, THENCE RUN WEST ALONG SAID NORTH BOUNDARY OF SOUTHWEST 1/4

OF SOUTHEAST 1/4 A DISTANCE OF 478.1 FEET TO THE NW CORNER OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4, THENCE RUN SOUTH 0°29'00" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 34 FEET TO P.O.B. LESS: THE WEST 200 FEET THEREOF.

AND

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF THE SOUTHERLY BOUNDARY OF THE 100 FOOT WIDE RIGHT-OF-WAY FOR STATE ROAD NO. 44, LESS THE WEST 200 FEET THEREOF.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED IN O.R. BOOK 1345 PAGE 646, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH A 1989 ALLE MOBILE HOME ID# CLFL91394.

PARCEL 5·

FROM THE S.E. CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN N. 89°41'01" WEST 989.63 FEET, NORTH 03°59'50" WEST 661.49 FEET FOR POINT OF BEGINNING, CONTINUE NORTH 03°59'50" WEST 125.05 FEET, NORTH 67°40'30" WEST 304.28 FEET TO THE WEST LINE OF THE S.E. 1/4 OF THE S.E. 1/4, SOUTH

00°24'41" WEST TO A POINT THAT IS 621.7 FEET NORTH OF THE SOUTH LINE OF THE S.E. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, NORTH 87°45' EAST 278 FEET, NORTH TO POINT OF BEGINNING.

PARCEL 6·

BEGIN AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 621. 7 FEET, THENCE NORTH 87° 45' EAST 278 FEET, THENCE SOUTH 02° 45' EAST 624.4 FEET, THENCE WEST 327.4 FEET TO THE POINT OF BEGINNING.

PARCEL 7·

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE N. 00°04'30" E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1327.27 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE S. 89°51'51" E. ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 782.50 FEET; THENCE S. 00°04'30" W. 714.85 FEET; THENCE S. 89°57'29" W., 272.50 FEET; THENCE S. 00°04'30" W. 610.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE S. 89°57'29" W. ALONG SAID SOUTH LINE 510.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 50 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST AND A STRIP OF LAND 66 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS: BEGIN AT THE SE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN WEST TO THE SW CORNER OF SAID SW 1 / 4 OF NE 1 / 4.

PARCEL 8·

THE SOUTHWEST 1 / 4 OF THE NORTHWEST 1 / 4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:

THE NORTH 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:

THAT PART OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 19 SOUTH,

RANGE 24 EAST, AND RUNS S.00°18'39" W. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 703.06 FEET TO A POINT ON THE NEW SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY NO. 44 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING ON A CURVE CONCAVE SOUTHWESTIERLY AND HAVING A RADIUS OF 11,359.16 FEET AND A RADIAL BEARING OF N.06°55'48"E., THENCE SOUTHEASTIERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 THROUGH A CENTRAL ANGLE OF 01°07'24" AN ARC LENGTH OF 222.72 FEET TO THE END OF SAID CURVE; THENCE S.71°56'47"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 246.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 11,559.16 FEET; THENCE SOUTHEASTIERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 THROUGH A CENTRAL ANGLE OF 02°07'30" AN ARC LENGTH OF 428.72 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S.00°38'37"W., 381.34 FEET; THENCE S.74°47'31"E., 270.13 FEET; THENCE S.00°78'20"W., 1,452.27 FEET TO A POINT ON THE SOUTH LINE OF THE S.W. 1/4 OF THE AFOREMENTIONED SECTION 19; THENCE N.89°46'46"W., ALONG THE SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 1,114.99 FEET TO THE SOUTHWEST CORNER OF THE S.W. 1/4 OF SAID SECTION 19; THENCE N.00°18'39"E. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 2,177.19 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

THAT PART OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTIERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 44 BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE WEST 1/4 CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN S.00°18'39"W. ALONG THE WEST LINE OF THE S.W. 1/4 A DISTANCE OF 2880.25 FEET TO THE SOUTHWEST CORNER OF THE S.W. 1/4 OF SAID SECTION 19; THENCE S. 89°46'46"E. ALONG THE SOUTH LINE

LEGAL DESCRIPTION (CONTINUED)**EXHIBIT B**

OF THE S.W. 1/4 A DISTANCE OF 1,114.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N.00°18'20"E., 1452.27 FEET; THENCE N.74°47'31" 270.13 FEET; THENCE

N.00°38'37"E., 478.39 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED HIGHWAY NO. 44, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5779.65 FEET AND HAVING A RADIAL BEARING OF S.17°40'37"W., THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 03°04'24" AN ARC LENGTH OF 310.03 FEET TO THE END OF SAID CURVE; THENCE

S.75°23'47"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 248.21 FEET; THENCE LEAVING SAID SOUTHWESTERLY

RIGHT-OF-WAY LINE RUN S.00°05'30"E., 1130.74 FEET; THENCE S.28°37'48"W., 102.95 FEET; THENCE S.03°25'41" 633.82 FEET TO A POINT ON THE SOUTH LINE OF THE S.W. 1/4 OF THE AFOREMENTIONED SECTION 19; THENCE N.89°46'46"W., ALONG THE SOUTH LINE OF THE S.W. 1/4 A DISTANCE OF 280.8 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD NO. 44 AS SET FORTH IN FINAL JUDGMENT PER O.R. BOOK 1487, PAGE 774, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

~ End of Legal Description ~





RESIDENTIAL – SINGLE-FAMILY (DETACHED)



































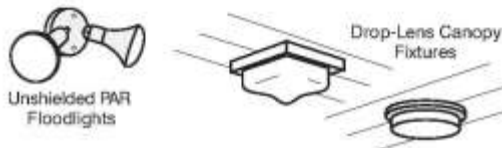
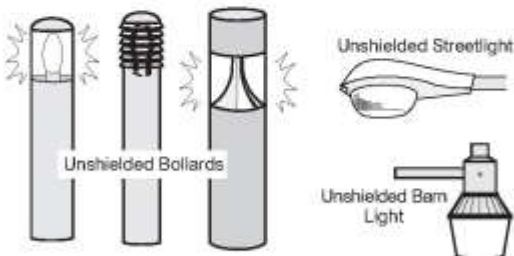
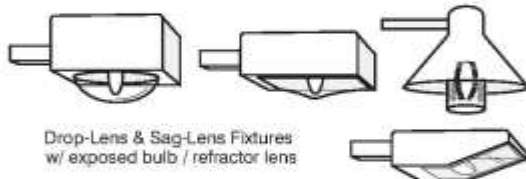




Examples of Acceptable / Unacceptable Lighting Fixtures

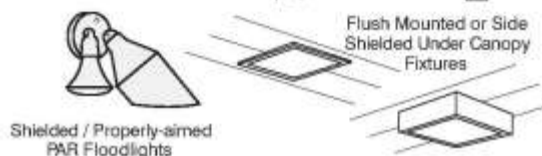
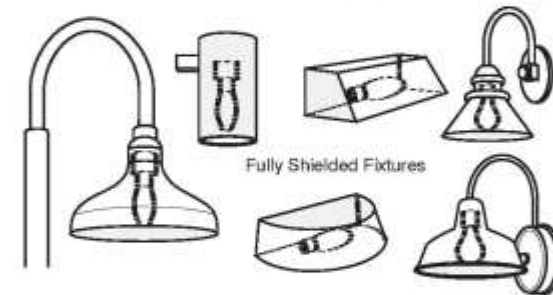
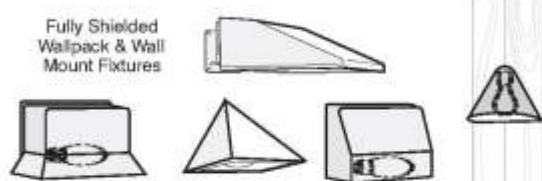
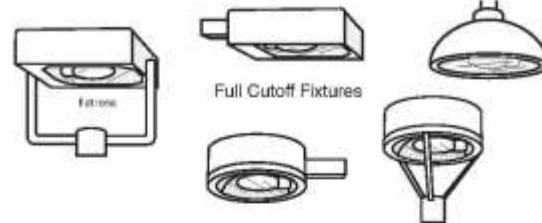
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission

ROUNABOUT PLANTINGS

EXHIBIT F



Figure 1 – Canopy Tree Roundabout Planting

Example Source Courtesy of Saving Our Trees

<https://savingourtrees.wordpress.com/tag/roundabouts/>



Figure 2 – Single-Palm Roundabout Planting

Example Source Courtesy of Houzz

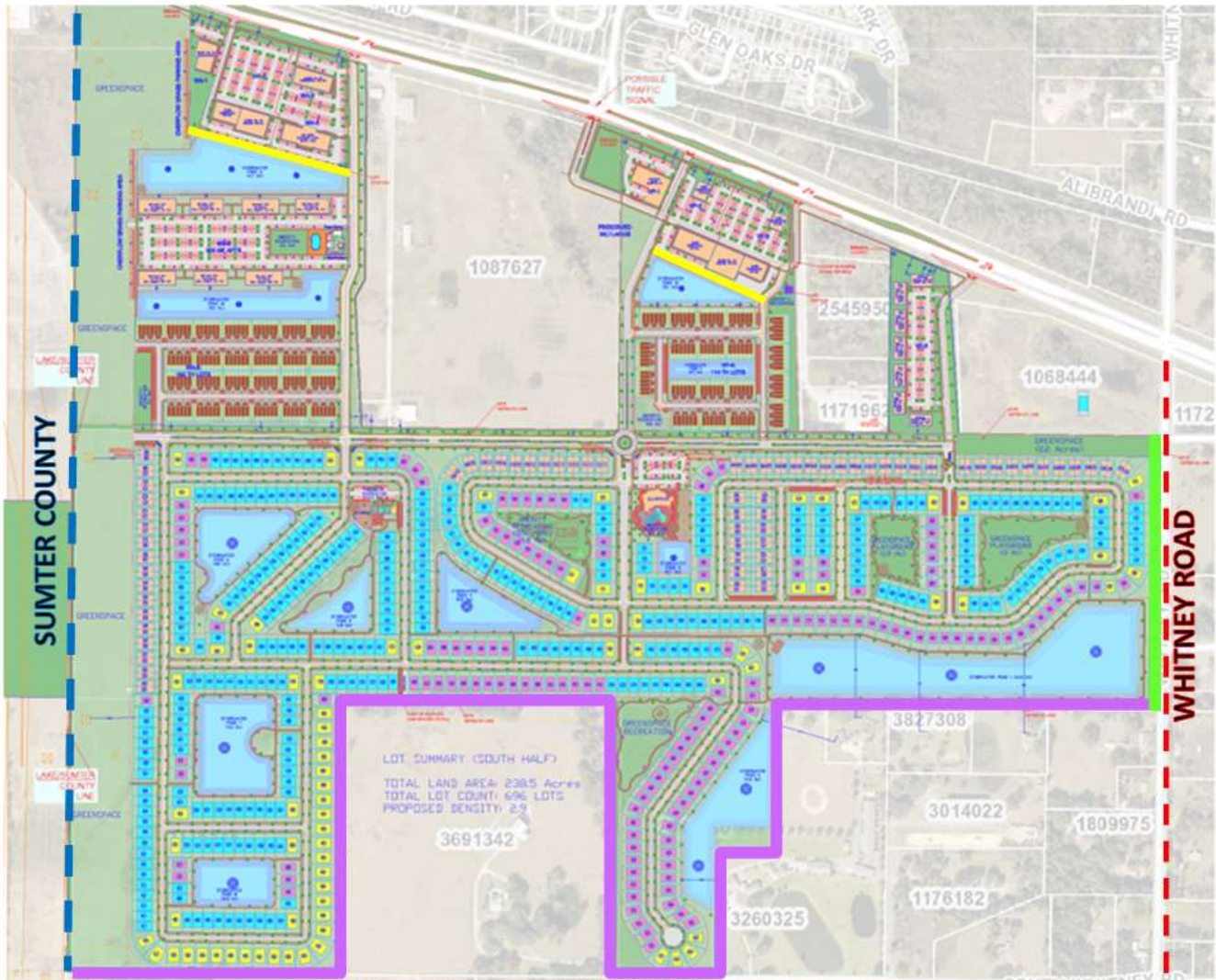
<https://www.houzz.com/photos/query/roundabout-landscaping-ideas>



Figure 3 – Multiple-Palm Roundabout Planting

Example Source Courtesy of Silver Ringree via Unsplash

<https://unsplash.com/photos/view-of-palm-tree-on-park-xdOAIjQk0w>



LEGEND:

-  Commercial Fence (Split rail with monument columns)
-  Eastern-Whitney Boundary Fence (Aluminum rail with monument columns)
-  Southern Boundary Fence (Opaque earth tone vinyl)

FENCE/WALL CONCEPTUAL EXAMPLES

EXHIBIT H



Figure 1 – Earth tone vinyl fence with decorative cap element on end panel posts

Example Source Courtesy of Bespoke Fence
<https://bespokefence.com/products/vinyl-fences/>



Figure 2A - Aluminum rail fence with brick-style monument columns

Example Source Courtesy of Byron Fence
<https://www.byronfence.com/commercial-fence>



Figure 2B - Aluminum rail fence with stone-style monument columns

Example Source Courtesy of Decoratedlife.com
<https://decoratedlife.com/stunning-aluminum-fence-ideas/>



Figure 3 – Split rail fence with monument column features

Example Source Courtesy of Fence & Deck Supply
<https://www.fenceanddecksupply.com/wp-content/uploads/2014/04/FDS-Mini-Product-Catalog-2014-EMAIL.pdf>



Figure 4– Opaque Wall with monument column features

Example Source Courtesy of Houzz
<https://www.houzz.com/discussions/1425465/help-choose-retaining-wall-material>

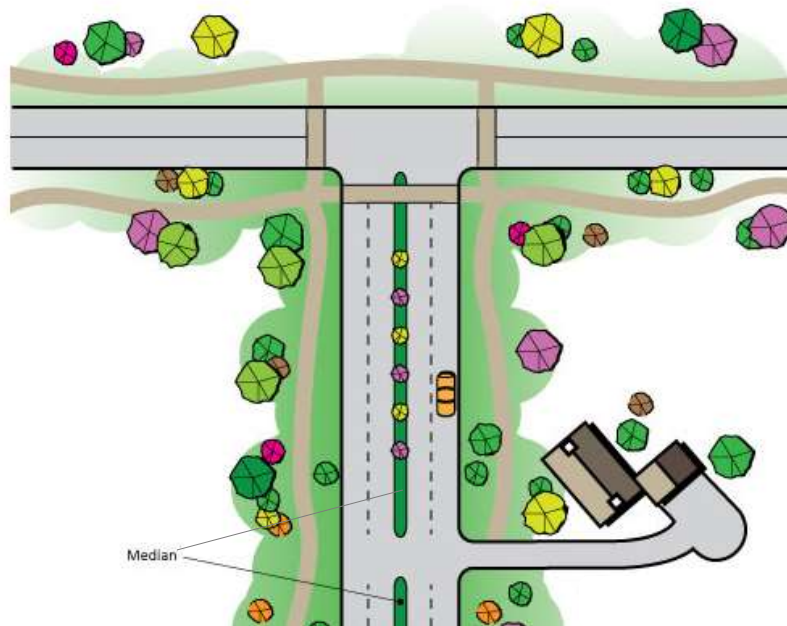


Figure 1 – Divided Boulevard Concept

Example Source Courtesy of Chester County Government

<https://www.cbescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



Figure 2 – Planted Divided Boulevard

Example Source Courtesy of District Works

<https://districtworks.city/landscaping-and-groundkeeping/>



Figure 3 – Planted Divided Boulevard

Example Source Courtesy of Joshua Zeunert via ResearchGate

https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: May 28, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.434 +/- acres; and being generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 25 East, Lake County, Florida. Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date (Griffin Road Salon ANNEX).

