AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 10, 2024 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. <u>Employee Service Award Recognitions:</u>

Five Years: Curtis Black, Building; Shawna Blunt, Customer Service; Skyler Kirby, Water Distribution; and Tiffanie Morris, Building
Ten Years: Denise Adkins, Customer Service; and Mike Andrews, IT
Fifteen Years: Shannon Walsh, Police
Twenty Years: Patrick Henry, Building
Twenty-Five Years: Claude Allen, Electric Distribution; and Brian Andreichuk, Athletic Fields

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 28, 2024**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Odyssey Manufacturing Company for the construction, upgrade and maintenance of the Main Water Treatment Plant and a fluoride system; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Site Work, LLC., for the construction, upgrade and maintenance of the Center Street Storm Water Project; and providing an effective date.**

C. RESOLUTIONS:

1. **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, Tierra Vista, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Tierra Vista fka Aguia Property)**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and James Landing Holdings, LLC, regarding natural gas service to the development known as James Landing, Phase 1; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Vetta Pre School, LLC regarding natural gas service to the development known as Sunnyside Oaks; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement FM No. 454745-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Preliminary Environmental Assessment for the Northeast Quadrant of the Leesburg International Airport; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for professional services at the Leesburg International Airport, for a Preliminary Environmental Assessment of the Northeast Quadrant of the Airport, and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for the Groves at Whitemarsh, Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 35 and 36, Township 20 South, Range 24 East and Sections 1 and 2, Township 21 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Groves at Whitemarsh Phase 1 Plat)**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, rescinding the development order approved by Resolution 8758 on December 14, 2009, for a Development of Regional Impact (DRI) on property known as Secret Promise; and providing an effective date. (Sec Prom DRI Recission)**

2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 79.2 +/- acres; and being generally located west of the Florida Turnpike and south of County Road 470, lying in Section 18, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (VOWL 6th SP ANNX)**

3. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 4,192.5 +/- acres of property from Leesburg Conservation, SP Mixed Use, Institutional, Industry and Technology Commerce Park, and Lake County Regional Office to Age Restricted Development for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and delete the Secret Promise DRI policies found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through**

1.14.1.6; and to amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues; and to amend Future Land Use Policy 1.1.1 to add Commercial Centers to the list of non-residential centers permitted a 3.0 FAR; and providing an effective date. (VOWL 6th SP LSCP)

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4,192.5 +/- acres from City C-3 (Highway Commercial), M-1 (Industrial), R-1-A (Single Family Residential), PUD (Planned Unit Development), and Lake County HM (Highway Industrial) to City ARD (Age Restricted Development) for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 6th SP RZ)**

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

6. **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)

7. **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.**

8. **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.**

9. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 47.68 +/- acres; and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Mar-Jo Pines Sharp Properties ANNX)**

10. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 47.68 +/- acres from Lake County Rural Transition to City Estate Residential, for a property**

generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines Windmill Sharp Properties SSCP)

11. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 147.40 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Sections 25, 36, and 30, Township 20 South, Ranges 24 and 25 East, Lake County, Florida; and providing an effective date. (PUD Mar-Jo Pines Windmill Sharp Properties)**

12. **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)**

13. **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)**

14. **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)**

15. **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 Error)**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 15, Article I, Section 15-16, entitled 'Sexual Offenders', to encompass amendments to Section 775.215, Florida Statutes; providing for severability; providing for conflicts; and providing for an effective date.**

2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.93 +/- acres; and being generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date (Thomas-Montclair Industrial Flex ANNX).**

3. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 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, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, and providing an effective date. (Thomas-Montclair Industrial Flex SSCP)**

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on 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) to allow for 19,884 +/- square feet of indoor industrial flex space for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Thomas-Montclair Industrial Flex SPUD)**

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.7 +/- acres from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), for a property generally located north of County Road 48 and west of US Highway 27, as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida, and providing an effective date. (CR 48 Brightleaf Residential PUD)**

6. **An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan Future Land Use Element to establish the Sunnyside Estates Objective and Policies, previously set forth in Resolution 7158, and known as the Sunnyside Task Force Study Report, for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East; and providing an effective date.**

7. **An Ordinance of the City Of Leesburg, Florida amending Part II, Chapter 25 of the Municipal Code, adding Section 25-269 (3) Future Land Use Districts; and providing an effective date. (SS Ordinance Amendment Chapter 25 - Zoning)**

8. **An Ordinance of the City of Leesburg, Florida amending the Comprehensive Plan Future Land Use Map by redesignating the future land use designation of certain property from Low Density Residential, High Density Residential, and Estate Residential to Sunnyside Estates (SE) for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East; and providing an effective date. (Sunnyside Estates Comprehensive Plan FLU Map Amendment)**

9. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49.12 +/- acres, and being generally located north of Poe Street and south of County Road 473, lying in Section 02, 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. (ANNX Poe Road Subdivision)**

10. **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 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, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Poe Road Subdivision)**

11. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49.12 +/- acres from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (PUD Poe Road Subdivision)**

C. NON-ROUTINE ITEMS

1. Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2024; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida, endeavoring, in good faith, to relocate the Lake County Express Transfer Station from the Lake Sumter State College Campus to the Lake Square Mall in Leesburg, Florida; and providing an effective date.

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

A. Bikefest 2024 Update

10. ROLL CALL:

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

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

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

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Tuesday, May 28, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 6:15 p.m. with the following members present:

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

Commissioner Alan Reisman was absent. Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

The invocation and the pledge of allegiance were previously performed at the Carver Heights/Montclair Area Community Redevelopment Agency meeting held prior to this meeting.

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

2. PROCLAMATIONS:

A. LGBTQIA+ Pride Month

Mayor Burry read a proclamation proclaiming the month of June 2024 as LGBTQIA+ Pride Month. He encouraged everyone to reflect on the ways we can all live together through mutual consideration, respect, and understanding. A member of the LGBTQIA+ community received the proclamation.

3. PRESENTATIONS:

A. Chief of Police Badging Ceremony - Joe Iozzi

Mayor Burry stated before they began with the new Chief of Police badging ceremony for Joe Iozzi, he wanted to read a statement from the press release. Chief Iozzi served as Bureau Commander for

Uniformed Services, Special Services and Investigation. He has provided dedicated service to the citizens of Leesburg since 1994. He holds a Bachelor of Arts in Criminal Justice Administration from Columbia College. He has completed the FBI National Academy's 281st session through the Southern Police Institute's 127th Administrative Officers course at the University of Louisville and the Florida Police Chiefs Association Future Chief's Seminar. He has been a commanding officer since 2014. He has provided direct supervision and management in personnel matters, department training, department planning, training policy creation, budgeting and general department related functions. He has demonstrated the importance of direct leadership with accessibility and accountability to all citizens. His belief in community oriented policing has successfully developed cohesive relationships with citizens, business owners, elected officials, and community stakeholders throughout his career. He has a diverse understanding of policing concepts, critical to all community-driven objectives. Chief Iozzi welcomes the opportunity to lead the men and women of the Leesburg Police Department as Chief of Police and his nearly three decades of living and working in Leesburg make him uniquely qualified to be the leader for this position. He asked the city clerk to swear-in Joe Iozzi. **CC Purvis** swore Joe Iozzi in as the new Chief of Police. **Joe Iozzi's wife Christine** pinned him with his new Chief of Police badge.

Police Chief (PC) Iozzi stated he was truly humbled. He had received many calls and texts over the past week. There had been so many people reaching out, and he was truly humbled by the experience. He sincerely appreciated everybody. He thanked everyone for being there to help celebrate this special moment in his life. He greatly appreciated it. He thanked the city commission, mayor, and the city manager for trusting him with the responsibility of this position. He promised he would not let them down. To his family he thanked them for the thirty years of love, support and sacrifice. To all the elected officials that came to witness this, whether they were local, state, or federal officials, he could not have been more humbled by having everyone in attendance. To all the police chiefs and officers from around the county, this was very special, and he was truly humbled, and he greatly appreciated everyone. Last but not least to the men and women of the Leesburg Police Department, he was truly privileged and honored to serve with each one of them. He promised to continue to move the department in a positive direction.

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

John Christian of 903 CR 468 said he was the chairperson of the Community Development Corporation. He also brought a few other board members with him. When he first mentioned this to the city manager, he was told that a lot of other people were working on this too, and he did not want to belittle anyone. However, he wanted to recognize one of Leesburg's finest employees, Samantha Isom. He wanted to recognize her for her distinguished and devoted service to the community in 2024. Ms. Isom has a unique connection with the CDC because, when they built Heritage Estate, she was one of the first homeowners. She purchased her home through Homes in Partnership with the help of the CDC. Samantha works very hard for the City of Leesburg in inclement weather, whether it be hot or cold. When they prepared for the Betty Stevens-Coney dedication, he called the public works department and code enforcement because the property surrounding it was terrible. Leesburg sent their finest, Ms. Isom led her crew and on several occasions she jumped on equipment to make the property look good. That morning, they had the superintendent of schools and many local principles. She showed up with her crew and blew off the road to make sure that Leesburg was represented well. It goes on to the Resource Center, which is another property that is maintained in the City of Leesburg. They wanted to recognize before the commission and the citizens of Leesburg that they had a jewel, Samantha Isom. There are so many other employees who should be recognized, but the CDC saw something very special in Ms. Isom. They wanted to give her a plaque in recognition. He presented the plaque to the city manager to give to her as she was unable to attned.

C. Comp Plan Update

Planning and Zoning Director (PZD) Dan Miller said he would cover three items in the comprehensive plan. He wanted to talk about what it was and where they are with it. He would also speak about population numbers and some changes needed to the planned unit developments and land development regulations. He said at the top of the slides is a series of questions which he would answer throughout the process. The first question a lot of people will have is what a comprehensive plan is and, keeping the word blueprint in mind, you will understand what it is. A blueprint implements the city's vision for the future. It is often cited as the comprehensive plan, the growth management plan, and the master plan. It asks where we are as a city, where we want to be and how we want to get there. It guides the development actions through a 10, 20, and 30-year period. Depending on what the time period for the plan is, and ours would be twenty years. Generally, they are updated every ten years. They are based on US Census Data, and Florida statutes. They hold the full force and effect of law. The purpose of a comp plan can be confusing because they pull it right out of the statutes. It provides the principles, guidelines, standards and strategies for an orderly and balanced future development of the economic, social, physical, environmental and physical development of an area. When explaining what a comp plan is and what it does, it has fourteen topics that are essential to the efficient and appropriate growth, development and management of a city. A comp plan consists of state-mandated topics and future land use is the one they would be most familiar with. Housing, potable water (where we get it from and where it goes), sanitary sewer, and drainage, where it goes. There is solid waste, conservation, recreation and a number of different topics that help map out the plan for the future of a city. How do they coordinate a comp plan? They have to work with a lot of different agencies. They have to coordinate with everyone. There are concerns about water, wildlife and schools and if there are enough police and fire. They hear that over and over.

That is why he wanted to show the list because they were talking about local, regional, and state agencies. From every department in the city, including Lake County, they have to deal with their planning, public works and the school board. They deal with the Metropolitan Planning Organization (MPO) of Lake and Sumter County, the East Florida Regional Planning Council and the Florida Department of Commerce, which is the state's land planning agency. They also deal with the Department of Transportation, Environmental Protection, St John's and the Navy. All the comp plan amendments and rezoning's they see go all over the state in an effort to coordinate. His staff uses the comp plan as the guiding document for the overall development of the city. That is important because it is their guiding document for things they bring to the commission for recommendation. Often, he makes recommendations, whether for approval or denial, which may not be how he feels personally about it, but because it is based on the comp plan. They have to recommend the actions based on the comp plan map or text amendment. They also have to make periodic adjustments or changes to the comp plan for all the elements. It may be individual or for the entire comp plan which is the process they are going through now.

When looking at the revisions to the comp plan, there is a future element and a land use element, which they will be bringing one forward on June 10th, the Sunnyside Estate's future land use map and text amendments. These are the map and text amendments that will implement the Sunnyside Study that was not implemented back in 2004/2005. They also implemented The Villages of West Lake's future land use. They created that future land use category and zoning category. That is in there, and it is expanding. They will see the Orange Bend future land use too, so there are some new future land use categories being added to the comp plan. They have the Bugg Springs Impact Overlay which is in relationship with the Navy. With transportation; they always hear them talk about other jurisdictional rights of way. These are roads not under the city's jurisdiction. They are under the state and Lake County jurisdiction. They will

also include a map in the comp plan. They are looking at putting in a goal/objective policy that seeks what they call a rational nexus or a link between the collection of impact fees. In this case, there would be transportation impact fees and expenditures for where the funds are being expended. Are they being expended where the development is located? That is important to us as a city, and he knows they have discussed this before. The last element is a one-page element that was required by the state, and it is called the property rights element. It is required by the Florida Statues. They had to add it a couple of years ago, in September 2021, and we were the second city in Florida to have done that.

Referring to a slide, he said the comp plan would be coming before the commission soon. He wanted them to become familiar with it and how it works. He was sure they read it all the time, but the comprehensive plan is essentially a book that organizes some type of work. Comprehensive plans have elements and elements are essentially chapters of a book because they identify a topic. The next three items are linked to goals, objectives, and policies. Goals are the titles of a chapter because they state an idea or a vision. An objective is related to a paragraph because it clarifies the idea or vision and the policies are statements that describe day-to-day actions. The data in a comp plan is based on information that becomes facts and research and that is used to create goals, objectives, and policies.

Under the new comprehensive plan, they would talk about the data they gathered. Both staff and the consultants and that is the basis of every comprehensive plan. There is a ton of data that goes into it and that data consists of maps, figures, tables and text. Our current comprehensive plan is broken down with data. In the front are elements and the figures, maps, text, and the goals, objectives and policies are located in the back. The deputy director is the project manager on this particular project, and they felt the goals, objectives and policies should come first because they do not need to look at the data. They do, but the public does not. They need to see the goals and objectives to verify the direction of the city. They will be changing that to put it in the order of the elements, goals, objectives, and policies first with the appendix holding the data that includes maps, figures, and tables. He apologized because around 4:30 in the afternoon he realized he had not included a slide. He provided a picture of the draft cover for the new comprehensive plan which included a background which was an aerial map of the city and the front center has city hall. He then showed a sample of the new conservation element. Each element will be color coded across the top. It will include a symbol that corresponds to the conservation element. He wanted to show the tremendous amount of progress they had made on the comp plan. Referring to another slide, a sample goal objective and policy, they pulled one out of the current comp plan because they did not want to take anything and put it in writing for the new comp plan yet. Out of the recreation and open space element, they took one of the goals. The goal is an overall statement. It is a broad-based statement of the direction they want to go in. The City of Leesburg shall provide open and adequate open space, parks and recreation facilities to serve the needs of all residents of the city. He pointed to a fluffy cloudy part. They moved down to look at the natural resources, and they will need to maintain a comprehensive park and open space system to ensure the provision of open space, which utilizes the existing resources and that is consistent with the land and financial resources available. They have to work with the money they have and the land they have. Finally, the policy is where the rubber meets the road. The city should continue to investigate opportunities for public access and enjoyment of the waterfront. Improving bike, pedestrian and equestrian trail systems as well as open space opportunities are feasible. Recently, this commission has looked at opportunities for public access along the waterfront and along bike and pedestrian trails. We have not received anything for equestrians yet, but this commission has looked at those things. They are keeping up pretty well with policies on a day-to-day basis. City staff wanted the new document to be less bureaucratic, less wonky, and they wanted it to be something easier to use so that the person on the street who comes into the office is not confused by it. The goals for the comp plan would be to simplify the overall language. We do not want it to look like it was written by attorneys. We want it to be understandable by the average person. By doing that, we are allowing clear and direct application of the goals, objectives, and policy. That would create a practical

usable document which will implement an overall vision for the day-to-day community development activities.

Referring to a slide, he asked about the difference between a comp plan and zoning. The keywords say a comprehensive plan (a blueprint) is for the future growth and development of the community. A comp plan divides land into future land use categories using the future land use map. There are only a few overall land uses; residential, commercial, industrial and open space. All development brought to the commission must be consistent with what the comp plan says pursuant to Chapter 163 of the Florida Statutes. They have to be consistent with that and the elements themselves. Zoning is the implementing device of the comprehensive plan. Zoning makes the comprehensive plan work. It is the legal authority that separates land uses. Zoning separates incompatible land uses. Zoning has to be consistent with the comprehensive plan, the future land use map, and Chapter 25, which is known as the zoning code or land development regulations.

Once this comes forward, they will take two separate actions. There is a water supply plan they are working on with the public works department. The water supply plan basically ensures consistency with the regional jurisdictional water use requirements, which is St. John's. They will amend the water supply plan and that will be adopted first. That consists of capital improvements, intergovernmental coordination, potable water, and conservation elements. Those four elements will come first for adoption. Following that, all the comprehensive plan elements will be adopted. There will be the same fourteen elements shown in future land use: housing, water, wastewater and so on.

In 2023, the contract began with the firm Calvin Giordano and Associates. From 2023 through 2024, they worked compiling data, meeting with city departments to recommend options to Calvin Giordano. This year the planning staff and CGA hosted some public workshops. There was one at the Venetian Center and another at the Resource Center to get citizen feedback. They also did some surveys on the city's website and that data received showed the areas of concern. Growth and transportation were the two biggest concerns in the feedback. They are working to prepare the elements and data that was compiled by the departments, staff and citizens. They will review the existing comp plan, updating goals, objectives and policies. They have almost completed the conservation element and several others are working on that at the same time. As mentioned, they are reorganizing the look and layout of the comp plan for ease of use. The next steps are to revise, compile and present. The language will be revised. They have compiled all the data. They are completing the goals, objectives and policies. After that, they will present that to the planning commission. Following that, it will be presented to the city commission for review and comment. The data gathering and review was kicked off in March 2023. From March until around September, they made the changes. It takes a ton of data and work to get this all put together. It will be presented to the planning commission around August and September. The city commission will see it for first reading around September. It will then be transmitted to DCA for comment and review. Once that comes back, they will schedule a second reading. They hope to have this completed by early 2025.

With the population, population and growth is clearly an issue. Florida has low taxes in relation to other states and coming from other states, people can truly recognize that. We have warm weather and attractions in Orlando with Disney and Universal. We also have low regulations in comparison to most other states. We have the beaches and plenty of other reasons why people want to move here. On the positive side, there will be increased economic activity, new businesses and new jobs. We will have an increased tax base for infrastructure and cultural opportunities. As we grow, the city and culture will expand. We will have a wider net to cast. One thing the city looked at was how to keep the youth home. That does not mean making them stay home, it means once they finish college they will want to come home and start their lives here. On the negative side, there will be increased population density. There

will be road congestion, increased commute times, and demands on infrastructure, water, wastewater, police and fire, gas and others things. Looking at the population growth of Leesburg. Around 2000, the population was around 16,000 and by the end of 2023 there were about 30,000 people. Essentially, we have doubled. The first twelve years of this century we averaged around two and a quarter annual growth. The next ten years, it increased to 4.2%, but overall it was about 4%. He showed some population facts comparing Lake County and Leesburg. He noted that Leesburg inclined to the same graph angle. In 2000, we had a 210,000 population in Lake County, and we continued to grow. In 2023, it essentially almost doubled. In Leesburg, we were at 16,000 in 2000 and in 2023 we were slightly under double. That was the same rate as Lake County. Lake County may be growing a little bit faster than Leesburg.

Referring to a traffic slide, he showed the intersection of two circles and for each person living and working in Lake County there is one person that lives and works in Lake County. The graph is rough, but he wanted to show the ratio. For every person who lives and works in Lake County, there is one person that works in Lake County, but lives outside of Lake County. The problem he saw was that for every two people, we have two people that live in Lake County but work outside of Lake County. That means that people are going outside of Lake County to work. They will have a longer commute on the roadways. The solution they prefer to see is one to one where more people are living and working in Lake County. Referring to the last slide, he wanted to bring them up-to-date on some PUD and land use changes they are working on.

In some of the recent PUDs, they have been adding a four-year sunset to all planned unit developments. Previously, it was ten years, and before that it was a straight four-year sunset clause. The difference here is that it will revert to the RE-1 zoning, which is one acre per unit. It is not one unit per acre. It will be one acre to put a single house on. If a developer comes in for a new PUD, and they do not act within four years, it will automatically revert to one acre per unit. They will have to come back before the commission with hat in hand. They added dark sky lighting to all the planned unit developments, and that will be added to the land development regulations. They implemented twenty-five foot landscape buffers, so when they put two residential PUDs side by side there would be a 50-foot buffer. That 50-foot buffer does a lot more than just buffer people from each other. It incorporates what they call wildlife quarters, and it allows for better drainage. There are a number of things that they do. They need to revise the mobile food vendor ordinance because the state came in and preempted them from requiring permits. They were writing letters of location compliance saying they can use the location, but the state came in and said they cannot require them to get a permit. They will bring some regulations there. They would also like to delete some excessive regulations where they are not needed. They have a regulation right now that requires a limited use permit for a drive-thru. The Chick-fil-A had to come in and get a limited use permit, and it is embarrassing for staff members to say they are required to get a $200 permit. They are required to post it and it is not necessary. They will be looking for commission support on that. They will add a conditional use permit for car washes because there are a bunch of car washes in town. Lastly, they will be bringing information forward to save historic structures outside the historic district. They would like to get a bonus density on certain structures located outside the historic district. We already have one in the historic district and a perfect example of that is 1502 High Street, which is the old women's college. There are some people very interested in refurbishing that structure. They would like to turn it into a useful facility. **Mayor Burry** asked if there were any questions. There were none.