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 0.434 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 0.434 +/- acres, generally located south of Griffin Road and east of County Road 468, as shown on the attached General Location Map. At this time, the property is developed with as a residential use. The current zoning is Lake County RP (Residential Professional); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to connect to city utilities. The proposal for is to provide personal services, i.e. a salon.

The property is surrounded by Leesburg PUD (Planned Unit Development), R-2 (Medium Density Residential; R-3 (High Density Residential), and P (Public), as well as Lake County R-7 (Mixed Residential District); RP (Residential Professional); A (Agriculture), and MP (Planned Industrial District). Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Small Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on April 18, 2024.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property.
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A small positive fiscal impact will result from the annexation of this property due to increased ad valorem tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.434 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 5; AND PROVIDING AN EFFECTIVE DATE (GRIFFIN ROAD SALON ANNEX).

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

Section 1

Based upon the petition of Lushonda Bernard, Petitioner, on behalf of Osmond N Bernard Life Estate, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

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

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 1.;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG

Mayor

ATTEST:

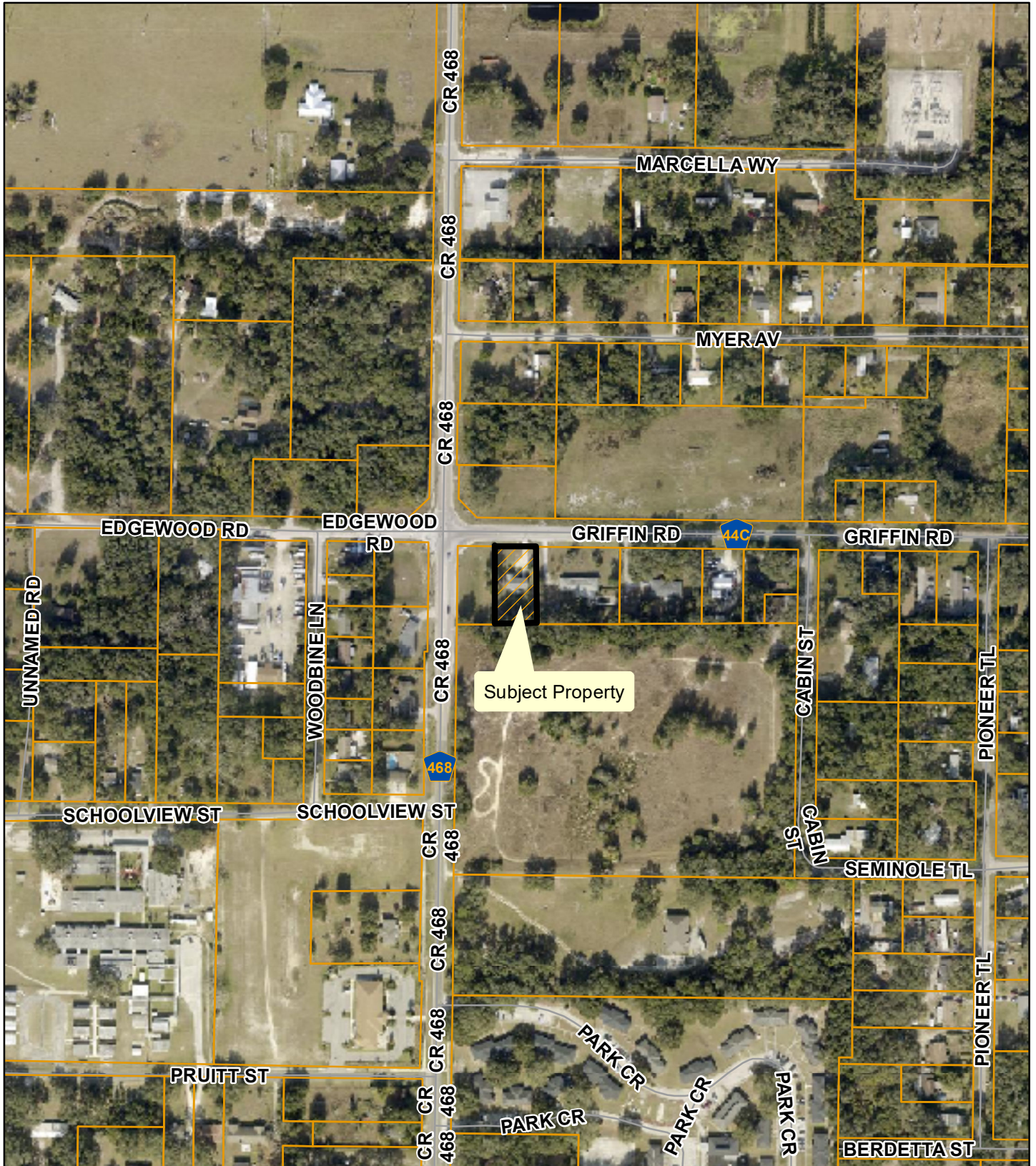
City Clerk

Legal Description - 2927 Griffin Road, Leesburg, FL 34748

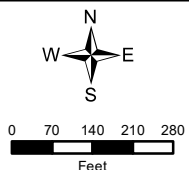
Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof, recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.

Aerial

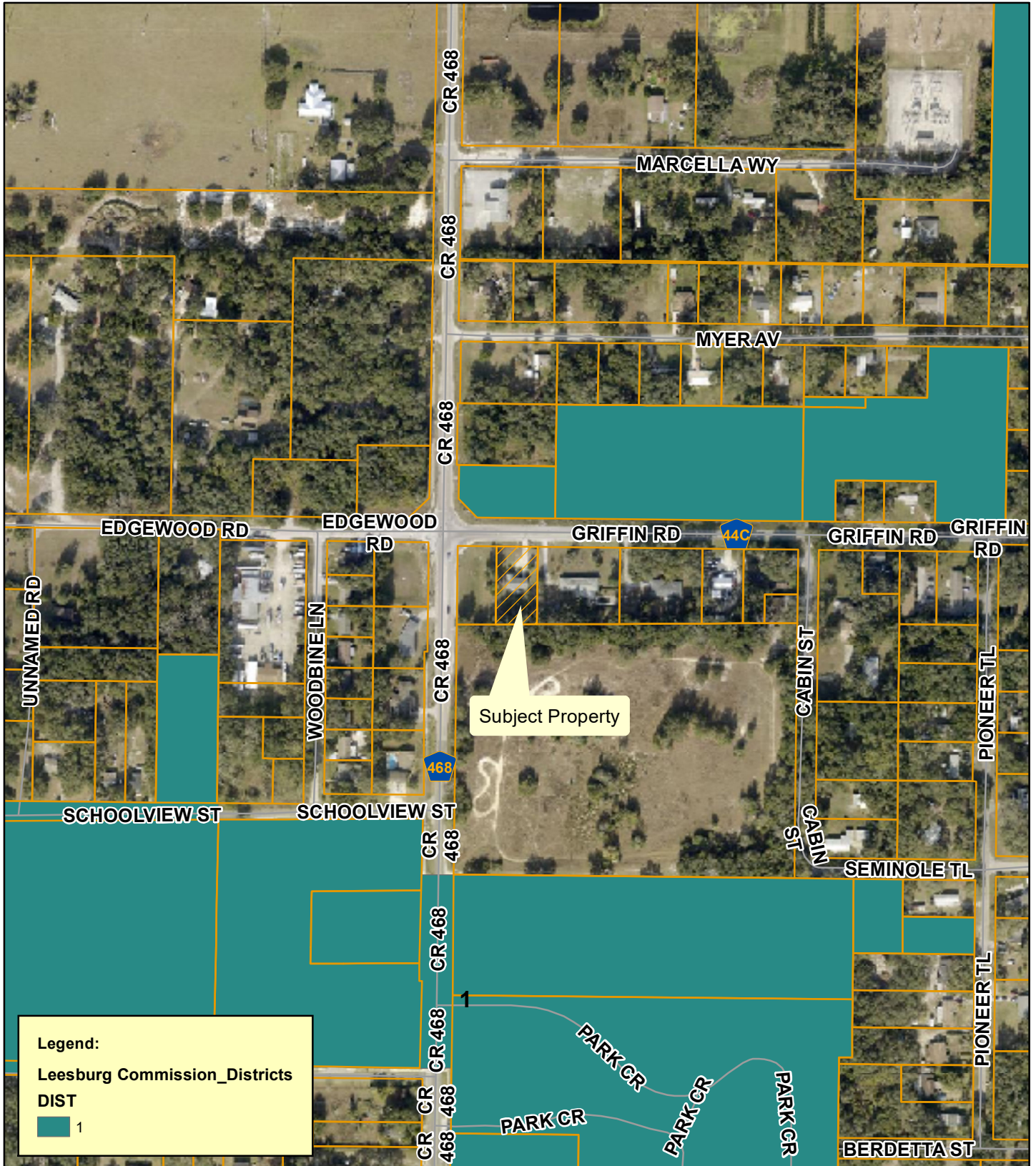


**Planning
& Zoning
Division**

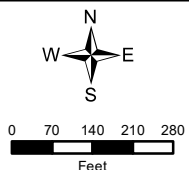


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Commission District



**Planning
& Zoning
Division**



Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: May 28, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.434 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial, for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida. (Griffin Road Salon SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 0.434 +/- acres from Lake County Urban High Density to City of Leesburg General Commercial.

Analysis:

The project site is approximately 0.434 acres. The property is generally located south of Griffin Road and east of County Road 468. Currently, the property is a residential unit. The proposed use is for personal services, including a salon. The surrounding Future Land Use Map designations of Lake County Urban High Density and City of Leesburg General Commercial are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 16, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on April 18, 2024 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban High Density and City of Leesburg Low Density Residential.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action.

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 0.434 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. (GRIFFIN ROAD SALON 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 15.34 acres of land generally located east of Montclair Road and south of Colonial Street from Lake County Urban High Density and City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 3.

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

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

THE CITY OF LEESBURG

Mayor

ATTEST:

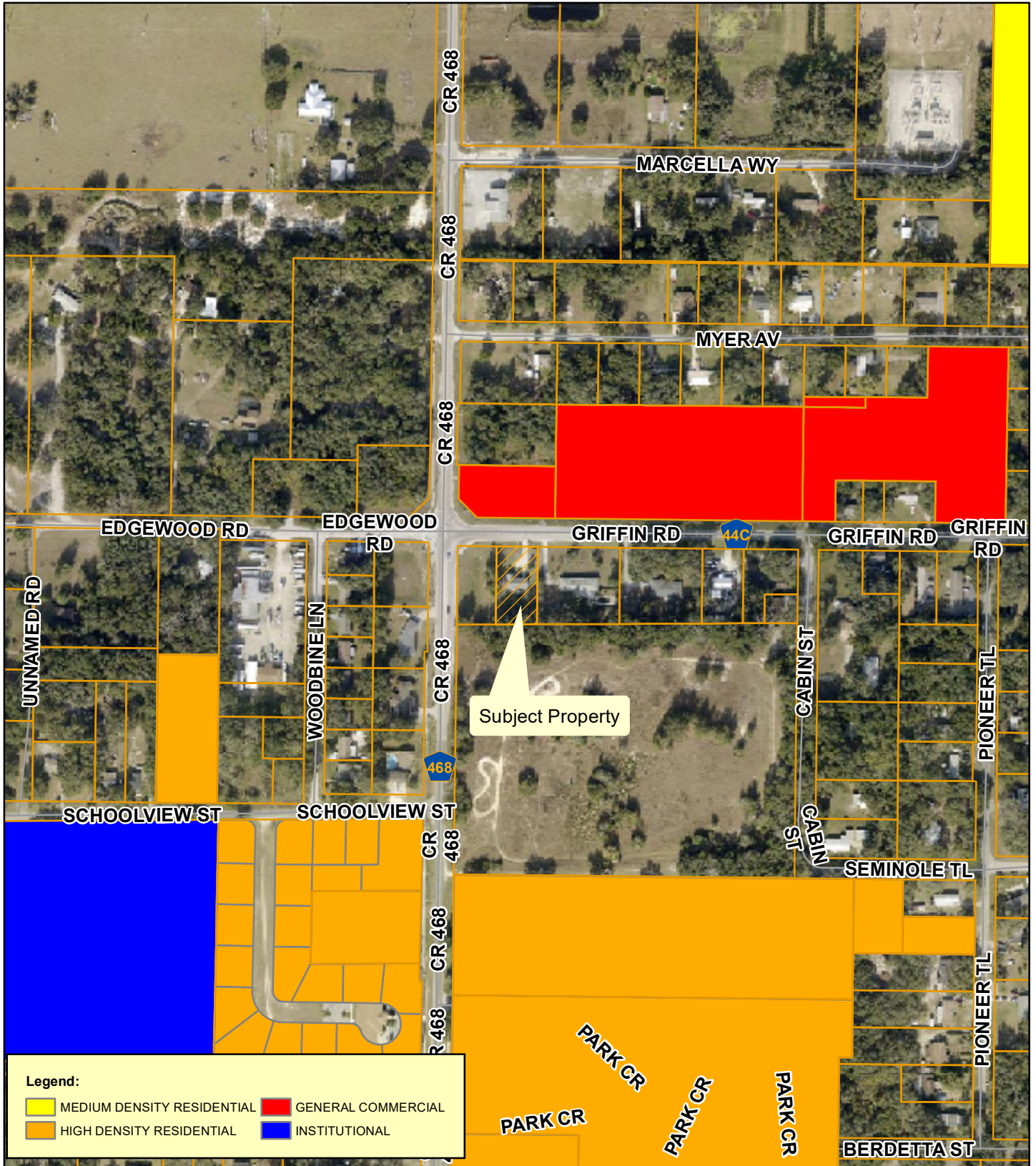
City Clerk

Legal Description - 2927 Griffin Road, Leesburg, FL 34748

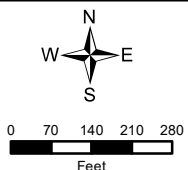
Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof, recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.

City of Leesburg Future Land Use

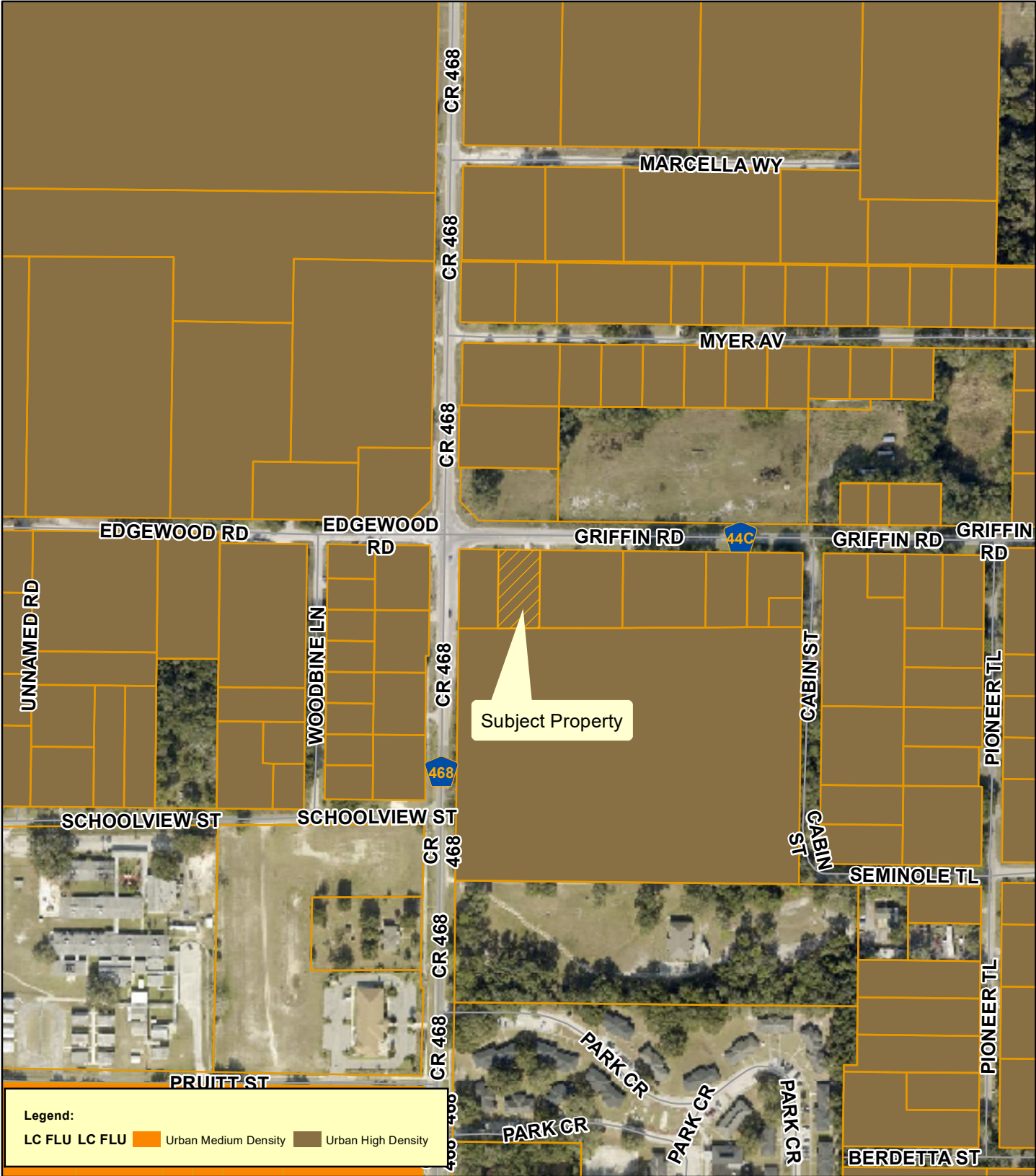


**Planning
& Zoning
Division**

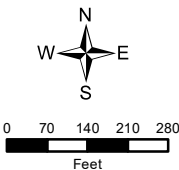


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Lake County Future Land Use

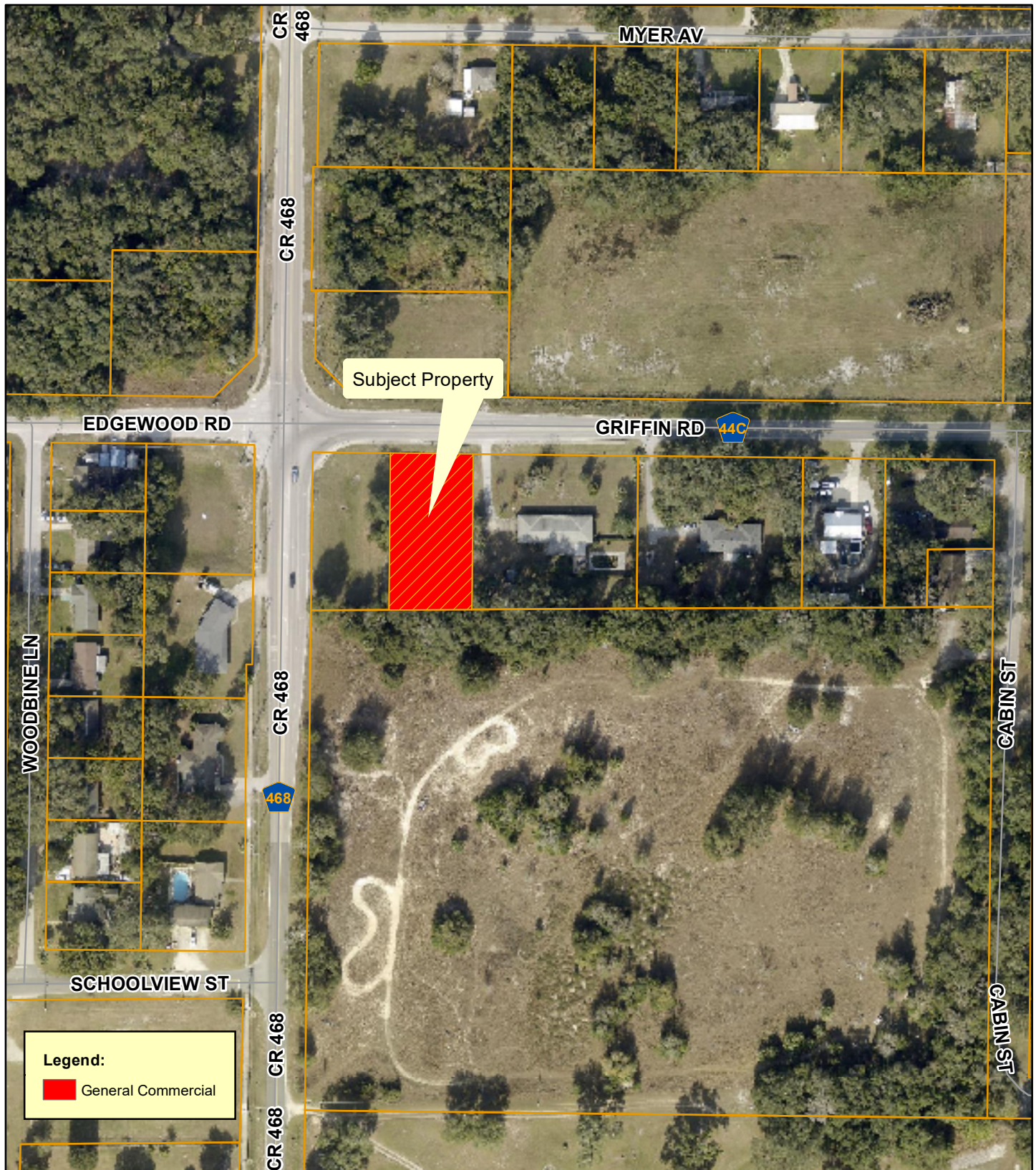


Planning
& Zoning
Division

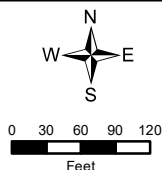


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

PROPOSED Future Land Use



**Planning
& Zoning
Division**

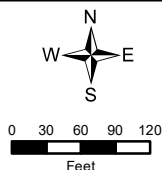


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Surrounding Land Uses

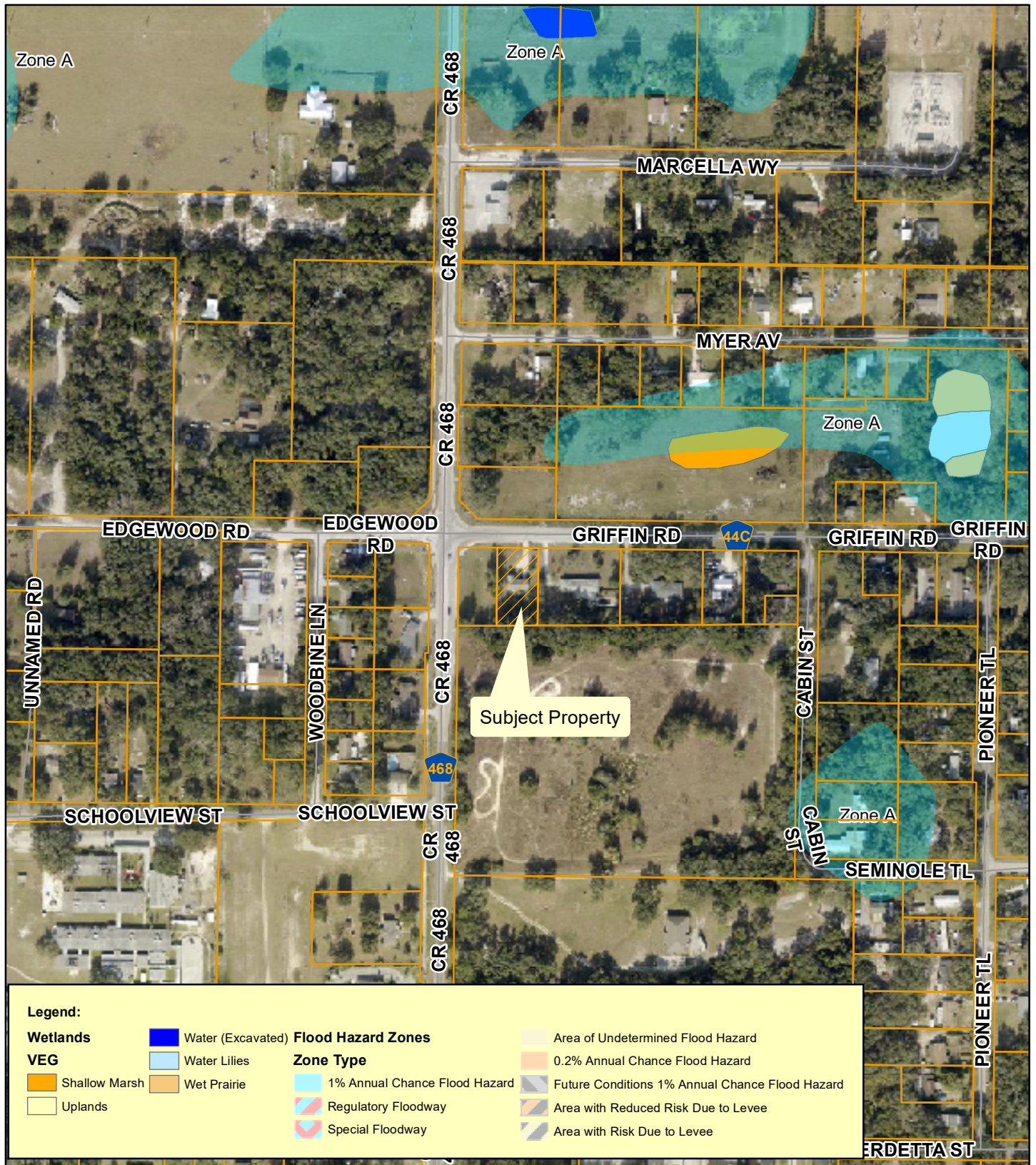


**Planning
& Zoning
Division**

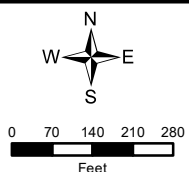


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Flood Zone and Wetlands

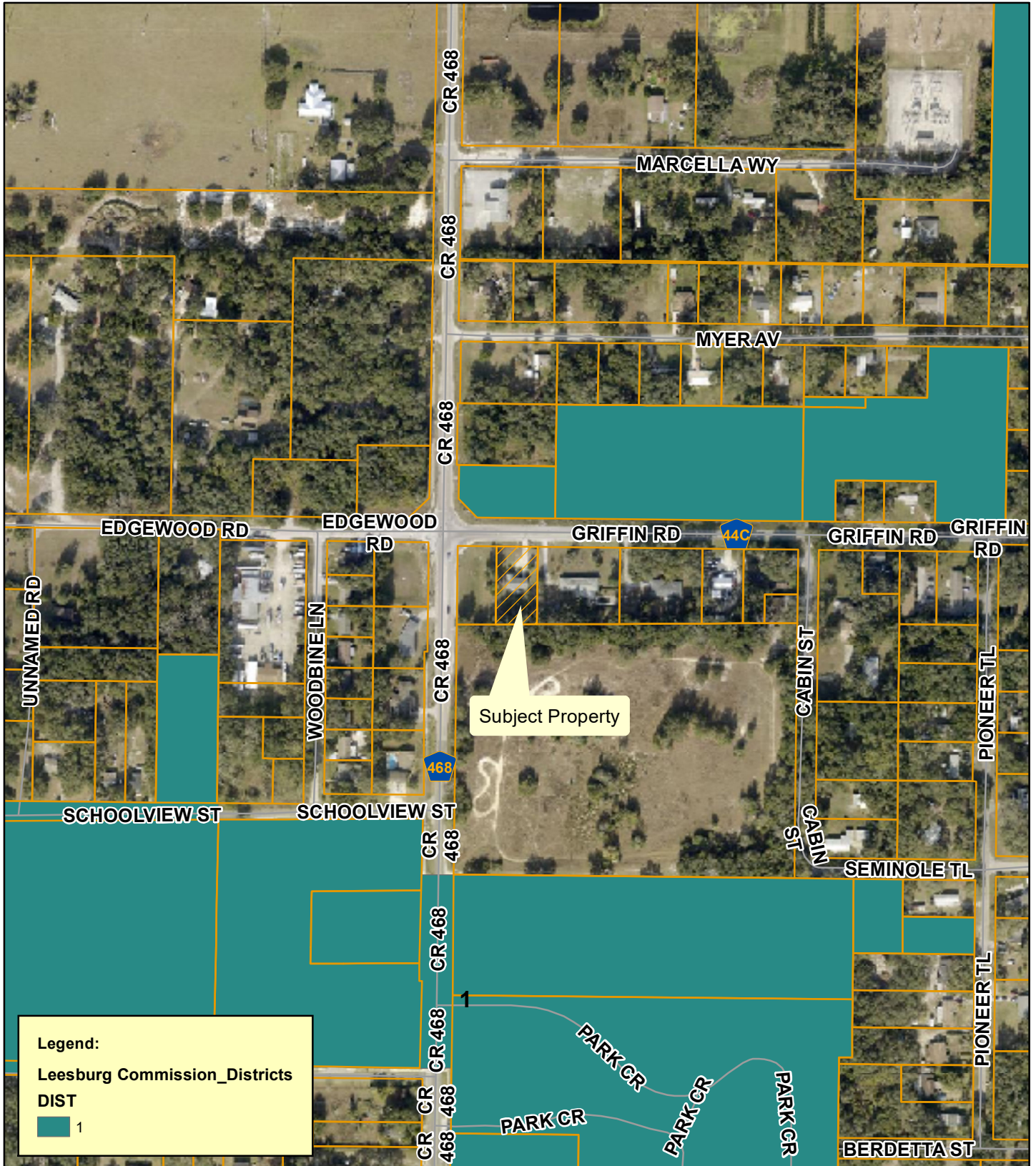


**Planning
& Zoning
Division**

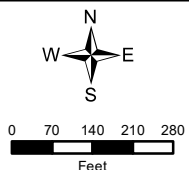


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Commission District



**Planning
& Zoning
Division**



Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 18TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 18th, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

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

The following Commission members were absent:

Ze’ Shieca Carter
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Christine Rock, Senior Planner, and Melissa Medders, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 21ST, 2024.

Commissioner Bowersox moved to APPROVE the minutes from the March 21st, 2024 meeting. Vice-Chairman Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

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

NEW BUSINESS

**1) PUBLIC HEARING CASE # CUP-24-35 CARVER DRIVE #1 PROJECT -
CONDITIONAL USE PERMIT**

A REQUEST FOR A CONDITIONAL USE PERMIT FOR A DAYCARE, RESPITE, AND EDUCATIONAL FACILITY IN THE INDUSTRIAL FUTURE LAND USE DISTRICT ON 0.75 +/- ACRES GENERALLY LOCATED NORTH OF CARVER DRIVE AND EAST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FINAL DECISION IS BY THE PLANNING COMMISSION) (Carver Drive #1 Project)

Dan Miller introduced case number #CUP-24-35 – Carver Drive #1 Project – Conditional Use Permit into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, types of uses, and stated been working with applicant on different projects; daycare; special needs children, work with State of Florida; cases of abuse; place to stay; given foster home; help with situation, went over Exhibit B samples, and examples of lighting fixtures.

Melissa Medders, Planner utilized a power point presentation to demonstrate the area of the proposed site for the cases.

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

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

Chairman Sennett if the Commission have any question of Staff.

Commissioners' and Dan Miller discussed understood the zoning/surrounding; no complaints on industrial; done; Dan Miller replied we can add notice in CUP, property is located in an industrial area; kids safe, add condition; done in (PUD) Planned Unit Development zoning; add notice requirement; zoned M-1 and possible industrial use in the area, age group; children, plan of Bldg.; looks like school, sleeping arrangement; about how many children, okay with non-profit; Dan Miller stated okay to request a vote to add the word office; fine with office; vote to bring subject matter back up; Attorney Jennifer Cotch stated make new motion; add language about notice of surrounding industrial.

Lynn Dudley at 2106 Butler Street Leesburg, Florida and stated our agency have been in existence for over 24 years; not new to area, support individuals; unique abilities, operate 5 group homes, licensed under agency with persons with disability, partnered with foster agencies; overflow of neglected/abused children; with or without disabilities, transportation; for central region; include 5 counties, outside area, offer respite homes; day/night services, consideration of Carver; CUP, respite care, educational, virtual school; not in school, or waiting on enrollment, Bldg. not in use; house, new non-profit dream up community development corporation, benefit at large; job training skills, after school, summer programs, parenting, art, music, benefit community, help for self-sufficiency; asking for your consideration; to allow change use, children placed loving and foster home, give support needed; until unified with custodial families.

Lynn Dudley addressed comments from the Commission and stated there will be a second floor for the housing; preliminary plans; housing upstairs, children up to age 17; sometimes newborn from hospital, depends on the architect; square footage of the Bldg. and Planning & Zoning and Building will let me know how many we can house.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the first case.

Commissioner O'Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT.

Commission O’Kelley stated he would like to modify motion to include the industrial notice of surrounding area and to include the language offices.

Commissioner O’Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT PERMIT to include the industrial notice of surrounding area and to include the language offices – CONDITIONAL USE Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT to include industrial notice of surrounding area and to include the language offices – CONDITIONAL USE PERMIT.

Chairman Sennett called for the second and third case under new business be brought forward.

2) PUBLIC HEARING CASE # SSCP-24-67 GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON**

**MONDAY, MAY 28TH, 2024 AND SECOND READING IS
TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin
Road Salon)

Melissa Medders, Planner utilized a power point presentation to demonstrate the area of the proposed site for the case.

Dan Miller introduced case number #SSCP-24-67 – Griffin Road Salon – Small Scale Comprehensive Plan and case number #SPUD-24-68 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, added other uses, not come back for another zoning, and went over PUD.

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

Dan Miller stated that the applicant wasn't able to attend the meeting today, due to health issues and Staff has met with the applicant several times and can answer any questions the Commission may have.

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

Chairman Sennett stated if the Commission have any questions from Staff.

Commissioners' and Dan Miller discussed medical allowed, set-up for hair; meet requirements, medical; Dan Miller stated yes anytime you change a use and wants to take into a salon; Bldg. requirements, salon turn into medical office; come back for change of use; occupancy, set of additional Bldg. Codes; meet, several uses under one Zoning category, Bldg.; different, comfortable with medical; enough room to accomplish that and meet conditional use permit, clarification of case number; Dan Miller stated for clarification purposes the case number should be SPUD-24-68; will get corrected.

Chairman Sennett stated if the Commission have any questions of Staff or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the second case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN
Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN.

3) PUBLIC HEARING CASE # SPUD-24-68 GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 28TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin Road Salon)

Chairman Sennett called for a vote on the third case.

Commissioner Marshall made a motion to APPROVE case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT
Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT.