4. PUBLIC COMMENTS:

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

Lay Brother Stephen Gerard Sidlovsky of 1109 West 8th Street, Lorraine, Ohio, came in and provided an update on becoming a personhood city. He stated that in order for the resolution/ordinance to be placed on the ballot for November, the information needed to be delivered to the Supervisor of Elections office by August 23rd. He encouraged all citizens and city staff to move in this new direction.

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

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held May 13, 2024

B. PURCHASING ITEMS:

None

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.

DENIED RESOLUTION 11,822

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.

ADOPTED RESOLUTION 11,823

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.**

ADOPTED RESOLUTION 11,824

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.**

ADOPTED RESOLUTION 11,825

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.**

ADOPTED RESOLUTION 11,826

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

ADOPTED RESOLUTION 11,827

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)**

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

Mayor Burry stated this item has been pulled from the agenda. There was an item that the Grace Key Grove CDD needed to iron out before moving forward with this. This item will be heard on July 22nd 2024, here in the commission chambers at 5:30 p.m.

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)

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

Mayor Burry asked if the current PUD was expiring. **PZD Miller** said yes. The PUD was originally adopted under Ordinance 16-40. There were 1,999 units approved and it was done under a unique design. There were some very small lots and motor court lots. Basically, they were very small lots and everyone had to park in the back. It had very small setbacks, which made it a unique design. Unfortunately, no developers were interested in completing the design. They now have a builder who has provided a new site plan. The old ordinance has expired, and they want to take it from 1,999 to 1,500. That would be a reduce in units by 25%. There is a variety of different units, from single family, apartments, and some live/work units along Highway 33. Live/work units mean you live upstairs and work downstairs. It could be used for retail or office use. If there were any questions, he would be happy to answer. Mr. Scott Glass of Shutts & Bowen was in attendance. **Mayor Burry** asked if the new PUD included dark sky lighting and trees. **PZD Miller** said yes. They would also add the four-year expiration. **Mayor Burry** said he would like to see that. **PZD Miller** said they would get that updated to be consistent. **Mayor Burry** said he did not see anything on the roads. Will the interior roads be built to the standards of Leesburg? **PZD Miller** answered yes, they will be constructed to city standards. The language requires all utilities to be built to city standards. **Mayor Burry** asked if there were further questions.

Commissioner Connell asked about the PUD being expired. **PZD Miller** answered that he believed it expired several years ago. **Commissioner Connell** asked if the new PUD was not approved would the zoning go back to one to one? **PZD Miller** replied that would only happen if the new PUD was approved and four years went by. Right now, they do not have that reverter clause in there. If the proposed PUD was approved, and they let it expire, it would then go to the one to one zoning. **Commissioner Connell** questioned the proposed PUD. If it was not approved, what would happen to the property? Will it stay vacant? **PZD Miller** responded the zoning would stay as it is now. They cannot do anything with it because it has expired. If they choose to deny it, the applicant would have to come back with a new design. It would have to be significantly redesigned. **Commissioner Connell** asked about access. Would it be off CR 33? **PZD Miller** said it would be off CR 33 and CR 48. **Commissioner Connell** stated those

are two-lane roads. **PZD Miller** mentioned that Lake County in their comments will require widening of the roads with the addition of turn lanes and signals. It would be anything normally required. **Commissioner Connell** mentioned they would be able to get in and out of the development, but that would not help the intersections. **PZD Miller** stated the intersections will be a long-term issue. **Commissioner Connell** remarked that the intersection of CR 33 and CR 48 is awful and there is nothing planned at the county level to address that intersection. **PZD Miller** agreed, but at this time he was not aware of anything to improve that intersection. **Commissioner Connell** said that intersection is absolutely terrible. There are no signal lights as far as turning. That intersection is terrible and to continue putting more development on that road is a bad idea. **PZD Miller** said he understood. **Commissioner Connell** pointed out that he understands this was first reading, but as he spoke before, we really need to look at development from here on out. We have a tremendous amount of lots that have already been approved in the city. He does not think we can continue to add more when the roads cannot keep up, the school system cannot keep up, and our infrastructure is not keeping up. We have to try to get the state's approval to pump more water and every couple years we have to look at adding capacity to our wastewater system. We really need to look at future development. **Mayor Burry** agreed and stated with the comp plan, that is what we are trying to accomplish. **Commissioner Connell** said he understands, but there are another thousand more units being proposed. **Mayor Burry** said the city had just been through a lengthy legal battle over a PUD on a piece of property, where the commission said no. We went through arbitration and all the steps. We lost because it was part of the comp plan. So, what is the difference between that and this piece of property? **Commissioner Connell** said the PUD is expired, so there is no PUD. **Mayor Burry** pointed out that the PUD on the other development was expired too, and we said no to the new PUD. **Commissioner Connell** remarked that they could come in and present a new PUD, but we do not have to go along with the density of that PUD. That is all rural property out there, and there should be acreage for units. **Mayor Burry** stated he understood, but his concern was that he did not want another developer suing the city when the current comp plan says they can do it. **Commissioner Connell** said they were not telling them they cannot develop. It's just too many units and the density is too high. **Mayor Burry** asked about the current comp plan for it. **PZD Miller** responded that the current comp plan is estate-residential or residential mixed use. Either way, it is four units an acre maximum. The current PUD as it sits has almost 2,000 units, which maxed out at four units an acre. The new PUD would bring it under three units per acre and this commission has approved PUD's under three. They stated they were comfortable with that level of density in the past. He respects the comments being made, and they have to understand the staff's perspective. The only way to get the roads widened is to put the houses in because taxpayers will be there. Houses are needed in order to widen the roads. As it sits now, that problem will sit there for the next twenty years because there are not enough houses. With no disrespect and not to disagree with what is being said, because he does understand he has to drive through that intersection daily. Until the density and number of houses are there, they will not widen the road. When development comes, they are required to widen the road along their boundary, which would be along CR 33 and CR 48. That will leave less for the county to do and less for the taxpayers down the road. He knows it is a difficult subject, and he respects what is being said, but that would be the staff opinion on it. **Commissioner Connell** said we do not have any control when the county decides to do anything. **Mayor Burry** agreed and the same goes for FDOT. **Commissioner Connell** stated our control device is to slow development down. That is the only mechanism we have. **Mayor Burry** said this was only the first reading. This is a new density of about 1,500. They would improve the roads at the entrances to the development, there would be trees in each yard and dark sky lighting. If the developer does not proceed with the development, the reverter clause will take it to one unit per acre after four years. **PZD Miller** pointed out that the second reading was scheduled for June 10th. **Commissioner Pederson** said he heard complaints about the intersection of CR 33 and CR 48. He would not ask the developer to completely redo it, but do we have a right to at least ask the developer to consider some turning lanes to help traffic flow? **PZD Miller** replied that he would need to check on that. He would contact Lake County, but if they contribute to the capacity of the roads, they are required to expand the

roadway adjacent to the property. In this case, there will be an impact at CR 33 and CR 48. Generally speaking, offsite roads are not something they can do from a legal standpoint. **Commissioner Pederson** said he knows it is not fair to try to put it on the developer. He just wanted to put that idea out because they all know about the complaints at that intersection. **PZD Miller** remarked that staff receives those complaints too, and he would check with Lake County and the city attorney.

Scott Glass of Shutts and Bowen, 300 South Orange Avenue, Orlando, said he was available to answer any questions. They have representatives for the development present too. They know it was their first reading, and they still have some things to work out. They had just received the traffic impact analysis submitted, and he was sure the staff would have some questions. He lives in West Orange County, and they have very crowded intersections and an incredible growth rate. They would be happy to work with the city attorney and staff. **Mayor Burry** asked if there were any other questions.

PZD Miller pointed out for clarification that he may have misspoken. This was the second ordinance on this property. They had another one before 2016. He could not see the expiration of it, but he was sure there was an expiration. He apologized for that, and he would go back and double check that to make sure they were correct. There was an ordinance previous to this one on the property and that was what he had in his mind. He said there are entitlements for 1,900, and it had to be built to those standards. He would go back and double check. He apologized for misspeaking. **Mayor Burry** asked for public comment.

George Waters of 3810 Westover Circle said he resides in Plantation. This proposal was not approved by the planning commission because of traffic. At that time, he thought it automatically reverted to the 1999 PUD because there was no expiration date. As noted, CR 33 is a mess, and it is becoming increasingly busy with hundreds of large trucks using it every day. The speed limit in that area is 55 MPH. The area he was referring to is at the west gate outside Plantation. It is right outside where the main entrance would be to this development. He did not know where the main entrance would be for sure. Manor Oaks Road comes right to where the entrance is. He suggested that if they move forward with this, they put a traffic signal there because that is the second-busiest gate for exits. Denham Village has four exits on CR 33 and one is just two tenths of a mile to the north of Manor Oaks Road. He suggested that it be reduced, down to three entrances and exits. If they need another one, it could be put on CR 48 somewhere because they are very close together. Given the other developments like Cedar Creek and the rest of them, there are going to be a lot of entrances and exits on a little two-lane highway. The city expects villagers to come downtown for food and entertainment, but the intersection of CR 48 and CR 33 is an absolute disaster. They are going to come down from The Villages and say they do not need to deal with this. They will turn around and go back to the island. We need to do something to help that intersection. Also, will the community be gated with gate guards? If so, that will mean a backup for people trying to turn into the development. Will kids be riding their bicycles on CR 33 to get over to the convenience store? That will pose another problem with a very narrow road that is so heavily trafficked. He is not in favor of this development. He prefers looking at the cows, but he knows development is coming. **Commissioner Pederson** commented that the city has no authority on red lights. **Mayor Burry** added that the city has no authority on red lights, and we do not have authority on the intersection of CR 33 and CR 48. That is an MPO issue. He encouraged everyone to attend the MPO meetings and let them know how bad it is, because that is the only way to get anything changed. Right now, this is not on their radar. This item will be held over until June 10th for the second reading.

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 Error)

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

Mayor Burry stated this was the first reading, and it will lay over until June 10th. He asked if there were any comments. There were none.