Dan Miller stated for the remaining cases, they actually represent two separate requests, small scale comprehensive plan and zoning; Staff requesting these cases be postponed, additional information, and traffic analysis; applicants understand, asking to postpone to a date certain to avoid readvertising.

Chairman Sennett called for the fourth and fifth case under new business be brought forward.

4) **PUBLIC HEARING CASE # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY AND CITY OF LEESBURG LOW DENSITY RESIDENTIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett entertained a motion to postpone case #SSCP-24-73, and then the voting took place.

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to POSTPONE case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for a vote on the fifth case.

5) **PUBLIC HEARING CASE # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) AND CITY OF LEESBURG R-1 (LOW DENSITY RESIDENTIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SPUD)
(POSTPONED TO MAY 23, 2024 MEETING)

Commissioner Bowersox made a motion to POSTPONE case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Chairman Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes

Seven yeas, no nays, the Planning Commission postpone case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT.

Chairman Sennett called for the sixth and seventh case under new business be brought forward.

6) PUBLIC HEARING CASE # SSCP-24-87 – POE STREET RESIDENTIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the sixth case.

Commissioner O’Kelley made a motion to POSTPONE case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

7) PUBLIC HEARING CASE # PUD-24-88 – POE STREET RESIDENTIAL

– PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT) AND CFD (COMMUNITY FACILITY DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street PUD) (POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the seventh case.

Vice-Chairman Sanders made a motion to POSTPONE case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes

Seven yeas, no nays, the Planning Commission postpone case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEMS

Dan Miller stated for to the Commission tentatively, on May 13, Staff will be making a presentation to the City Commission regarding the Comprehensive Plan, as what it is, or how it works. We encourage you to attend or watch on Lakefront TV/You Tube, and will do with the Planning Commission as well. Chairman Sennett stated if Staff can do it at the same time with Sunshine Law.

Commissioner Bowersox asked about an update on Lee School. Dan Miller stated Code Enforcement stated the owner has 120 days to get the Bldg. demo, fence placed around

Bldg., and he received complaint from church folks about the lost parking space; Bldg. coming down within time period. Commissioner O’Kelley stated the proposed demo/construction, allowed 8 town house units; apartments going in there. Dan Miller stated the Historic Board in March voted to allow demo with no conditions. Chairman Sennett stated to have units closer to road; ask for Variance, Bldg.; outside, parking/recreation; inside. Commissioner Bowersox stated 4 or 5 story apartments, negative impact; not a Planning win. Dan Miller stated South Bldg. equivalent to 3 floors, sits backs; compromise, suggest setbacks near church; Perkins parking inside, overshadow church Bldg.; good design. Chairman Sennett wants Dan Miller to bring recommendations up to the developer. Commissioner O’Kelley stated some concepts proposed before; water retention areas, 1 or 2 entrances; interior parking, one corner; open parking. Chairman Sennett stated to have the Bldg. on two corners; other side parking in middle.

ANNOUNCEMENTS

N/A

Chairman Sennett entertained a motion to adjourn.

ADJOURNMENT

Meeting was adjourned at 5:18 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: May 28, 2024

From: Dan Miller

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.434 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a salon use for a property generally located south of Griffin Road and east of County Road 468, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida. (Griffin Road Salon SPUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for personal service (salon) uses.

Analysis:

The project site is approximately 0.434 +/- acres, and is generally located south of Griffin Road and east of County Road 468 as shown on the attached maps. At this time, the property used as a single family residential unit. The proposal will allow for personal services such as a salon. The existing land uses surrounding the property are residential, vacant commercial and residential, Lake County BCC, and City of Leesburg. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 18, 2024 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Existing development on this site will create a small positive fiscal impact on the City of Leesburg, in the form of utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SALON USE FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. (GRIFFIN ROAD SALON SPUD)

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

Section 1.

Based upon the petition of Lushonda Bernard, Petitioner, on behalf of Osmond N Bernard Life Estate, Owner, for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

Legal Description - 2927 Griffin Road, Leesburg, FL 34748

Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof, recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.

**GRIFFIN ROAD SALON
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
Conditions of Development Agreement
April 18, 2024**

This Conditions of Planned Unit Development Agreement for an SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **the Osmond N Bernard Life Estate, PO Box 491714, Leesburg, Florida 34748, "Permittee" (Lushonda Bernard - Petitioner)** 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 Small Planned Unit Development (SPUD) zoning district to allow for a proposed salon on 0.434 acres and being generally located south of Griffin Road and east of County Road 468, 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 **Osmond N Bernard Life Estate, PO Box 491714, Leesburg, Florida 34748, "Permittee" (Lushonda Bernard - Petitioner)** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.
3. **LAND USE**

The above-described property, containing approximately 0.434 acres shall be used for salon/personal services development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Uses shall be those listed as permitted uses in the SPUD district as amended in this document and shall occupy the approximate area as shown on **Exhibit D, Conceptual Development Plan**.
2. Permitted uses shall be as follows:
 - a. Single Family Residence
 - b. Salon/personal services
 - c. Daycare
 - d. Physician/medical office
 - e. General office
 - f. Home health care
 - g. Any other similar uses which are considered accessory to permitted uses which do not adversely impact the adjoining properties due to traffic, noise, dust, etc.

B. Prohibited Uses

1. All other uses not specifically permitted by A.2 above.
- C. The project shall contain a salon on approximately 0.434 acres, as shown on **Exhibit D, Conceptual Development Plan**.
- D. The minimum development standards shall be those required for the C-1 (Neighborhood Commercial) zoning district except as amended by this agreement.
- E. Accessory structures shall have a minimum rear and side setback of five (5) feet.
- F. Impervious surface coverage shall not exceed fifty (50) percent.

4. **DESIGN/ARCHITECTURAL STANDARDS**

- A. New construction shall be subject to *Section 25-360 – Commercial architectural design standards*, City of Leesburg Code of Ordinances.
- B. Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.
- C. 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 **Exhibit F, Dark Sky Lighting (Acceptable Designs)**, attached hereto.

5. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

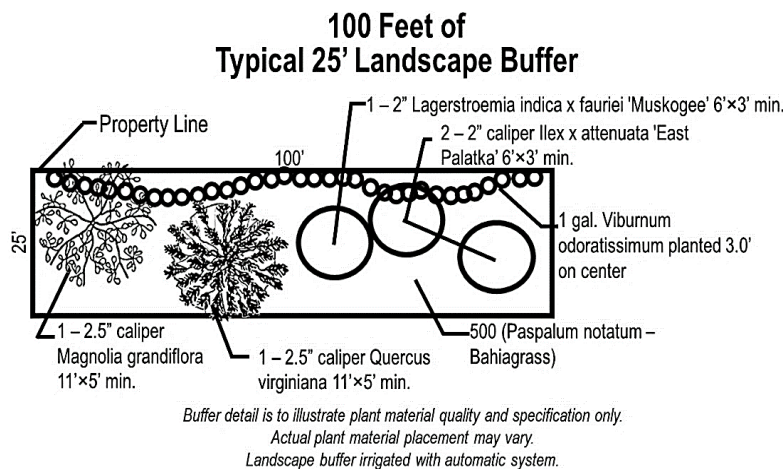
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

- B. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director, as long as the intent of the PUD and the Landscaping Code are maintained including consideration of existing natural vegetative buffers.
- C. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



5. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of one access point on Griffin Road, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan, Exhibit D**, as amended. All access points are conceptual and subject to Lake County review. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

- B. The applicant/developer may choose to provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway on Griffin Road. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- C. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

7. PARKING

Parking shall be designed and constructed to be consistent with the requirements of Sec. 25-357. - *Parking - Purpose*, City of Leesburg Code of Ordinances, to include handicap spaces and landscape islands.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. The Permittee shall provide necessary traffic and/or roadway improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary

infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

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

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S.

Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 25 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 map indicating the location of the 100-year flood plain.
- H. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- I. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. MAINTENANCE

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

14. 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 SPUD 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 one-hundred twenty (120) months after approval of this Small Unit Planned Development. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the SPUD approval or rezone the property to another appropriate zoning classification.

15. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small 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 Small 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 the Small Planned Unit Development Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans

and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. This Small Planned Unit Development 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.

16. LEVELS OF SERVICE

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.

A. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- B. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

- 1. There are no previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION
(provided by Applicant)

EXHIBIT B

Parcel ID# 21-19-24-0400-000-00200

Lot 2, Edgewood Park Subdivision Addition No. 4, according to the plat thereof,
recorded in Plat Book 13, Page 42, of the Public Records of Lake County, Florida.



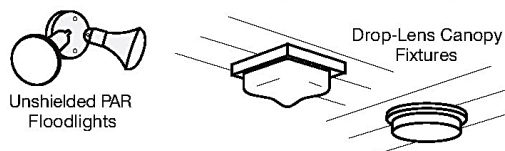
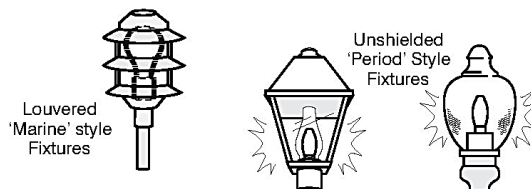
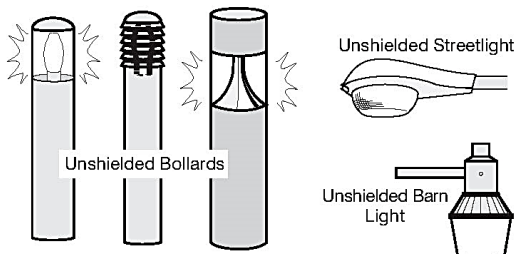
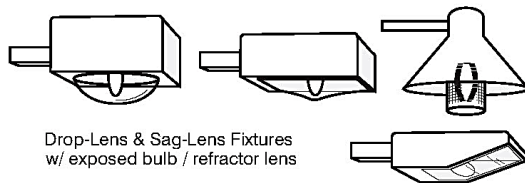
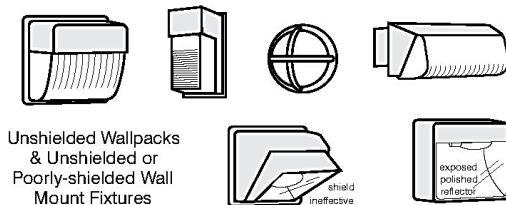
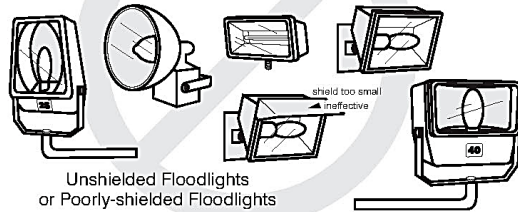




Examples of Acceptable / Unacceptable Lighting Fixtures

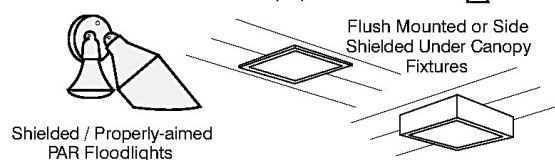
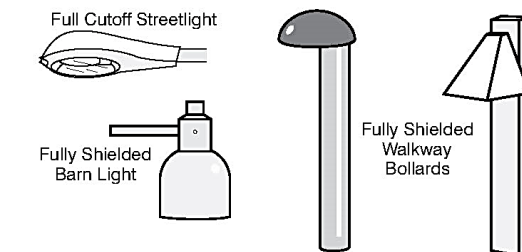
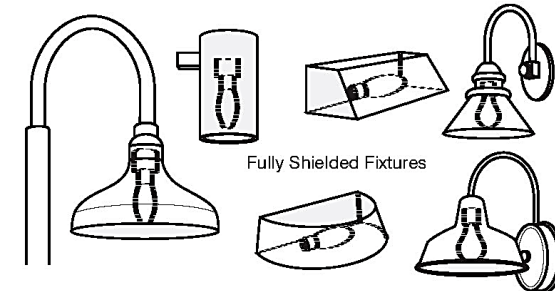
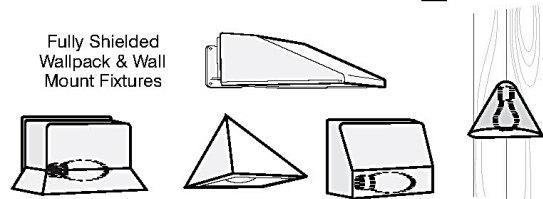
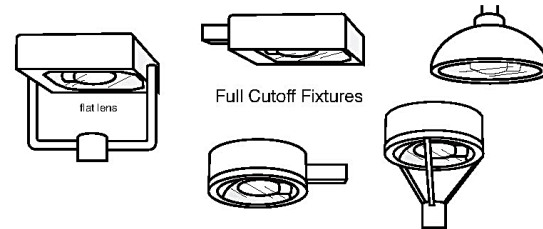
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission

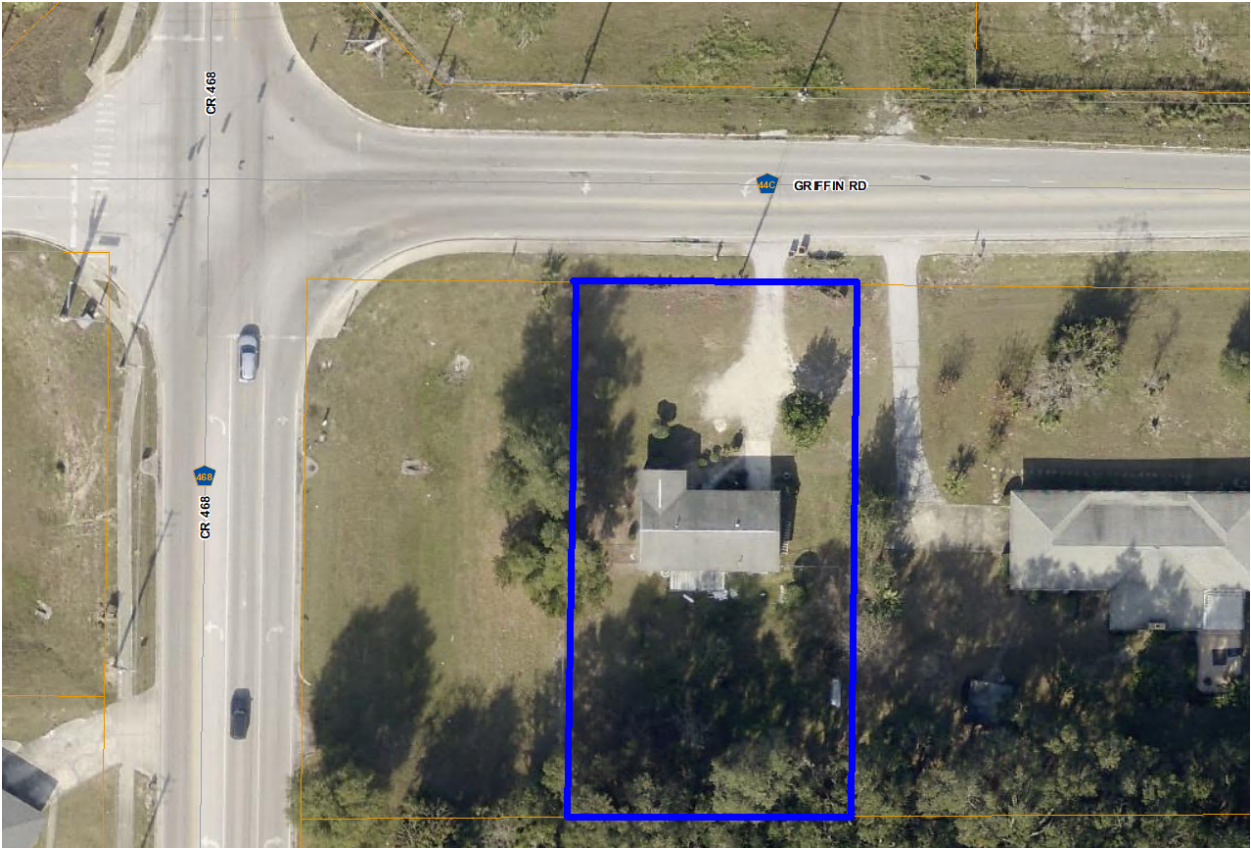
FENCING EXAMPLES

EXHIBIT G

Vinyl Fence Types



SITE PLAN



EXISTING FAÇADE





CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: April 18, 2024
OWNER: Osmond N Bernard Life Estate
PETITIONER: Osmond Bernard
PROJECT: Griffin Road Salon
REQUEST: Zoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.: SPUD-24-68

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional) and City of Leesburg SPUD (Small Planned Unit Development).
2. The proposed Future Land Use designation of City of Leesburg General Commercial is compatible with adjacent properties having Future Land Use designations of Lake County Urban High Density and City of Leesburg General Commercial.
3. The site is located near existing city utilities which are available at Griffin Road.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward this recommendation to the City Commission for consideration.

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

DATE: April 18, 2024
OWNER: Osmond N Bernard Life Estate
PETITIONER: Osmond Bernard
PROJECT: Griffin Road Salon
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban High Density to City of Leesburg General Commercial; Zoning from Lake County RP (Residential Professional) to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-24-66; SSCP-24-67; SPUD-24-68

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 04/12/2024.

FIRE

No comments from Leesburg Fire Department. – Amanda Stevenson 04/10/2024.

ELECTRIC

Electric has no objections. – Steve Davis 03/28/2024.

GAS

No Comment for Gas Dept. – Wayne Williams 03/28/2024.

GIS

GIS has no comments. – Nicholas Tota 03/28/2024.

BUILDING

No comments received as of 04/12/2024.

PUBLIC WORKS

Public Works has no issues with this request. – Clifford Kelsey 03/28/2024.

ADDRESSING

No comments received as of 04/12/2024.

ECONOMIC DEVELOPMENT

No comments received as of 04/12/2024.

HOUSING AND REDEVELOPMENT

No comments. – Sandra Wilson 03/28/2024

LAKE COUNTY PUBLIC WORKS

No comments received as of 04/12/2024.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the Griffin Road Salon project. – Helen LaValley
04/03/2024

PUBLIC RESPONSES

Approval

1

Disapproval

No comments received as of 04/12/2024.

Notice of Appearance filed:

No comments received as of 04/12/2024.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 04/12/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 04/12/2024.

PUBLIC COMMENTS (UNDECIDED)

No comments received as of 04/12/2024.

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

DATE: April 18, 2024
OWNER: Osmond N Bernard Life Estate
PETITIONER: Osmond Bernard, on behalf of Osmond N Bernard Life Estate
PROJECT: 2927 Griffin Road Salon
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban High Density to City of Leesburg General Commercial; Zoning from Lake County RP (Residential Professional) to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-24-66; SSCP-24-67; SPUD-24-68

GENERAL LOCATION: South of Griffin Road and East of County Road 468.