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 24 East, Lake County, Florida; Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date (Griffin Road Salon ANNX).**

Commissioner Pederson introduced the ordinances 6.B.3, 6.B.4, and 6.B.5 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this is half an acre located on the southeast corner of Griffin Road and Thomas Avenue. It is currently a house and over time they anticipate that corner going commercial. This is one step for the existing owner, Ms. Leona Bernard and her husband to take it from a single family house and turn it into a salon-type use. There is a PUD across the road on Griffin Road. This is the beginning of the commercialization of that corner. **Commissioner Berry** asked if he could point out where the residential starts from the corner? Is it to the left or right of CR 468 because she could not tell. **Commissioner Pederson** said it was on the east side. **Mayor Burry** clarified that it was on the southeast corner. **PZD Miller** said it is located one lot from the southeast corner. The southern corner is owned by Lake County for retention. Looking at an aerial map, he pointed out the highlighted area. There is one more lot to the left, which is a depression area owned by Lake County. **Commissioner Berry** asked if the goal was to develop the whole area on Griffin Road. Would the north side be all business? **PZD Miller** answered yes. They anticipate that happening overtime. They plan to leave the house as it sits. It will look like a house, but it will be used for a salon. The property across the street was rezoned into a small PUD a year or two ago for storage and office units. Not far from this is Tara Oaks, so this makes a very good commercial corner to serve the neighborhoods in the area. It will happen eventually, but not overnight. They added a number of things to the PUD and if she owns it for five years and wants to sell it, there will be other possible uses for the land. It will not require a rezoning. **Mayor Burry** asked if there were any other questions. There were none. He stated this would lay over.

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.**

ADOPTED RESOLUTION 11,828

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

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated Section 25.474 governs how we make development agreements in the electric department. We entered into an agreement on June 1, 2020, with the Venetian Isles Developers. Per the agreement, they were required to make certain improvements, including a hotel and other different commercial sites. It included about twenty-seven buildings, and they were required to build them pursuant to the development agreement. Pursuant to the agreement, they were required to put up a surety bond in the amount of $230,000. To date, the electric department has spent about $870,000 readying the Venetian Isles PUD, and only one meter has been spent. So, pursuant to that agreement they have not lived up to the expectations of the development agreement. The city is now in the position to call the surety bond. The code he referenced requires the commission to make the determination of whether to extend the development agreement or call the bond. The staff recommendation is to call the bond. They met with Dr. Hussein on Friday, and he is here today to provide further information. This is a high-visibility area, and it was to include commercial and a subdivision. However, they had some issues during development. Due to the considerable investment the city has put in for the subdivision, and without a return on investment, he recommended pulling the bond with hopes that spurs development of the PUD. **Mayor Burry** asked if there were any questions. There were none. He asked for public comment.

Dr. Hussein thanked the city manager for meeting with him. He works and lives in Leesburg. This is an area that he encouraged some of his colleagues to invest in. He loves the city, and feels he is a part of it. Yes, they had issues that he does not deny. The issues started with covid that delayed a lot of projects. Even with all the obstacles, they built the hotel, and they have been working on the apartments. There were issues with the manager who was managing the project and, unfortunately, some bad things happened. He was not that involved because he had other people involved. He was embarrassed to be here because they promised a lot, and he knew they had to do better. He was unaware of the bond until the last month or so. They are discovering that a lot of promises were made to the city, so he will be more involved. They put a lot of money into this project, and they want to make it a successful project. With the apartments Mr. Parker, who was in attendance, would provide that update, but they were close to being the apartments. He believes there were twelve meters already in the apartments, and another meter for the water pump. They will have office buildings, so all the projects are in the works. With him just finding out about the bond, it would not be easy to get cash. Pulling the money from the bond would affect them negatively on a credit report, and that would look bad for them. He asked the commission to kindly extend the bond. He did not know how long, maybe six months or a year. He would also provide updates. He did not know about the bond, so he requested more updates.

Adrian Parker of Leaders Land Management said the biggest update was the apartments. They are working with the city for other off-site utility infrastructure upgrades and that is going well. As stated twelve meters, and they have an additional meter on the site because they did a Florida Waterwise Project where they actually pull water from the wet retention pond. They did not reduce the resources for reuse of water. The apartments have gone through HUD funding and the last hurdle was with FEMA. There is a flood plain on the site, and they are going to do a letter of map amendment. It came back and they wanted a revision. That takes between three months and a year. They now have the approval from them and the new map. They just did the publishing this week as approved by FEMA. That is the last step, and they will be able to start building the apartments. They will be able to see some type of infrastructure out there. The doctors wanted to ask for a year extension of the bond. If the commission chooses to pull the bond, he asked if they could extend it a month or two. That way, they could pull the liquidity and pay the bond instead of pulling the bond.

Dr. Hussein said if they could extend it, they could put more investment in the apartments and other things. He understands they messed up, and he does not expect the city to go out of its way. He promised to be more involved. He would make sure this works to make the city proud. **Commissioner Pederson** said he would support it for a couple of months if it benefited him and the project. **Mayor Burry** asked if the city attorney could comment on this. **CA Watson** said they could extend the time period. The code allows the commission flexibility to extend up to a period of two years. They cannot exceed a two-year extension. If there is an extension, the surety would need to be involved. It would be a three-party deal. If the commission were to approve an extension, it would need to be subject to the bond company extending the bond. They would have to agree to extend that time. Alternatively, the developer could put up the cash-in-lieu of the bond because originally they had an option to bring cash to the table and receive reimbursement out of that cash or provide the insurance policy. They could get a reduction on the liability of that insurance policy as the meters are turned on. If the developer were to come up with the money to pay a cash bond, then that would solve the city's problem from a security standpoint, because they would have cash in hand. If they were inclined to give an extension and allow a bond, then the bonding company would need to participate. He suggested that any approval of that nature be conditioned on the bond company providing a bond to cover the extended period. **Commissioner Pederson** said he would be okay with sixty days to give him time. We are not damaged because we have a bond in place. **CM Minner** responded, there are a bunch of sticky wickets here. The sixty-day extension, in his opinion, will not help the developer with the requirement of meters. We reference meters in the agreement, but that means buildings because each building will have multiple meters. For

them to get their full deposit back of $230,000 and for the city to not call the bond, they are required to have twenty-seven facilities built. It is an assisted living facility with multiple meters and apartment complexes with multiple meters. They specked out in the agreement that they were required to build twenty-seven facilities. That is what they call a meter. It is also referred to as a building. There is no way the developer will be able to live up to the development requirements in sixty days. **Commissioner Pederson** said he was trying to accommodate to give them time to create the cash-in-lieu of the bond. That was all he was trying to do. **CA Watson** said the other moving part is a bond claim deadline, and they are up against the wall. **Commissioner Pederson** remarked that it changed things, but he wanted to help accommodate. **CA Watson** continued to say there maybe some flexibility depending on how quickly the developer is able to come up with the cash. **CM Minner** stated that with today being May 28th he had three days to either provide another surety or come up with cash. If he provides another surety of $220,000 or cash, he has to have that done by June 1st. Otherwise, we will call the bond. When June 1st comes, we either need a new surety or cash in hand, or we call the bond. If the bond is called, we hold the cash, and they will still move forward. We would then pay the surety back, not the developer. **CA Watson** stated this was spelled out in the agreement. **CM Minner** stated on Friday he and the city attorney looked at the legalities of that and the code specifically requires that, in the end, if the bond is called, it can still extend for two years. They would hold on to the cash, but that cash would be paid to the surety, not the developers. **Dr. Hussein** inquired about the benefit of an extension if they were going to take the cash from the bond. **CM Minner** answered that if they lived up to the development requirements, then perhaps the surety would give their money back and their credit would not be hurt. **Commissioner Pederson** said he heard a request that if they put up the cash it would benefit them from a credit standpoint, and they have three days to do it. **Dr. Hussein** stated it would be hard to get that much money because they work with investors. **Commissioner Berry** questioned the extension of two years. Does development still stay the same as far as the buildings? **CM Minner** responded yes. The development stays the same as what was approved in the original PUD. **Dr. Hussein** added that they do not need a two-year extension. That was not what they were asking for. He wanted enough time to collect cash from the investors. **CM Minner** asked him to please understand what the extension means. At the end of the clock, whatever it is sixty days, twelve months or twenty-four months, the entire PUD has to be built in order to avoid the same situation. If they only have one building built in twenty-four months, they will only get $8,500 back. Note, the entire subdivision has to be built. **Dr. Hussein** stated they would at least have the cash. **CM Minner** replied no, they would not, and it depends on where they go and whether they provide another surety or a cash deposit. At the end of the day, the requirement is to have the entire PUD built, not just a portion. At this stage, he does not believe the developer has enough time to build twenty-seven units. We will be back here with the same problem again. **Commissioner Pederson** said that answered his question. He has three days to do it. If he cannot do it, then he cannot do it. **CM Minner** pointed out that he had three days to provide $220,000. **Dr. Hussein** asked about the idea of the extension. **CM Minner** stated the commission can do what they want and the best gift the commission could give to the developer would be to not call the bond and extend it for free, but the city would have no teeth in it and the city would not be assured anything. The city has an $870,000 investment, and it was supposed to have a return on investment (ROI) in four years. We are in year four, and we are almost one million dollars out, so we are not getting our return on investment. We have a million dollar investment and the electric fund is not getting their return on investment. The developer said in four years they would have twenty-seven facilities, and they have one. The sweetest deal the commission could give the developer is to call off the dogs. Do not call the bond, let it expire, and extend for two years. However, we would have zero teeth in this, because they would let them off the hook. **Dr. Hussein** said that was not what they were asking for. **CM Minner** stated that would be the best case for the developer. It may not be what he asked for, but if the commission gave that to him today, that would be a very nice present. The worst case scenario would be for the commission to call the bond. The derivative to that is that the commission gives him some sort of grace period to provide cash. It could be until June 1st. If he provides that, then the commission can extend until such a date. He has to provide

either cash or a new surety. That has to be done by the end of the week. If they want the middle ground, they could give the developer some sort of wiggle room to provide the cash or another surety to buy a twenty-four-month extension. **Commissioner Pederson** apologized for starting this fiasco. All he was trying to do was give them a change from a credit standpoint. They could either provide the cash or new surety. If not, then we call the bond. He was trying to accommodate them. **Dr. Hussein** stated he wanted time to get the cash. He did not need two years, and he did not want the city to have no teeth.