FUTURE LAND USE DESIGNATION: Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North	–	Lake County Urban High Density; City of Leesburg General Commercial
South	–	Lake County Urban High Density; City of Leesburg High Density Residential
East	–	Lake County Urban High Density
West	–	Lake County Urban High Density; City of Leesburg Institutional; High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North	–	Lake County R-7 (Mixed Residential District); RP (Residential Professional); A (Agriculture); City of Leesburg PUD (Planned Unit Development)
South	–	Lake County RP (Residential Professional); City of Leesburg R-2 (Medium Density Residential); R-3 (High Density Residential)
East	–	Lake County RP (Residential Professional); Lake County R-7 (Mixed Residential District)
West	–	Lake County RP (Residential Professional); MP (Planned Industrial District); City of Leesburg R-2 (Medium Density Residential); P (Public)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:

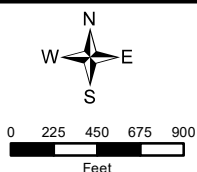
North	–	Vacant Commercial; Vacant Residential; Residential
South	–	Vacant Residential
East	–	Residential
West	–	Residential; Lake County BCC; City of Leesburg

PROPOSED LAND USE: Salon (Commercial)

Locator

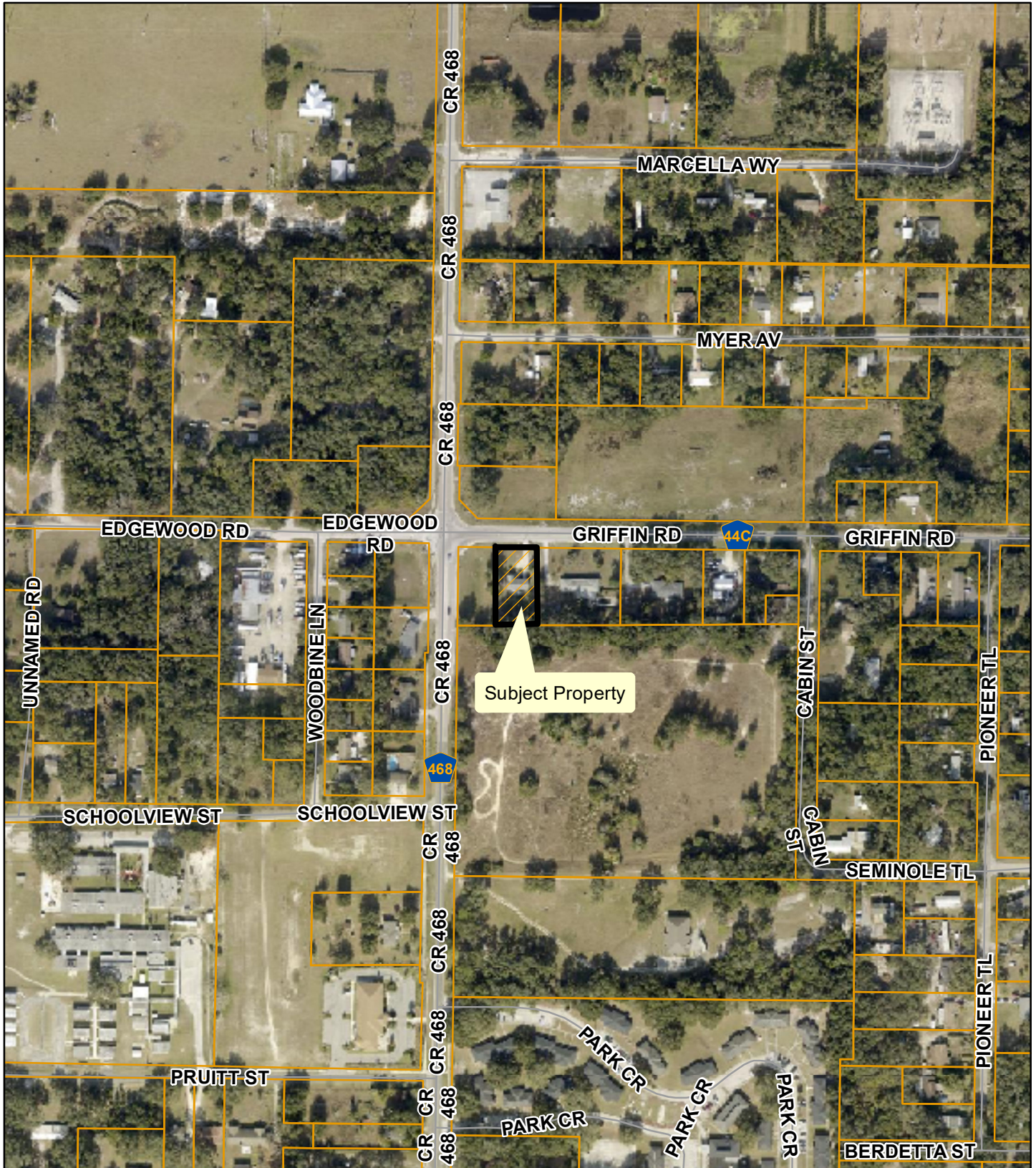


**Planning
& Zoning
Division**

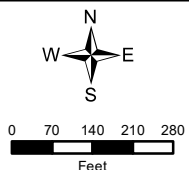


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-XX; SSCP-24-XX; RZ-24-XX
AK#: 1452317
February 23, 2024