CM Minner inquired about the time it takes to call the bond. **CA Watson** answered it was hard to say because they have a paper deadline that could be argued, June 1st, June 12th or June 14th. Another option would be to agree on an extension of the agreement for a period of time, but it would need to be agreed to by the surety. As it stands, they have to either bring in cash, get a new surety, or call the bond. **CM Minner** asked how much wiggle room was needed because when they spoke he was concerned about June 1st. **CA Watson** said he was concerned about June 1st. Basically, they have to continue down the pathway of calling the bond, or he needs to provide cash or a new surety in three days. **Commissioner Pederson** stated that was all he was asking for. He did not want to create a risk to the city. **Dr. Hussein** said he did not want the city to take an unnecessary risk. **CM Minner** stated the motion would be to instruct the city attorney to call the bond and give the developers an "x" months extension to complete the project pursuant to the developer's agreement. He has to provide a new surety or cash before the city attorney calls the bond. It could be three days, it could be a month. In the end, Dr. Hussein needs to get on the horn and get with his surety company because he has work to do. The developers need to go get cash or a new surety for however long the commission wants before the city attorney calls the bond. That date could be June 1st or June 30th. **Commissioner Pederson** said he was okay with that. He does not know the timeline or the projections. **Dr. Hussein** said June 1st would be very hard. **CM Minner** suggested if the commission wants to give the developer some wiggle room, give him a two-year extension because we are talking about twenty-seven buildings, and it is not going to happen. They could go ahead and do a twenty-four-month extension. Order the city attorney to call the bond and if the developers intercept with the required cash or a surety, then we will extend it for twenty-four months.

Commissioner Pederson wondered if they could add another condition for keeping the grounds maintained. They are mowed right now, and it looks good now, but it can look bad. **CM Minner** suggested not putting any conditions on it because that confuses the matter, and that is a code enforcement issue. **Dr. Hussein** asked if they could call the bond after June 1st and give them a two-year extension. **Mayor Burry** wanted to confirm that he was okay with three days to get the cash or a new surety. **Dr. Hussein** agreed. **Mayor Burry** stated we need a motion to meet that criteria. **CA Watson** said the city manager gave a pretty good summary of what the commission's interest was in terms of making a motion. **CM Minner** said if they approve the resolution that was included in the packet they just need to add a second clause saying the developer has by June 1st to provide a new surety or cash in the amount of $221,000. **Dr. Hussein** questioned the meters. **CM Minner** stated the city commission would extend the connection deadline to June 1, 2026, providing the developers post a renewed surety bond acceptable to the city or cash in the amount of $221,000. **CA Watson** concurred. **Mayor Burry** stated June 1st was the deadline. **CM Minner** said they need to make an amendment to the resolution for June 1, 2024, being the deadline for the surety or cash.

Commissioner Pederson made a motion to amend the deadline to June 1, 2024, for surety or cash and to extend the connection deadline to June 1, 2026, and Commissioner Berry seconded the motion.

Mayor Burry asked if there was any other discussion. There were none.

The roll call vote was:
Commissioner Pederson Yes

Commissioner Berry Yes
Commissioner Connell Yes
Mayor Burry Yes

Four yeas, no nays, the Commission amended the resolution.

CM Minner stated the motion on the floor is that the resolution continues to instruct the call for the bond and if the developer provides the city with $221,884.00 in cash or a new surety by June 1st, the city attorney will stop the call for the bond. If they do not receive it, the city attorney will continue moving forward and call for the bond. The extension for connections will be through June 1, 2026.

Commissioner Pederson made a motion to approve the resolution as amended, and Commissioner Berry seconded the motion.

Mayor Burry asked if there were any further discussions. There were none.

The roll call vote was:
Commissioner Berry Yes
Commissioner Connell Yes
Commissioner Pederson Yes
Mayor Burry Yes

Four yeas, no nays, the Commission adopted the resolution as amended.

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

There were none.

8. CITY ATTORNEY ITEMS:

CM Watson had no items to discuss this evening.

9. CITY MANAGER ITEMS:

CM Minner stated he did not have any items to address. However, to reflect on this evening's discussion during the Carver Heights/Montclair Area CRA meeting, under tonight's Consent Agenda, item 5.C.1, he did not believe it was the commission's intent to approve the grants of the three lots to the West Leesburg CDC, Homes in Partnership, and CWC.

Commissioner Berry agreed. **CM Minner** said they need to repeal and call that resolution. **Commissioner Pederson** asked if they were the same lots. **CM Minner** answered no, these were different lots, but they are city-owned. **Commissioner Pederson** wanted to know why they were torpedoing that. **CM Minner** pointed out that they had an hour-long discussion in their CRA capacity about not having lot donations. They sped through the consent agenda, so Commissioner Berry may want to make a motion to rescind the approval of item 5.C.1.

Commissioner Berry made a motion to rescind action taken on item 5.C.1 and Commissioner Connell seconded the motion.

Mayor Burry asked if there were any other comments. There were none.

The roll call vote was:

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

Three yeas, one nay, the Commission approved the motion to rescind action taken item 5.C.1.

CM Minner stated these lots will not be donated. They are being put back in the hopper.

10. ROLL CALL:

Commissioner Berry commented that she was under the impression she was to set the agenda for the commission/manager relationship meeting. After a lengthy discussion, it was determined that each commissioner needed to bring their individual agenda speaking points for how they perceive commission/manager relations. **CM Minner** stated that Pam Hester, Executive Office Manager, was in the process of scheduling this meeting and each commissioner needed to reply on dates that worked for them. They also need to specify whether they want it on a regular commission meeting date or a different date.

Commissioner Connell had no further comment.

Commissioner Pederson had no comment.

Mayor Burry commented on the Lee School's progress. With the south building are they still tearing it down? **CM Minner** stated they are progressing. **PZD Miller** said he understood they were continuing with demolition. The north building is down, and the south building is scheduled for either this week or next. **Mayor Burry** added that the Historic Society was collecting bricks for folks who wanted them. **PZD Miller** mentioned there was a trailer on Sixth Street where it was okay to grab some bricks. He said John O' Kelley brought some bricks to the city offices for historical purposes. **Mayor Burry** added a lot of people in the public wanted this information.

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 Pederson and a second by Commissioner Berry, the meeting adjourned at 8:06 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 10, 2024

From: Maria Hritz, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Odyssey Manufacturing Company for the construction, upgrade and maintenance of the Main Water Treatment Plant and a fluoride system; and providing an effective date.

Staff Recommendation:
Staff recommends award of Invitation for Bid (IFB) 240701to Odyssey Mfg. Company and approval of the Resolution authorizing the Construction Services Agreement for an amount of $517,697.00.

Analysis:
The City of Leesburg wishes to expand and upgrade the existing Water Treatment Plant with the addition of a new fluoride system.

Procurement Analysis:
On April 2, 2024, the Procurement Division published Solicitation 240701 for Main Water Treatment Plant - Fluoride System. On April 30, 2024, one (1) bid response was received. The response was reviewed and staff has deemed Odyssey Mfg. Company as the Supplier submitting a responsive bid.

Options:
1. Approve award of IFB 240701 and approval of the resolution authorizing execution of the agreement with Odyssey Mfg. Company; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds are available in the current Water Capital Projects Fund.

Account No.	043-3099-533-6310
Project No.	430006
WF No.	WF1464992 job 1
Requisition	56103
Budget	$650,000.00
Available	$650,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH ODYSSEY MANUFACTURING COMPANY FOR THE CONSTRUCTION, UPGRADE AND MAINTENANCE OF THE MAIN WATER TREATMENT PLANT AND A FLUORIDE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Odyssey Manufacturing (Mfg.) Company whose address is 1484 Massaro Boulevard, Tampa, Florida 33619, for 240701 - Main Water Treatment Plant - Fluoride System.

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 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 28th day of May in the year 2024, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Odyssey Mfg. Company** whose address 1484 Massaro Blvd Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) 240701- Main Water Treatment Plant-Fluoride Systems Technical Specifications; and
   c. The Professional Drawings titled City of Leesburg Main Water Treatment Plant-Fluoride Systems prepared by Dewberry dated November 2023; and
   d. Schedule of Contract Items included as Attachment 'A'; and
   e. Supplemental Conditions – Construction as Attachment 'B'; and

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the "**MAIN WATER TREATMENT PLANT – FLUORIDE SYSTEM**" to the CITY as listed in Invitation for Bid 240701. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$517,697.00.** The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

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

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **THREE HUNDRED SIXTY FIVE (365)** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be

written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

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

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

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

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

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

13. **Insurance Requirements.**

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

i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance

that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.

v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.

vi. All liability insurance, except professional liability, shall be written on an occurrence basis.

vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

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

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

i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.

iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

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

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy

shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

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

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

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

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

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

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

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

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

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

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

21. **Access to Records**. The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

24. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

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

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

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

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR:
Odyssey Mfg. Company
Patrick Allman
1484 Massaro Blvd
Tampa, Florida 33619
813-635-0339
pallman@odysseymanufacturing.com

If to City of Leesburg:
Robert W. Hicks
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

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

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

35. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

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

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

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

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

[*Signature page follows.*]

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

ODYSSEY MFG. COMPANY

By: _____
Patrick Allman (May 16, 2024 12:42 EDT)

Printed: Patrick H. Allman

Its: General Manager
(Title)

CITY OF LEESBURG, FLORIDA

_____
James A. Burry Jr., Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

Attachment 'A'
SCHEDULE OF CONTRACT ITEMS

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Requirements/Mobilization/Demobilization	LS	1	$23,500.00	$23,500.00
2	Bonds/Permits/Idemnification	LS	1	$10,200.00	$10,200.00
3	Fluoride Storage & Injection System Process/Mechanical	LS	1	$50,000.00	$50,000.00
4	Miscellaneous Site Improvements/Yard Piping	LS	1	$38,000.00	$38,000.00
5	Electrical/Instrumentation/Controls	LS	1	$50,000.00	$50,000.00
6	Pre-engineered Metal Building/Slab/Containment	LS	1	$162,000.00	$162,000.00
7	Fluoride Analyzer Furnishment & Install (Bid item to be	LS	1	$0.00	$0.00
	provided by TLS Automation)			$183,997.00	$183,997.00
	TOTAL BID AMOUNT				**$517,697.00**

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTUCTION

1. **DEFINITIONS**

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

a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure the project is being constructed as designed.
c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.

m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

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

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

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

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. TOOLS, PLANT AND EQUIPMENT

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

5. COLLECTION AND DISPOSAL OF WASTE

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

6. BURNING OF DEBRIS

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. **PROJECT COORDINATION**

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

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

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

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

13. **COORDINATION WITH UTILITY COMPANIES**

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

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

14. **SUPERVISION**

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

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

15. CONSTRUCTION SUPERINTENDENT

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

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

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

17. SUBCONTRACTS

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

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

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

18. PRE-CONSTRUCTION MEETING

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

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

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

19. ORDER OF COMPLETION

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

20. MATERIALS AND EQUIPMENT SCHEDULES

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

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

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

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

a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
    i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
    ii. Each RFI shall be given a discrete, consecutive number.

iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.

iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.

b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.

i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.

ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.

iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.

i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.

ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.

d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:

i. Approval of submittals

ii. Approval of substitutions

iii. Changes that entail change in Contract Time and Contract Sum

iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.

f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.

g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

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

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

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

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

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

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

23. **CHANGES IN THE WORK**

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

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

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

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

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

24. DETAIL DRAWINGS AND INSTRUCTIONS

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

25. OWNERSHIP OF DRAWINGS

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

26. SURVEYS, PERMITS AND REGULATIONS

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

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

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

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

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

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

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

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. **ROYALTIES AND PATENTS**

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

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

28. **PROTECTION OF WORK AND PROPERTY**

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

29. **DEDUCTIONS FOR UNCORRECTED WORK**

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

30. **DELAYS AND EXTENSION OF TIME**

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

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

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

31. **CORRECTION OF WORK BEFORE FINAL PAYMENTS**

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

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

32. **THE CITY'S RIGHT TO DO WORK**

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

33. **SUSPENSION OF WORK**

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

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

34. **REMOVAL OF EQUIPMENT**

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

35. **USE OF COMPLETED PORTIONS**

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

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

b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY , Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. **PROMPT PAYMENT**

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

37. **APPLICATION FOR PAYMENT**

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

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

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

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

38. **PAYMENTS WITHHELD**

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

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

f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

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

39. FINAL PAYMENT APPLICATION

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

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

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

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

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

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

40. **CONTRACTOR'S CONTINUING OBLIGATION**

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

41. **DAMAGES**

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

42. **EQUIPMENT STARTUP**

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

43. **COMPLETION OF WORK**

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. **ACCEPTANCE OF FINISHED WORK**

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

45. **FINAL CLEAN UP**

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

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

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

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

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

46. **TREES**

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

47. **GUARANTY**

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

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

48. **INDEMNITY**

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

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

49. **ASSIGNMENT**

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

50. **RIGHTS OF VARIOUS INTERESTS**

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

51. **SEPARATE CONTRACTS**

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. **LANDS FOR WORK**

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

53. **ACCESS TO RECORDS**

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

54. **EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

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

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

55. **CONTRACTOR'S UNDERSTANDING**

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

56. **FAMILIARITY WITH LAWS**

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

57. **SALES TAX**

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

58. **CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

60. **SAFETY AND PRECAUTION**

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

a. all employees on the Work and other persons and organizations who may be affected thereby;
b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

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

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

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

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

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

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

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

"Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.
Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

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

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

63. **PHYSICAL CONDITIONS**

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

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

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

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

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

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

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

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

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

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

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

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

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

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

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

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

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

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

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. **ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

SAMPLE

Final Audit Report 2024-05-16

Created:	2024-05-16
By:	Maria Hritz (maria.hritz@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAreEk949CI9FzgQmfqAasbiplsYwDNRPV

"***SAMPLE***" History

Document created by Maria Hritz (maria.hritz@leesburgflorida.gov)
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Document emailed to Patrick Allman (pallman@odysseymanufacturing.com) for signature
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Document e-signed by Patrick Allman (pallman@odysseymanufacturing.com)
Signature Date: 2024-05-16 - 4:42:21 PM GMT - Time Source: server

Agreement completed.
2024-05-16 - 4:42:21 PM GMT

ODYSSEY
MANUFACTURING CO.

May 17, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: June 10, 2024

From: Maria Hritz, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Site Work, LLC., for the construction, upgrade and maintenance of the Center Street Storm Water Project; and providing an effective date.

Staff Recommendation:
Staff recommends award of Invitation for Bid (IFB) 240801to Bulldog Site Work, LLC and approval of the Resolution authorizing the Construction Services Agreement for an amount of $181,906.14.

Analysis:
The City of Leesburg wishes to improve the stormwater water runoff in this area. The project involves building a dry pond, installation of a concrete overflow weir, installing a new inlet along Center Street, adding a concrete flume to channel water runoff to the pond, and curbing.

Procurement Analysis:
On April 17, 2024, the Procurement Division published Solicitation 240801 for Center Street Storm Water Project. On May 23, 2024, six (6) bid responses were received. The responses were reviewed and staff has deemed Bulldog Site Work, LLC as the Supplier submitting a responsive bid. Summary of Bid is provided:

SUMMARY OF BIDS

Vendors	Bid Amount
Bulldog Sitework	**$181,906.14**
Hartman Civil Construction Co., Inc	**$260,760.00**
All Terrain Tractor Service	**$295,822.24**
Carr & Collier Inc.	**$308,400.00**
Providence Construction & Development Company	**$398,529.45**
Midsouth Inc.	**$487,308.30**

Options:

1. Approve award of IFB 240801 and approval of the resolution authorizing execution of the agreement with Bulldog Site Work, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The current Stormwater Capital Projects budget includes funding for the Center Street Improvements project.

Account No.	014-7099-537-1210
Project No.	140002
WF No.	WF1447473
Requisition	56209
Budget	$397,047.00
Available	$345,914.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITE WORK, LLC., FOR THE CONSTRUCTION, UPGRADE AND MAINTENANCE OF THE CENTER STREET STORM WATER PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Bulldog Sitework, LLC., whose address is 1533 Young Road, Leesburg, FL 34748, for RFP 240801-Center Street Storm Water Project.

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 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 10th day of June in the year 2024, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Bulldog Sitework LLC** whose address 1533 Youngs Rd, Leesburg, FL 34748 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) 240801-Center St. Storm Water Project Technical Specifications; and
   c. The Professional Drawings titled City of Leesburg Center St. Storm Water Project prepared by Dewberry dated December 1, 2023; and
   d. Schedule of Contract Items included as Attachment 'A'; and
   e. Supplemental Conditions – Construction as Attachment 'B'; and

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the "**Center St. Storm Water Project**" to the CITY as listed in Invitation for Bid 240801. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$181,906.14.** The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

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

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **ONE HUNDRED TWENTY (120)** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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

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

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

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be

written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

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

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

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

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

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

13. **Insurance Requirements.**

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

i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance

that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.

v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.

vi. All liability insurance, except professional liability, shall be written on an occurrence basis.

vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

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

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

i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.

iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

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

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy

shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

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

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

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

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

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

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

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

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

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

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

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

21. **Access to Records**. The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

24. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

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

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

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

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Bulldog Sitework LLC
Naiara Petralanda
1533 Youngs Rd.
Leesburg, Florida 34748
352-267-4664
naiara@bulldogsitework.com

If to City of Leesburg: Robert W. Hicks
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

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

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

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

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

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

35. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

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

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

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

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

[*Signature page follows.*]

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

Bulldog Sitework, LLC

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
James A. Burry Jr., Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

Attachment 'A'
SCHEDULE OF CONTRACT ITEMS

Item No.	Item Description	Quantity	Unit	Unit Cost ($)	Extended Cost ($)
MISCELLANEOUS					
1	Construction Layout	1	LS	$234.38	$234.38
2	Material Testing & Geotechnical Investigation	1	LS	$1,087.50	$1,087.50
3	Certified As-builts	1	LS	$3,575.00	$3,575.00
4	Mobilization	1	LS	$8,081.25	$8,081.25
5	Demolition	1	LS	$3,571.88	$3,571.88
6	MOT	1	LS	$3,548.75	$3,548.75
7	Concrete Driveway Entrance	50	SY	$158.94	$7,947.00
8	Power Pole Relocation	1	LS	$1,200.00	$1,200.00
				SUBTOTAL	**$29,245.76**
EARTHWORK					
1	Clearing and Grubbing	0.85	AC	$19,900.74	$16,915.63
2	Embarkment	350	CY	$22.79	$7,976.50
3	Pond Excavation	2000	CY	$16.04	$32,080.00
4	Silt Fence	1120	LF	$2.74	$3,068.80
5	Construction Entrance	1	EA	$5,051.75	$5,051.75
6	Inlet Protection	2	EA	$189.45	$378.90
7	Performance Turf (Sod)	2150	SY	$3.80	$8,170.00
				SUBTOTAL	**$73,641.58**
DRAINAGE					
1	Inlet Curb typle P-5 <10'	1	EA	$8,324.23	$8,324.23
2	Connect Existing Storm pipe	1	LS	$3,775.00	$3,775.00
3	24" RCP Storm pipe	30	LF	$254.23	$7,626.90
4	24" Mitered End Section	1	EA	$1,979.69	$1,979.69
5	Concrete Flume	1	LS	$7,526.57	$7,526.57
6	Overflow Weir (Concrete)	1	LS	$15,969.07	$15,969.07
7	Riprap-Rubble	15	CY	$233.31	$3,499.65
				SUBTOTAL	**$48,701.11**

TOTAL	**$151,588.45**
CONTINGENCY (20%)	**$30,317.69**
TOTAL COST ESTIMATE	**$181,906.14**

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTUCTION

1. **DEFINITIONS**

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

a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure the project is being constructed as designed.
c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.

m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. **INSPECTION OF WORK**

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

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

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

3. **TESTS**

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

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

4. **TOOLS, PLANT AND EQUIPMENT**

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

5. **COLLECTION AND DISPOSAL OF WASTE**

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

6. **BURNING OF DEBRIS**

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

7. TEMPORARY TRAFFIC CONTROL (TTC)

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

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

8. PROTECTION AGAINST POLLUTION

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

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

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

9. TEMPORARY FENCING AND BARRICADES

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

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

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

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

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

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

11. GENERAL QUALITY AND STANDARDS

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

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

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

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

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

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

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

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. **PROJECT COORDINATION**

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

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

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

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

13. **COORDINATION WITH UTILITY COMPANIES**

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

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

14. **SUPERVISION**

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

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

15. **CONSTRUCTION SUPERINTENDENT**

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

16. **WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY**

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

17. **SUBCONTRACTS**

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

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

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

18. **PRE-CONSTRUCTION MEETING**

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

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

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

19. **ORDER OF COMPLETION**

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

20. **MATERIALS AND EQUIPMENT SCHEDULES**

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

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

21. **CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)**

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

a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
    i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
    ii. Each RFI shall be given a discrete, consecutive number.

iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.

b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
   i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
   ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
   iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
   i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
   ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.

d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
   i. Approval of submittals
   ii. Approval of substitutions
   iii. Changes that entail change in Contract Time and Contract Sum
   iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. **SUBMITTAL REQUIREMENTS OF CONTRACTOR**

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

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

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

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

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

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

23. **CHANGES IN THE WORK**

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

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

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

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

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

24. **DETAIL DRAWINGS AND INSTRUCTIONS**

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

25. **OWNERSHIP OF DRAWINGS**

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

26. **SURVEYS, PERMITS AND REGULATIONS**

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

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

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

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

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

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

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

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. **ROYALTIES AND PATENTS**

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

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

28. **PROTECTION OF WORK AND PROPERTY**

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

29. **DEDUCTIONS FOR UNCORRECTED WORK**

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

30. **DELAYS AND EXTENSION OF TIME**

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

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

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

31. **CORRECTION OF WORK BEFORE FINAL PAYMENTS**

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

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

32. **THE CITY'S RIGHT TO DO WORK**

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

33. **SUSPENSION OF WORK**

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

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

34. **REMOVAL OF EQUIPMENT**

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

35. **USE OF COMPLETED PORTIONS**

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

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

b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY , Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. **PROMPT PAYMENT**