Aerial

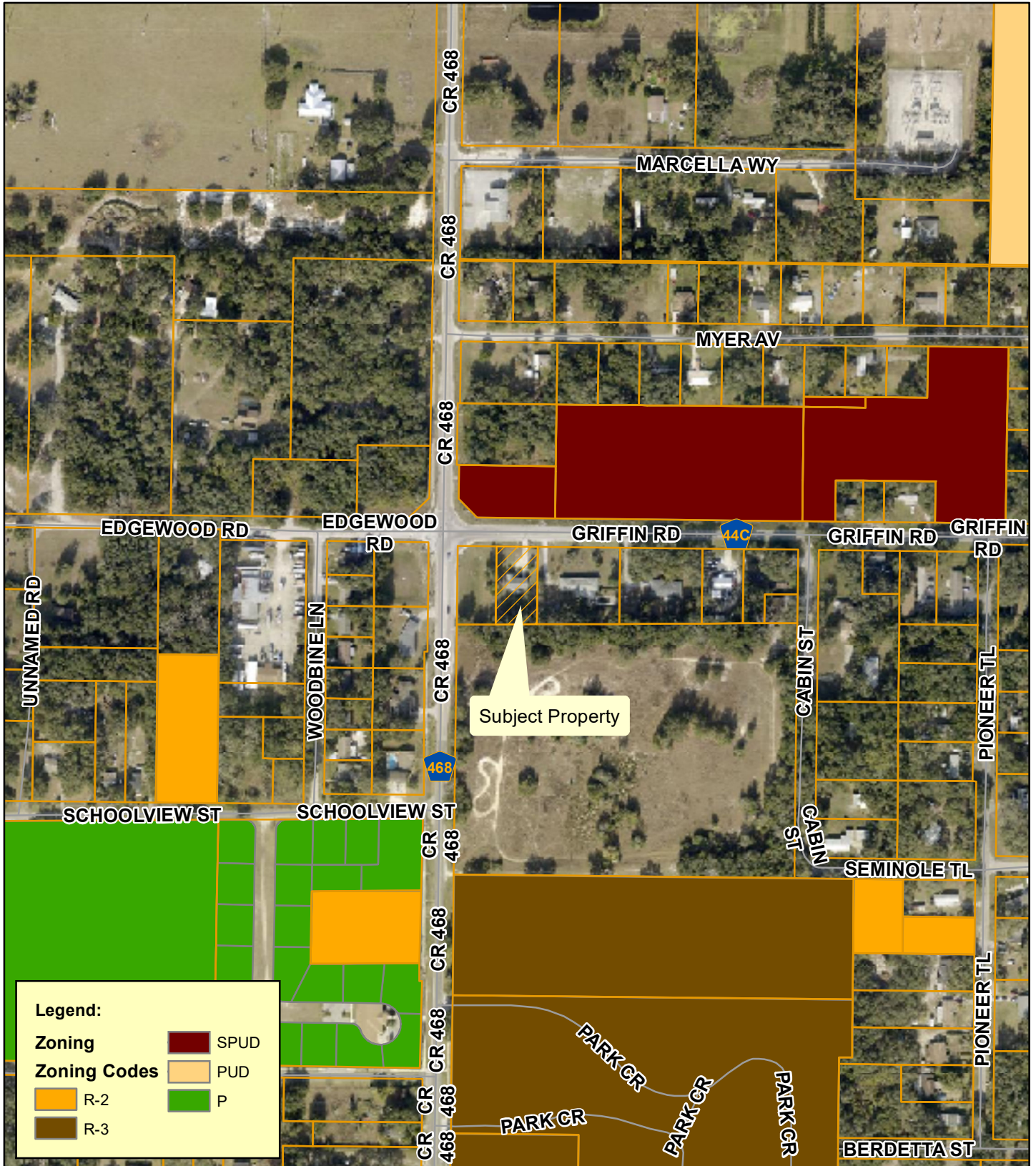


**Planning
& Zoning
Division**

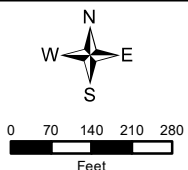


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Zoning

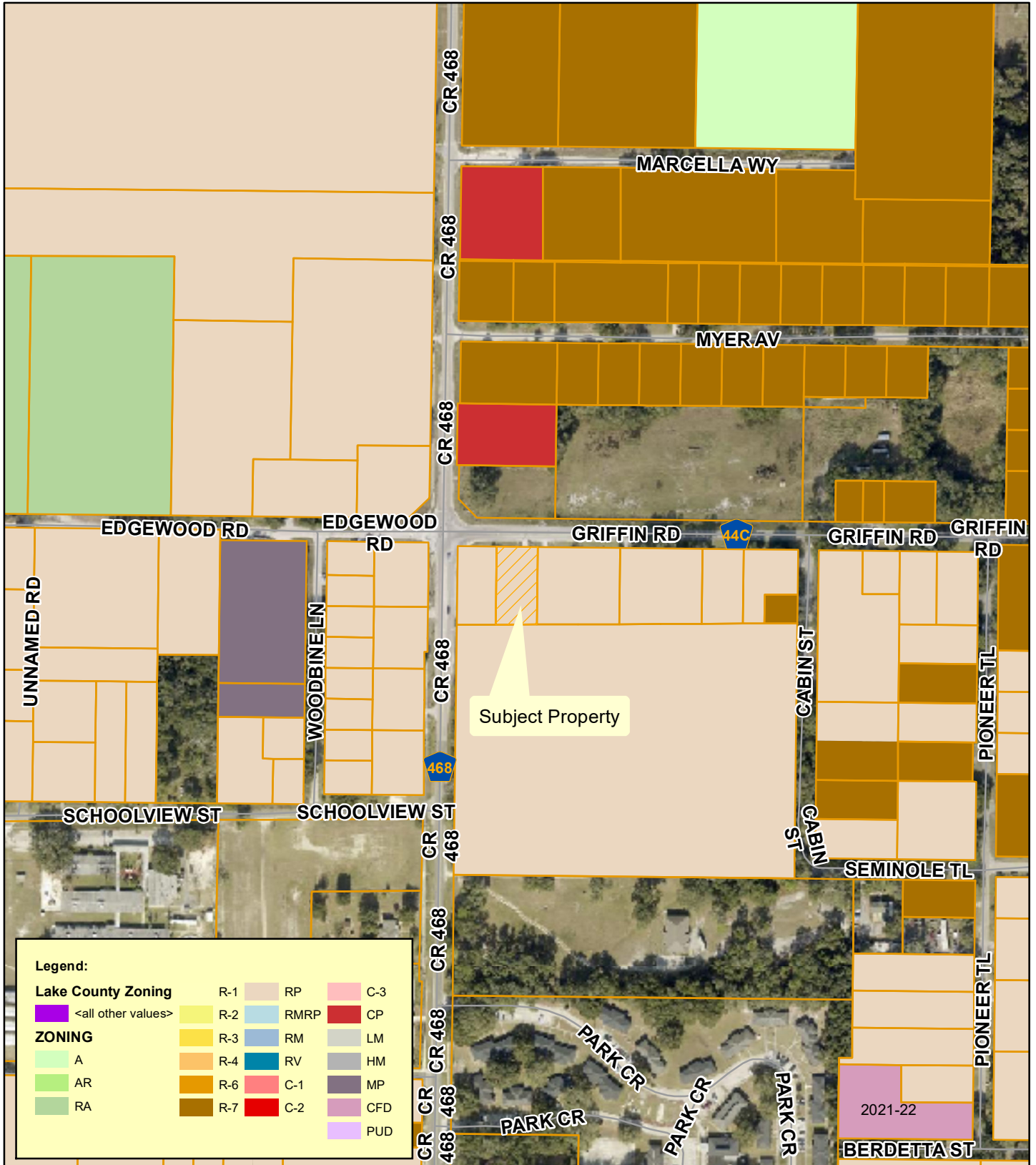


**Planning
& Zoning
Division**

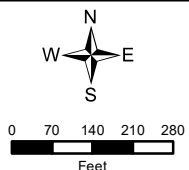


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Lake County Zoning

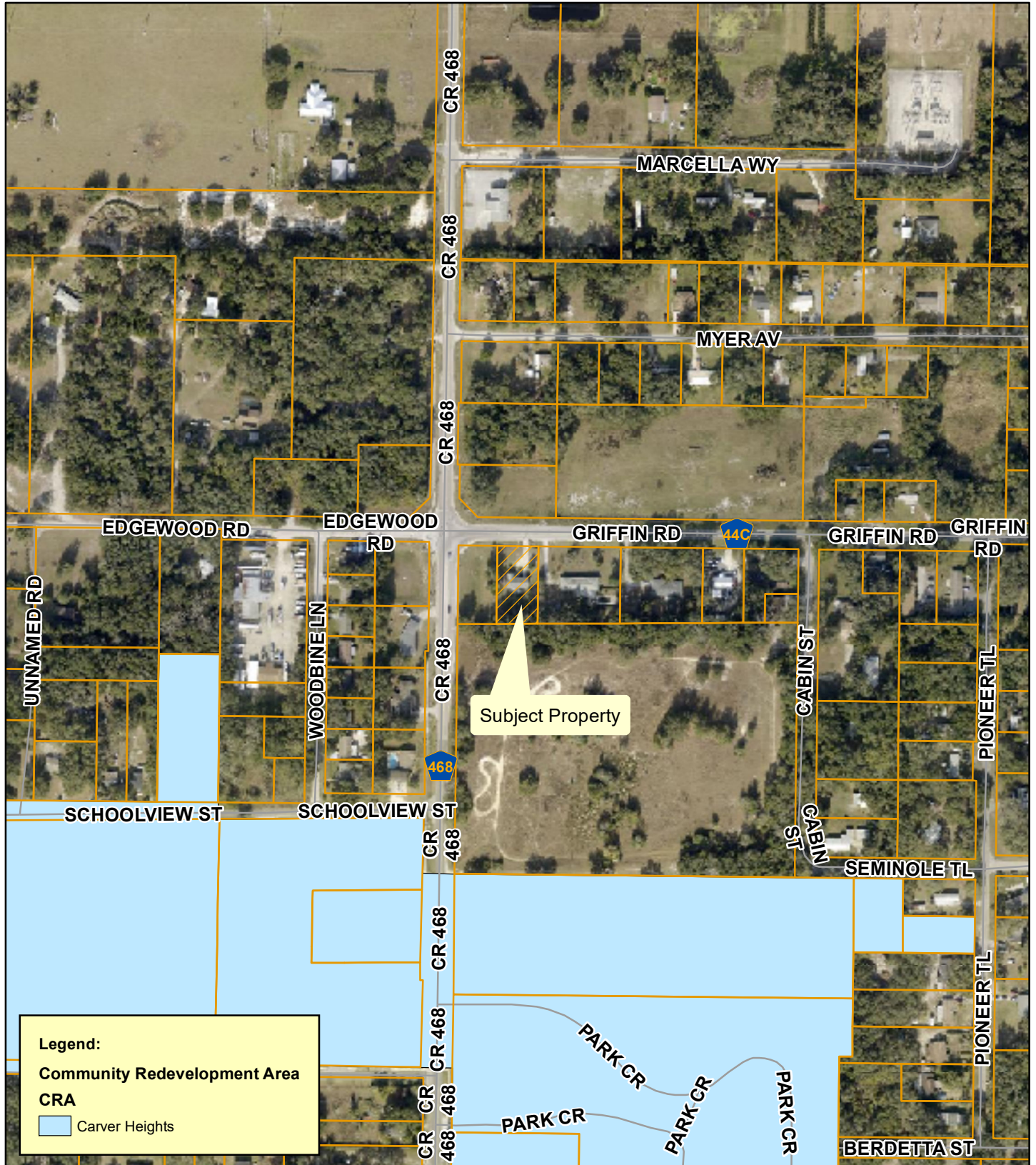


**Planning
& Zoning
Division**

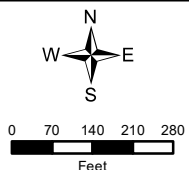


Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024

Community Redevelopment Area



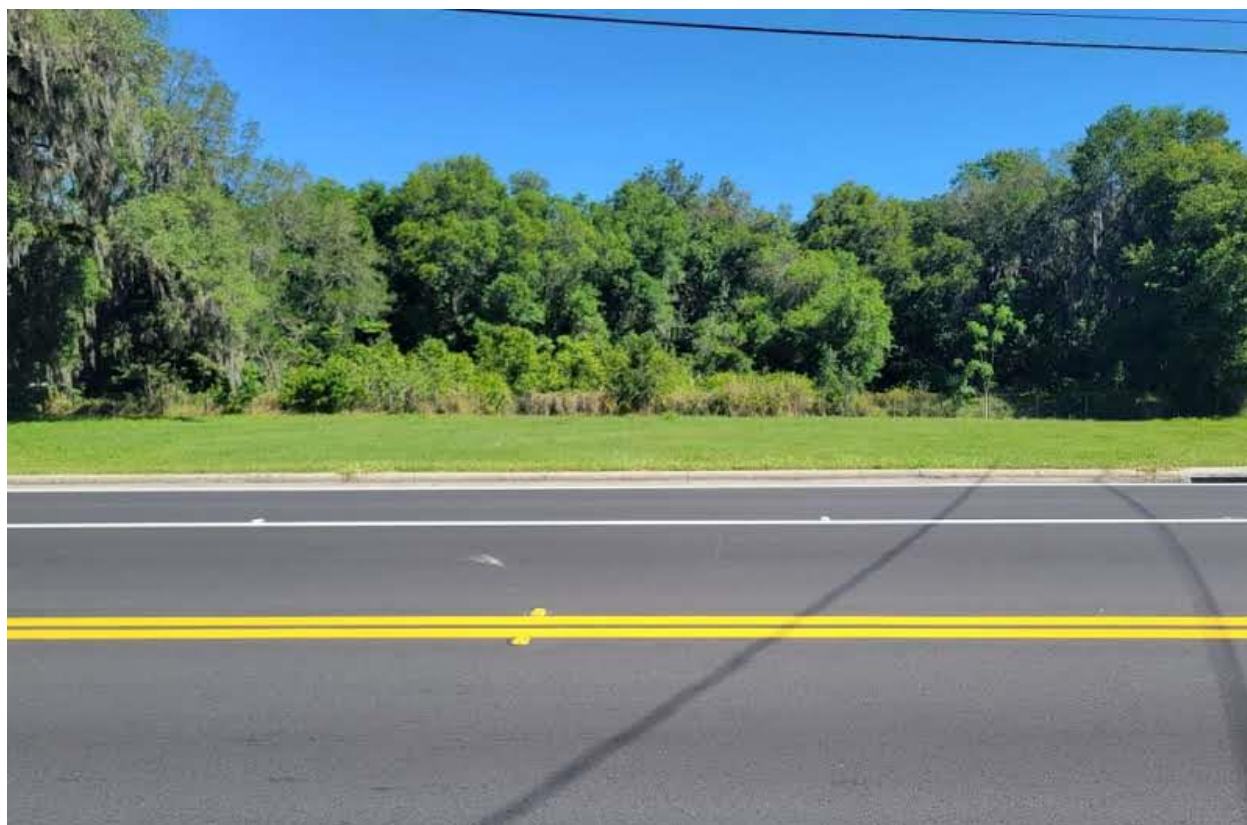
**Planning
& Zoning
Division**



Griffin Road Salon
2927 Griffin Road, Leesburg, FL 34748
ANNX-24-66; SSCP-24-67; SPUD-24-68
AK#: 1452317
February 23, 2024



Closeup of Sign Facing towards Subject Project on Griffin Road



Looking North across Griffin Road from Subject Property



Looking East along Griffin Road



Looking South onto Subject Property from Griffin Road



Looking West along Griffin Road



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 18TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 18th, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

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

The following Commission members were absent:

Ze’ Shieca Carter
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Christine Rock, Senior Planner, and Melissa Medders, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 21ST, 2024.

Commissioner Bowersox moved to APPROVE the minutes from the March 21st, 2024 meeting. Vice-Chairman Sanders SECONDED the motion, which PASSED by a vote of 6-0.

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

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

NEW BUSINESS

**1) PUBLIC HEARING CASE # CUP-24-35 CARVER DRIVE #1 PROJECT -
CONDITIONAL USE PERMIT**

A REQUEST FOR A CONDITIONAL USE PERMIT FOR A DAYCARE, RESPITE, AND EDUCATIONAL FACILITY IN THE INDUSTRIAL FUTURE LAND USE DISTRICT ON 0.75 +/- ACRES GENERALLY LOCATED NORTH OF CARVER DRIVE AND EAST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FINAL DECISION IS BY THE PLANNING COMMISSION) (Carver Drive #1 Project)

Dan Miller introduced case number #CUP-24-35 – Carver Drive #1 Project – Conditional Use Permit into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, types of uses, and stated been working with applicant on different projects; daycare; special needs children, work with State of Florida; cases of abuse; place to stay; given foster home; help with situation, went over Exhibit B samples, and examples of lighting fixtures.

Melissa Medders, Planner utilized a power point presentation to demonstrate the area of the proposed site for the cases.

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

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

Chairman Sennett if the Commission have any question of Staff.

Commissioners' and Dan Miller discussed understood the zoning/surrounding; no complaints on industrial; done; Dan Miller replied we can add notice in CUP, property is located in an industrial area; kids safe, add condition; done in (PUD) Planned Unit Development zoning; add notice requirement; zoned M-1 and possible industrial use in the area, age group; children, plan of Bldg.; looks like school, sleeping arrangement; about how many children, okay with non-profit; Dan Miller stated okay to request a vote to add the word office; fine with office; vote to bring subject matter back up; Attorney Jennifer Cotch stated make new motion; add language about notice of surrounding industrial.

Lynn Dudley at 2106 Butler Street Leesburg, Florida and stated our agency have been in existence for over 24 years; not new to area, support individuals; unique abilities, operate 5 group homes, licensed under agency with persons with disability, partnered with foster agencies; overflow of neglected/abused children; with or without disabilities, transportation; for central region; include 5 counties, outside area, offer respite homes; day/night services, consideration of Carver; CUP, respite care, educational, virtual school; not in school, or waiting on enrollment, Bldg. not in use; house, new non-profit dream up community development corporation, benefit at large; job training skills, after school, summer programs, parenting, art, music, benefit community, help for self-sufficiency; asking for your consideration; to allow change use, children placed loving and foster home, give support needed; until unified with custodial families.

Lynn Dudley addressed comments from the Commission and stated there will be a second floor for the housing; preliminary plans; housing upstairs, children up to age 17; sometimes newborn from hospital, depends on the architect; square footage of the Bldg. and Planning & Zoning and Building will let me know how many we can house.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the first case.

Commissioner O'Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT – CONDITIONAL USE PERMIT.

Commission O’Kelley stated he would like to modify motion to include the industrial notice of surrounding area and to include the language offices.

Commissioner O’Kelley made a motion to APPROVE case # CUP-24-35 – CARVER DRIVE #1 PROJECT PERMIT to include the industrial notice of surrounding area and to include the language offices – CONDITIONAL USE Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-24-35 – CARVER DRIVE #1 PROJECT to include industrial notice of surrounding area and to include the language offices – CONDITIONAL USE PERMIT.

Chairman Sennett called for the second and third case under new business be brought forward.

2) PUBLIC HEARING CASE # SSCP-24-67 GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON**

**MONDAY, MAY 28TH, 2024 AND SECOND READING IS
TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin
Road Salon)

Melissa Medders, Planner utilized a power point presentation to demonstrate the area of the proposed site for the case.

Dan Miller introduced case number #SSCP-24-67 – Griffin Road Salon – Small Scale Comprehensive Plan and case number #SPUD-24-68 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, added other uses, not come back for another zoning, and went over PUD.

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

Dan Miller stated that the applicant wasn't able to attend the meeting today, due to health issues and Staff has met with the applicant several times and can answer any questions the Commission may have.

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

Chairman Sennett stated if the Commission have any questions from Staff.

Commissioners' and Dan Miller discussed medical allowed, set-up for hair; meet requirements, medical; Dan Miller stated yes anytime you change a use and wants to take into a salon; Bldg. requirements, salon turn into medical office; come back for change of use; occupancy, set of additional Bldg. Codes; meet, several uses under one Zoning category, Bldg.; different, comfortable with medical; enough room to accomplish that and meet conditional use permit, clarification of case number; Dan Miller stated for clarification purposes the case number should be SPUD-24-68; will get corrected.

Chairman Sennett stated if the Commission have any questions of Staff or if anyone in the Public would like to speak on the case.

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

Chairman Sennett called for a vote on the second case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN
Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-24-67 – GRIFFIN ROAD SALON – SMALL SCALE COMPREHENSIVE PLAN.

3) PUBLIC HEARING CASE # SPUD-24-68 GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.434 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF GRIFFIN ROAD AND EAST OF COUNTY ROAD 468, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 28TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10TH, 2024)** (Griffin Road Salon)

Chairman Sennett called for a vote on the third case.

Commissioner Marshall made a motion to APPROVE case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT
Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-24-68 – GRIFFIN ROAD SALON – PLANNED UNIT DEVELOPMENT.

Dan Miller stated for the remaining cases, they actually represent two separate requests, small scale comprehensive plan and zoning; Staff requesting these cases be postponed, additional information, and traffic analysis; applicants understand, asking to postpone to a date certain to avoid readvertising.

Chairman Sennett called for the fourth and fifth case under new business be brought forward.

4) **PUBLIC HEARING CASE # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY URBAN HIGH DENSITY AND CITY OF LEESBURG LOW DENSITY RESIDENTIAL TO CITY OF LEESBURG INDUSTRIAL, FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett entertained a motion to postpone case #SSCP-24-73, and then the voting took place.

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to POSTPONE case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Marshall SECONDED the motion.

The roll call vote was:

Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-73 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for a vote on the fifth case.

5) **PUBLIC HEARING CASE # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX – SMALL PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 2.33 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) AND CITY OF LEESBURG R-1 (LOW DENSITY RESIDENTIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13TH, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 24TH, 2024)** (Thomas-Montclair Ind. Flex SPUD)
(POSTPONED TO MAY 23, 2024 MEETING)

Commissioner Bowersox made a motion to POSTPONE case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Chairman Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes

Seven yeas, no nays, the Planning Commission postpone case # SPUD-24-74 – THOMAS-MONTCLAIR INDUSTRIAL FLEX to the May 23, 2024 Planning Commission meeting – SMALL PLANNED UNIT DEVELOPMENT.

Chairman Sennett called for the sixth and seventh case under new business be brought forward.

6) PUBLIC HEARING CASE # SSCP-24-87 – POE STREET RESIDENTIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street SSCP) **(POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the sixth case.

Commissioner O’Kelley made a motion to POSTPONE case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes

Seven yeas, no nays, the Planning Commission postpone case # SSCP-24-87 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

7) PUBLIC HEARING CASE # PUD-24-88 – POE STREET RESIDENTIAL

– PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT) AND CFD (COMMUNITY FACILITY DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, AS LEGALLY DESCRIBED IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 13, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 10, 2024) (Poe Street PUD) (POSTPONED TO MAY 23, 2024 MEETING)**

Chairman Sennett called for a vote on the seventh case.

Vice-Chairman Sanders made a motion to POSTPONE case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Simeone	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes

Seven yeas, no nays, the Planning Commission postpone case # PUD-24-88 – POE STREET RESIDENTIAL to the May 23, 2024 Planning Commission meeting – PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEMS

Dan Miller stated for to the Commission tentatively, on May 13, Staff will be making a presentation to the City Commission regarding the Comprehensive Plan, as what it is, or how it works. We encourage you to attend or watch on Lakefront TV/You Tube, and will do with the Planning Commission as well. Chairman Sennett stated if Staff can do it at the same time with Sunshine Law.

Commissioner Bowersox asked about an update on Lee School. Dan Miller stated Code Enforcement stated the owner has 120 days to get the Bldg. demo, fence placed around

Bldg., and he received complaint from church folks about the lost parking space; Bldg. coming down within time period. Commissioner O’Kelley stated the proposed demo/construction, allowed 8 town house units; apartments going in there. Dan Miller stated the Historic Board in March voted to allow demo with no conditions. Chairman Sennett stated to have units closer to road; ask for Variance, Bldg.; outside, parking/recreation; inside. Commissioner Bowersox stated 4 or 5 story apartments, negative impact; not a Planning win. Dan Miller stated South Bldg. equivalent to 3 floors, sits backs; compromise, suggest setbacks near church; Perkins parking inside, overshadow church Bldg.; good design. Chairman Sennett wants Dan Miller to bring recommendations up to the developer. Commissioner O’Kelley stated some concepts proposed before; water retention areas, 1 or 2 entrances; interior parking, one corner; open parking. Chairman Sennett stated to have the Bldg. on two corners; other side parking in middle.

ANNOUNCEMENTS

N/A

Chairman Sennett entertained a motion to adjourn.

ADJOURNMENT

Meeting was adjourned at 5:18 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: May 28, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida extending the Electric Meter Connection Deadline pursuant to the charges in Aid to Construction Agreement with Venetian Isles Developers, LLC.; and providing an effective date.

Staff Recommendation:

Consider the extension request pursuant to Section 25-474(f) of the Leesburg City Code.

Analysis:

Pursuant to Section 474 of the City Code, the City Commission governs the execution of a development agreements for the extension of electric services. As part of that process, the Electric Department enters into agreements with developers when developers are to share costs associated with extending the electric distribution system.

On June 1, 2020, an agreement was executed between the City and Venetian Isles Developers, LLC. This was an agreement where electric services were provided for the proposed PUD, which sought to construct the hotel, commercial sites, an ALF and an apartment complex off of Dixie Avenue. The agreement called for a deposit in the amount of \$230,418, which was provided to the City in the form of a surety bond. The bond would be released if the developer completed the development within 4 years, with an expected 27 new utility customers (release of deposits is the total amount divided by customer hook-up, so that would be a return of \$8,534 per meter). Once the bond was received, the Electric Department installed the required infrastructure, which cost approximately \$875,000. To date, the developer has not connected the required customer base and the bond is now callable.

A meeting with the developer has been scheduled for Friday, May 24. However, the standing instruction is to call the bond. While the City Attorney is working to collect the owed deposit, the Developer is seeking an extension, which, by section 25-474(f) can only be issued by the City Commission. Therefore, the Commission meeting for May 28 is time sensitive.

Procurement Analysis:

Options:

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, EXTENDING THE ELECTRIC METER CONNECTION DEADLINE PURSUANT TO THE CHARGES IN AID TO CONSTRUCTION AGREEMENT WITH VENETIAN ISLES DEVELOPERS, LLC AND PROVIDING AN EFFECTIVE DATE.

WHEREAS on June 1, 2020 the City Commission and Venetian Isle Developers, LLC (hereafter referred to as the **DEVELOPERS**) entered into a **Charges In Aid to Construction (CAIC) Agreement**, and

WHEREAS the **CAIC Agreement** required the **DEVELOPERS** to install 27 electric meters for anticipated new electric customers by June 1, 2024 and post a deposit in the form of surety bond in the amount of \$230,418, and

WHEREAS to date, only 1 customer has been connected and in order to prevent the calling of the surety bond and pursuant to Section 25-474(f) a formal extension is required.

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

THAT the City Commission will extend the connection deadline to June 1, 2026 provided that the Developers post a renewed surety bond acceptable to the City or cash in the amount of \$221,884, by June 14, 2024; and

THAT should the **DEVELOPERS** not complete the project by connecting all 26 customers, the deposit will be lost as provided in the original **CAIC Agreement**.

THAT all other terms and conditions in the original **CAIC Agreement** and attached hereto, will remain in full force and effect.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of May 2024.

James A. Burry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Developer: Venetian Isle Developers, LLC
12950 Race Track Road
Tampa, Fl 33626

RE: Venetian Isle

Venetian Isle Developers, LLC, the Developer of
Venetian Isle, has requested the City of Leesburg
Electric Department to design the electric distribution facilities for the above-mentioned project.
The project is located in Leesburg, Lake County, Florida. This development
has been reviewed and approved by Leesburg.

The developer will be charged according to the City of Leesburg ("City") Municipal Code
Sec. 25-474. Installation of electric distribution facilities. An estimated cost of installation of
both underground and overhead distribution facilities has been created by the City Electric
Department. This cost is for the installation of primary and secondary electric distribution facilities
only and does not include service conductors or services to individual homes. These are typically
charged a flat fee on a per service basis up to 100'. The contractor will be responsible for the
installation of non-residential services to the point of service determined by the City. The
developer's letter of agreement (attached to this letter) explains the costs to the developer.

The City Electric Department requires utility easements to be dedicated in the final plat of
subdivisions, or granted to the City prior to installation of electric utilities. Please refer to **Sec 25-450, Utility easements** in the Code of Ordinances.

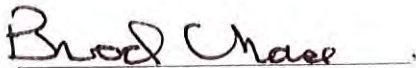
The City Electric Department requires that all areas are to be at or near final grade before
installation of any electric utilities. All property corners and lot lines shall be staked prior to
installation. The developer will maintain proper clearances from all electric facilities. All road
crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be
installed by pit and mole or directional bore (City Electric Department will determine the method
selected), and the developer shall bear the total cost. These and any other additional costs shall be
paid before the electric distribution facilities are energized. The developer will be responsible for
any compaction required due to the installation of electric facilities.

The developer can choose to install the conduit supplied by the City Electric Department, following the City installation guidelines. The developer may receive a credit against the cost of the installation of the underground electric distribution facilities, not to exceed the estimated cost, if the developer chooses to install the conduit. The conduit shall be inspected by an employee of the City Electric Department prior to backfilling the trench. All conduits covered before this inspection is accomplished shall be uncovered by the developer at his cost and the developer shall be charged a return fee. All conduits shall have a pull string installed to insure the continuity of the conduit. Any conduits found to be plugged or damaged at the time wire is scheduled to be pulled in shall be cleared and / or repaired at the cost of the developer.

The final service locations are indicated on the subdivision drawing included with this letter. Any deviations from this plan or the designated service locations shall incur additional charges, which shall be borne by the developer. These charges shall include all material, labor and other expenses incurred by the City Electric Department as a result of the deviation. It will be the developer's responsibility to contact an Electric Service Planner at the City Electric Department to "spot" all new service locations. The City Electric Department's "Service Requirements" booklet is available online at *LeesburgFlorida.Gov*

A pre-construction meeting will be scheduled by the developer with the City Electric Service Planner who is assigned to the project, the City Electric Superintendent or his designee, the City Contract Supervisor, and representatives of the developer. Contact will be made by the developer with the City Electric Superintendent to schedule all work. The developer shall be responsible for coordination between the various trades, contractors, and utilities working on the project to insure a minimum amount of re-work, corrective actions, and delays. The City Electric Superintendent can be reached at 352-728-9786, extension 2011.

Sincerely,



Brad Chase, Electric Director



Al Minner, City Manager

Appendix 1-Design Information

Subdivision Information _____ Residential single family homes, _____ Town Homes, _____ Condos, _____ Duplexes _____ Apartment units in _____ buildings, _____ Commercial Lots, _____ 27 Commercial Units in _____ 27 Buildings
Residential Units are : ☐ Total Electric ☐ Electric and Gas Electric Appliances will include: ☐ Range/oven ☐ Heat ☐ Hot Water Heater ☐ Clothes Drier ☐ Pool Heater The average AC size is _____ ton. The average electrical service is _____ amps. The average square foot of Residential house is _____ Sq. Ft.
Lift station ☐ Yes ☒ No Voltage _____. Size of Motors _____ Horsepower, Service Size will be _____ Amps
Additional Services Gateway/Entrance feature ☐ Yes ☐ No - If Yes, Service size _____ Amps Qty. _____ Irrigation Meters ☐ Yes ☐ No - If Yes, Service size _____ Amps Qty. _____ Clubhouse or Rec. room ☐ Yes ☐ No - If Yes, Service size _____ Amps Voltage _____ Pool ☐ Yes ☐ No - If Yes, Service size _____ Amps This is for the PUD only. This does not included infrastructure to the individual _____ buildings. _____ _____ _____



City of Leesburg Electric Department
Developer's Agreement

Developer: Venetian Isle Developers, LLC
Address 12950 Race Track Road
City/State/zip: Tampa, Fl 33626

COL Work order # 1263589 Date 05/21/2020

The above-mentioned developer has requested the City of Leesburg ("CITY") Electric Department to design and install underground electric distribution facilities in the development "Venetian Isle".

The estimated cost of installing overhead electric distribution facilities is \$ 230,418.00.
The estimated cost of installing underground electric distribution facilities is \$ 395,716.00.
The estimated cost of installing underground electric distribution facilities with the developer's contractor installing the conduit is \$ 349,171.00.

The estimated costs for Charges in Aid to Construction (CIAC) for the extension of lines and or for the electric feeds for rental lights in the subdivision is \$ 94,200.00. This is a non-refundable cost. The developer will provide a cashier's check for that amount.

In accordance with Sec.25-474 of the Municipal Code, the developer will be responsible for the cost difference between the overhead electric distribution facilities and the underground electric distribution facilities, if there is one. There will be 27 new meters within this

development. The developer will receive a credit per meter based on the per meter cost of the overhead electric distribution facilities. As permanent service is connected and a normal flow of electric energy is registered and accumulates 1,850 kWh per meter. This per meter charge will

be refunded or credited back up to 4 years from the date of acceptance of this agreement. The acceptance of this agreement must be within 90 days of the date above.

See the next pages for the options for payment to install electric infrastructure in the subdivision.



Option #4 ☒ Bond or Letter of Credit Option, Developer installing Conduit

The Developer has elected to install the conduit at his expense, and receive a credit on said installation.

\$ 230,418.00, is the estimated cost of the overhead distribution facilities.

\$ 349,171.00, is the estimated cost of the underground distribution facilities, minus the cost of installation of the conduit. The difference between the overhead distribution and underground distribution is \$ 118,753.00. This amount is non-refundable. The cost of the overhead distribution will be refunded at the rate of \$ 8,534.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. At the end of the four year period, a claim will be placed on the Letter of Credit or Bond for any meters that have not been installed, or reached the 1,850 kWh usage as required. The developer can choose to pay the amount due, or have it collected from the bond or letter of credit.

\$ 94,200.00 is due for Charges in Aid to Construction (CIAC) for line extensions or installation of electric feeds for rental lights. This is not refundable.

The contractor will provide a cashier's check in the full amount of \$ 212,953.00, (difference in OH to UG plus any CIAC that is due) made out to the City of Leesburg. This is non-refundable. This money will need to be paid at the time this agreement is signed.

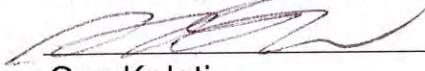
The contractor will provide a letter of credit or surety bond in the amount of \$ 230,418.00, (Underground minus the cost of installation) made out to the City of Leesburg. This bond or letter of credit shall be in force prior to the start of any work.



The Developer has chosen Option # 4 from above.

Developer:

The undersigned have full authority to act on behalf of the developer.

, _____
Gus Kaloti _____ Manager Date 06/01/20
_____, _____
_____, _____ Date _____



Utility Surety Bond

Bond #GM-202983

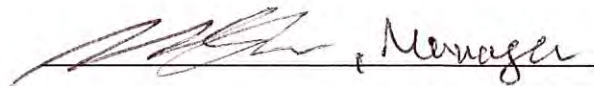
We, Venetian Isle Developers, LLC, of the City of Tampa, County of Hillsborough, and State of Florida, as Principal, and Great Midwest Insurance Company, as Surety duly qualified and authorized under the laws of the State of Florida to act as sole surety on bonds or undertakings within the State of Florida, do hereby acknowledge our joint and several indebtedness to the CITY OF LEESBURG, FLORIDA (hereinafter referred to as the "CITY", in the penal sum of \$230,418.00 for the payment of which sum we hereby obligate and bind ourselves and our respective legal representatives, successors and assigns, jointly and severally.

The condition of this obligation is that:

1. Principal has applied to the City for provision of electric utility services to the subdivision named Venetian Isle, which is owned, occupied or controlled by Principal and located in the City of Leesburg Electric Department's Electric Service Territory in Lake County, Florida. The subdivision has been approved by City of Leesburg.
2. Pursuant to 25.474(b). of the Code of Ordinances of the City, Principal is required to put up a deposit in the amount of \$ 230,418.00 as condition of receiving the requested utility services, which is the estimated cost to install the overhead electric to feed the above named subdivision. 25.474(b). permits Principal to put up this bond in lieu of a cash deposit.
3. This bond is conditioned on the prompt and faithful payment by Principal, when due, of all charges levied by the City against Principal for the installation of Electric Utility Services as described in the Developer's Agreement, Dated 05/21/2020. If Principal shall promptly and timely pay all sums due and owing for such Electric Utility Service, then this Bond and the obligations created hereby shall be null and void, otherwise it shall remain in full force and effect. It is intended by all parties that this Bond be applied and interpreted to comply fully with requirements of 25.474(b).of the City's Code of Ordinances.
4. Liability of the issuer of this Bond will be reduced by the amount determined in the Developer's Agreement for any meters permanently installed with normal flow of electricity (1,850 combined kwh) pursuant to the Code of Ordinance's, 25.474(b).

5. If the City brings suit to collect on this Bond, then in addition to any amounts recovered hereunder, the City shall also be entitled to recover all reasonable attorney's fees and court costs incurred, whether at trial, on appeal, or in any proceedings to collect any judgement or proceedings in bankruptcy or insolvency.

Signed and sealed this 12th day June of 2020



Manager

Principal: Venetian Isle Developers, LLC





Surety: Great Midwest Insurance Company

by:



Bonnie Robbins, Attorney In Fact

POWER OF ATTORNEY

GM- 202983

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Barry Page, Taylor Pollock, Bonnie Robbins

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.



GREAT MIDWEST INSURANCE COMPANY

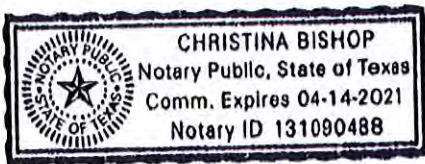
BY _____

A handwritten signature in blue ink, appearing to read "Peter B. Smith".

Peter B. Smith
President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

A handwritten signature in blue ink, appearing to read "Christina Bishop".

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 12th Day of June, 2020.



BY _____

A handwritten signature in blue ink, appearing to read "Leslie K. Shaunty".

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.