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

37. **APPLICATION FOR PAYMENT**

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

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

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

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

38. **PAYMENTS WITHHELD**

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

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

f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

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

39. **FINAL PAYMENT APPLICATION**

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

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

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

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

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under “Waiver of Claims”. Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

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

40. **CONTRACTOR'S CONTINUING OBLIGATION**

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

41. **DAMAGES**

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

42. **EQUIPMENT STARTUP**

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

43. **COMPLETION OF WORK**

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it’s Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. **ACCEPTANCE OF FINISHED WORK**

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

45. **FINAL CLEAN UP**

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

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

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

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

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

46. **TREES**

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

47. **GUARANTY**

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

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

48. **INDEMNITY**

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

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

49. **ASSIGNMENT**

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

50. **RIGHTS OF VARIOUS INTERESTS**

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

51. **SEPARATE CONTRACTS**

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

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

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

52. **LANDS FOR WORK**

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

53. **ACCESS TO RECORDS**

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

54. **EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

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

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

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

55. **CONTRACTOR'S UNDERSTANDING**

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

56. **FAMILIARITY WITH LAWS**

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

57. **SALES TAX**

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

58. **CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**

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

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

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

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

59. **LIMITATIONS ON ENGINEER’S RESPONSIBILITIES**

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

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

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

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

60. **SAFETY AND PRECAUTION**

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

a. all employees on the Work and other persons and organizations who may be affected thereby;
b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. **RECORD DOCUMENTS**

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

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

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

62. **PHYSICAL CONDITIONS-UNDERGROUND FACILITIES**

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

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

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

"Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.
Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

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

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

63. **PHYSICAL CONDITIONS**

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

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

64. **REVIEW OF APPLICATION FOR PROGRESS PAYMENT**

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

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

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

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

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

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. **SUBSTANTIAL COMPLETION**

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

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

66. **INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK**

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

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

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

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

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

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

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

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

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

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

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

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

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. **ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.1.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Tierra Vista, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Tierra Vista fka Aguia Property)

Staff Recommendation:
Staff recommends approval of the attached Proportionate Share Mitigation Agreement.

Analysis:
A proportionate share mitigation agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This proportionate share mitigation agreement requires a payment of $1,545,012.00, payable to the Lake County School Board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:
N/A

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

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

RESOLUTION NO. _____

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

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

THAT the Mayor and City Clerk are hereby authorized to execute a Proportionate Share Mitigation Agreement, under Lake County School Concurrency Case Number 2023-22, for the Project known as Tierra Vista (fka Aguia Property), as attached hereto, between the Lake County School Board, whose address is 201 West Burliegh Avenue, Tavares, Florida 32778, and Trinity Land Company, LLC, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

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

PROPORTIONATE SHARE MITIGATION AGREEMENT
Tierra Vista
LCS2023-22

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT is entered into by and between the School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 ("**School Board**"), Trinity Land Company, LLC, a Florida **limited liability company**, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("**Applicant**"/"Contract Purchaser"); and the City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 ("City of Leesburg"). School Board, Applicant, and the City of Leesburg may also be referred to herein each as a "**Party**".

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

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

WHEREAS, Applicant is the contract purchaser of those certain tracts of land situated in Lake County, Florida, commonly identified by Alternate Key(s) 1035422 and 1296633, more particularly described on **Exhibit "A"** attached hereto, and illustratively depicted on **Exhibit "B"** attached hereto (the "**Property**").

WHEREAS, Applicant has requested that the City of Leesburg rezone the Property to a Planned Unit Development (PUD) and allow the development of three hundred sixty-five (365) single-family residential dwelling units (the "**Total Units**") on the Property (the "**Project**"), as depicted on the site plan attached hereto as **Exhibit "C"**.

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

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of the School Board's capacity review is thirty-six (36) high school students (the "**Capacity Deficit**").

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

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

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

1. **Recitals**. The above recitals are true and correct and fully incorporated herein.

2. **Definitions**. Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.

3. **Term**. The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date. The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant, (ii) Applicant delivers an affidavit to School Board and City of Leesburg, no later than thirty (30) days prior to the expiration of the term, that demonstrates Applicant's good faith efforts to obtain all development approvals required to proceed with the Project, and (iii) School Board and City of Leesburg each agree, in their sole discretion, to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and City of Leesburg and recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

4. **Mitigation Payment**. Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:

a. **Amount**. Applicant's proportionate share mitigation payment is one million and five hundred forty-five thousand and twelve Dollars ($1,545,012 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of the Student Station (i.e. 36 x $42,917 = $1,545,012).

b. **Due Date**. The Mitigation Payment shall be made no more than ninety (90) days after final site plan approval by the City of Leesburg for the Project or prior to recording a plat, whichever is applicable (the "**Due Date**"). This provision shall survive the expiration of this Agreement.

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

By way of example, if the phase 1 plat contains 120 residential dwelling units, then the

Proportionate Share Mitigation payment due prior to the recording of such plat would be $507,949 (120/365 x $1,545,012). The remaining phases would be as follows:

Phase 2 (140 units):	$592, 607.00
Phase 3 (105 units):	$444,456.00
Total:	$1,545,012.00

In the event that the final plat approved by the City of Leesburg results in less than 365 residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by the City of Leesburg.

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

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

6. **Termination.** This Agreement shall automatically terminate if (a) City of Leesburg does not approve Applicant's requested rezoning of the Property within one hundred eighty (180) days of the Effective Date of this Agreement, or (b) Applicant breaches this Agreement by failing to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days.

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

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

approvals of City of Leesburg and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, City of Leesburg, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may only assign its rights or obligations contained herein to a successor in fee simple title to the Property after obtaining the prior written consent of the School Board and City of Leesburg. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, consented to by School Board and City of Leesburg, and recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

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

If to School Board: School Board of Lake County
Attn: Superintendent of Schools
201 West Burleigh Blvd.
Tavares, FL 32778

If to City of Leesburg: City of Leesburg
Attn: City Manager
501 West Meadow Street
Leesburg, Florida 34748

If to Applicant, Contract Purchaser:
Trinity Land Company, LLC
Attn: Andrew J. Orosz
605 Commonwealth Avenue
Orlando, Florida 32803

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

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

12. **Recording of this Agreement.** Applicant shall record this Agreement, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Applicant, School Board, and City of Leesburg. Failure to timely record this Agreement shall render it void and unenforceable.

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

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

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

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

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

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

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

20. **Prevailing Party Attorney's Fees.** If Applicant, School Board, or City of Leesburg brings a

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

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

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

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

[Remainder of this Page is Intentionally Left Blank]

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

Trinity Land Company, LLC

By: _____
Andrew J. Orosz, as registered agent

Date: 4-17-2024

The School Board of Lake County, Florida

By: _____
Mollie Cunningham, Board Chair

Date: 5-13-2024

Approved as to form:

_____
School Board Attorney

Attest:

_____
Diane S. Kornegay, Superintendent

City of Leesburg

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

Date: _____

Approved as to form:

_____
City Attorney

Attest:

_____
J. Andi Purvis, City Clerk

Exhibit A – Legal Description

Tierra Vista

The South 1/2 of the Southeast 1/4 of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Together with;

The Northeast 1/4 of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above-described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Exhibit B – Location Map



Exhibit C – Concept Plan/Site Plan



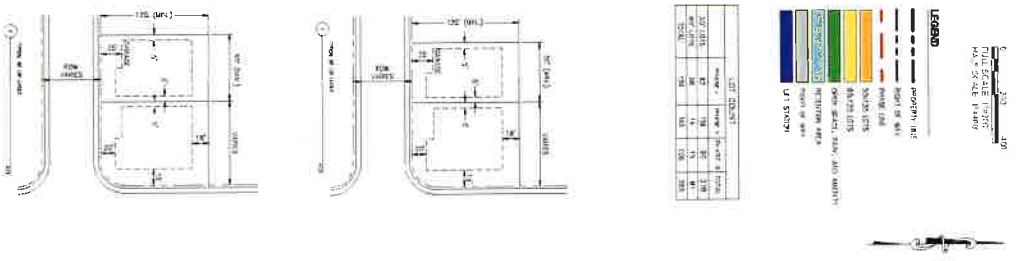


Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2023-22
Project Title:	Tierra Vista
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1035422, 1296633
Permit Type: (Plat, preliminary plat or final site plan, final subdivision plan, etc)	final site plan or final plat, whichever is applicable
Section 2	**Applicant Information (to be completed by Applicant for each payment)**
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	**Residential Development Project Information**
Plat/Site Plan Title: (as it appears on the document)	Tierra Vista
Total Units:	365
Unit Type: SF, MF, MH	Single Family
Section 4	**Payment Information**
Payment Amount:	$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	$

Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department – Attn: Heather Croney 201 West Burleigh Boulevard Tavares, FL 32778 For more information contact Heather Croney, Growth Planning Department at 352-253-6696 or by email at croneyh@lake.k12.fl.us

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 10, 2024

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and James Landing Holdings, LLC, regarding natural gas service to the development known as James Landing, Phase 1; and providing an effective date.

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

Analysis:
The City of Leesburg is agreeing to provide natural gas service to James Landing Holdings, LLC, for the development known as James Landing, located east of Picciola Road and south of Park Holland Road. Pursuant to the terms of the Gas Service Agreement, owner will utilize natural gas in at least 80% of the 68 units. A budget adjustment will be made in the amount $149,681.60.

Procurement Analysis:
N/A

Options:

1. Adopt the Resolution accepting and approving the Gas Service Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Developer will place construction funds prior to starting the project totaling $149,681.60 in an escrow account to fully fund this project. A budget adjustment will be processed to add these funds to the current budget.

Account No.	042-0000-223-3100
WF No.	WF1569577

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND JAMES LANDING HOLDINGS, LLC, REGARDING NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS JAMES LANDING, PHASE 1; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and James Landing Holdings, LLC, regarding providing natural gas service to the development known as James Landing, Phase 1.

THAT this resolution shall take effect 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 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

DocuSign Envelope ID: D81B2B31-BEAD-431E-97C8-7B9EB22502D9

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of May, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and James Landing Holdings, LLC, 711 N. Orlando Ave. Suite 302, Maitland Florida 32751 (hereinafter referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

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

See Schedule "A" attached hereto

Parcel Identification Number(s): 14-19-24-0002-000-00200, 14-19-24-0002-000-00301, 14-19-24-0002-000-00601, 14-19-24-0001-000-00201, 14-19-24-0001-000-10800

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "James Landing Phase 1" (the "Development"); and

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

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

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

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

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Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (68) units within the Development are equipped with:

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

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is One Hundred Forty Nine Thousand Six Hundred and Eighty One Dollars and Sixty cents ($149,681.60). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

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

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

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

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and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

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

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

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

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

15. This Agreement may be assigned to any successor of the Owner, by written assignment and assumption of this Agreement executed by Owner and Owner's successor ("Assumption"), which Assumption shall provide that such successor owner accepts all of the obligations and liabilities of the "Owner" under this Agreement. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes. Upon assignment to the successor owner, and the delivery of the executed Assumption, the owner named herein shall be released from any further obligation hereunder. The obligations of this Agreement shall not affect owners of finished homes.

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

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

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

CITY OF LEESBURG

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

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

DocuSign Envelope ID: D81B2B31-BEAD-431E-97C8-7B9EB22502D9

JAMES LANDING HOLDINGS, LLC

By: BBG Investments, LLC, its Manager

DocuSigned by:
BY: Aldo D. Martin
905BDDE51EC0486...
Print Name: Aldo D. Martin
Title: Manager
5/29/2024 | 8:16 AM EDT

DocuSign Envelope ID: D81B2B31-BEAD-431E-97C8-7B9EB22502D9

PARCEL ID NUMBERS

14-19-24-0002-000-00200
14-19-24-0002-000-00301
14-19-24-0002-000-00601
15-19-24-0001-000-00201
15-19-24-0001-000-10800

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 381.0 FEET OF THE NORTH 251.5 FEET OF GOVERNMENT LOT 2 IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHERLY OF THE RIGHT OF WAY OF PARK HOLLAND ROAD.

AND

THAT PORTION OF THE NORTH 252.5 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTHERLY OF THE RIGHT OF WAY OF PAK HOLLAND ROAD; LESS AND EXCEPT ANY PORTION THEREOF LYING WITH N THE BOUNDARY OF PICCIOLA PARK, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 15, RUN THENCE SOUTH 00°43'27" WEST 25.0 FEET ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 15 TO A POINT ON THE SOUTH RIGHT OF WAY OF PARK HOLLAND ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING, DEPARTING SAID RIGHT OF WAY LINE, CONTINUE THENCE SOUTH 00°43'27" WEST 227.50 FEET ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 15 TO THE SOUTHEAST CORNER OF THE SAID NORTH 252.5 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 15; THENCE NORTH 89°28'19" WEST 8.58 FEET ALONG THE SOUTH LINE OF THE SAID NORTH 252.5 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 15 TO A POINT ON THE EAST BOUNDARY OF SAID PICCIOLA PARK; THENCE NORTH 00°15'13" EAST, 10.53 FEET ALONG THE EAST BOUNDARY OF SAID PICCIOLA PARK TO THE NORTHEAST CORNER OF SAID PICCIOLA PARK; THENCE NORTH 89°44'57" WEST 812.53 FEET ALONG THE NORTH BOUNDARY OF SAID PICCIOLA PARK, DEPARTING THE NORTH BOUNDARY OF SAID PICCIOLA PARK, RUN THENCE NORTH 01°15'26" EAST 220.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARK HOLLAND ROAD; THENCE SOUTH 89°28'19" EAST 818.92 FEET ALONG THE SAID SOUTH RIGHT OF WAY LINE OF PARK HOLLAND ROAD TO THE POINT OF BEGINNING.

NOTE: THIS IS A TEMPORARY LEGAL DESCRIPTION, NOT TO BE USED ON POLICY AND/OR DEED. A PROPER, FINAL LEGAL DESCRIPTION TO BE PROVIDED BY A LICENSED FLORIDA SURVEYOR.

PARCEL 2:

FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 2, IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH ALONG THE WEST LINE OF SAID SECTION FOR 20 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF GOVERNMENT LOT 2 FOR 381.0 FEET FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL TO WEST LINE OF SAID SECTION FOR 231.5 FEET; THEN TURN AN ANGLE TO THE WEST OF 89 DEGREES 46 MINUTES 50 SECONDS AND RUN 381.0 FEET TO THE WEST LINE OF SECTION; RUN THENCE SOUTH ALONG SAID WEST SECTION LINE FOR 1058 FEET, MORE OR LESS, TO THE SOUTH LINE OF GOVERNMENT LOT 2; RUN THENCE EAST ALONG SAID SOUTH LINE FOR 755 FEET; RUN THENCE NORTH, PARALLEL TO WEST LINE OF SAID SECTION FOR 1300 FEET, MORE OR LESS, TO A POINT THAT IS 374 FEET EAST OF THE POINT OF BEGINNING; RUN THENCE WEST 374 FEET TO THE POINT OF BEGINNING;

LESS: THE EAST 324 FEET OF THE WEST 755 FEET OF THE NORTH 251.5 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA;

ALSO LESS: THE SOUTH 41 FEET OF THE EAST 160 FEET OF THE WEST 705 FEET OF THE NORTH 292.5 FEET OF SAID GOVERNMENT LOT 2.

ALSO LESS: RIGHT OF WAY FOR PARK HOLLAND ROAD.

PARCEL 3:

THE EAST 324 FEET OF THE WEST 755 FEET OF THE NORTH 251.5 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL: THE EAST 160 FEET OF THE WEST 705 FEET OF THE NORTH 251.5 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, ALSO LESS RIGHT OF WAY FOR PARK HOLLAND ROAD.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: June 10, 2024

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Vetta Pre School, LLC regarding natural gas service to the development known as Sunnyside Oaks; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Vetta Pre School, LLC.

Analysis:
The City of Leesburg is agreeing to provide natural gas service to Vetta Pre School, LLC for the development known as Sunnyside Oaks, located north of Sunnyside Drive and west of Fern Drive. Pursuant to the terms of the Gas Service Agreement, owner will utilize natural gas in at least 80% of the 76 units. A budget adjustment in the amount of $227,984.29 will be made.

Procurement Analysis:
N/A

Options:

1. Adopt the Resolution accepting and approving the Gas Service Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Developer will place construction funds prior to starting the project totaling $227,984.29 in an escrow account to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No.	042-0000-223-3100
WF No.	WF1569573

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND VETTA PRE SCHOOL, LLC REGARDING NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS SUNNYSIDE OAKS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Vetta Pre School, LLC regarding providing natural gas service to the development known as Sunnyside Oaks.

THAT this resolution shall take effect 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 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 1BEA2C60-6D97-4556-8892-8ED8E6618486

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of May, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Vetta Pre School LLC, 711 N. Orlando Ave. Suite 302, Maitland Florida 32751 (hereinafter referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

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

See Schedule "A" attached hereto

Parcel Identification Number(s): 30-19-25-0001-000-02500, 30-19-25-001-000-05500, 30-19-25-001-000-03800, 30-19-25-001-000-04100, 30-19-25-0001-000-06900

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

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

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

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

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

DocuSign Envelope ID: 1BEA2C60-6D97-4556-8892-8ED8E6618486

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (76) units within the Development are equipped with:

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

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Two Hundred Twenty Seven Thousand Nine Hundred and Eighty Four dollars and Twenty Nine cents ($227,984.29). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

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

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

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

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

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

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

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

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

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set

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forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, by written assignment and assumption of this Agreement executed by Owner and Owner's successor ("Assumption"), which Assumption shall provide that such successor owner accepts all of the obligations and liabilities of the "Owner" under this Agreement. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes. Upon assignment to the successor owner, and the delivery of the executed Assumption, the owner named herein shall be released from any further obligation hereunder. The obligations of this Agreement shall not affect owners of finished homes.

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

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

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

CITY OF LEESBURG

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

ATTEST:

_____
City Clerk

Approved as to form and content:

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City Attorney

DocuSign Envelope ID: 1BEA2C60-6D97-4556-8892-8ED8E6618486

VETTA PRE SCHOOL LLC

By: DeltaPro 7 Invest LLC, its Manager

By: Del3C Holdings, LLC, its sole Member

DocuSigned by:

By: _____
21A9076380A4431...
Print Name: C. Eduardo Delpupo
Title: Authorized Member
5/29/2024 | 5:37 AM PDT

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 10, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement FM No. 454745-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Preliminary Environmental Assessment for the Northeast Quadrant of the Leesburg International Airport; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Public Transportation Grant Agreement FM No. 454745-1-94-01.

Analysis:
The Florida Department of Transportation (FDOT) has generously presented a grant for $148,000.00 dollars, 80% of the assessment/study costs related to the AVCON, Inc. scope of services. These dollars are FDOT FY 2024 funds and must be accepted by June 30, 2024, FDOT fiscal year-end.

The Airport Advisory Board has discussed this Environmental Assessment at multiple meetings and have recommended an initial study is justified and necessary for the future growth of the Airport.

Procurement Analysis:

Options:
1. Approve the Public Transportation Grant Agreement; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
This grant was not anticipated in the current Airport Capital Improvement Projects. Approval of this grant will bring in $148,000.00 from the FDOT grant or 80% of the project study costs. A budget adjustment will be necessary to add these funds to the current budget.

Account No.	048-0000-334-4100
WF No.	WF1555506/1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PUBLIC TRANSPORTATION GRANT AGREEMENT FM NO. 454745-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR PRELIMINARY ENVIRONMENTAL ASSESSMENT FOR THE NORTHEAST QUADRANT OF THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with The Florida Department of Transportation, whose address is 719 S Woodland Blvd, MS 530, Deland, FL 32720, for grant funding.

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 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
454745-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000362006
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Environmental Assessment (EA) for the NE Quad Phase 1 at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $185,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $148,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

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

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

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

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

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

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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

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

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

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

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

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

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

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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

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

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Leesburg

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Leesburg International Airport (LEE) has identified a long-term development plan that includes aeronautical and non-aeronautical development in the northeast quadrant (NE Quad) of the airport. Pursuant to Federal Aviation Administration (FAA) instructions implementing NEPA, the environmental review will be accomplished in the form of an Environmental Assessment (EA). This Project's Scope of Services sets forth the work efforts required to identify environmental considerations and potential impacts in accordance with the guidance contained in FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, FAA Order 5050.4B NEPA Implementing Instructions for Airport Actions, and the FAA's 1050.1F Desk Reference. This scope includes investigation of potential impacts to the identified environmental resource categories, a discussion of those potential impacts, and a preliminary evaluation of the level of "significance" of the impacts in accordance with FAA guidance and state and federal special purpose laws.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to complete the environmental assessment in accordance with FAA Order 1050.1 Environmental Impacts: Policies and Procedures, FAA Order 5050.4, NEPA Implementing Instructions for Airport Actions, and other federal and state requirements. The Sponsor will comply with Aviation Program Assurances.

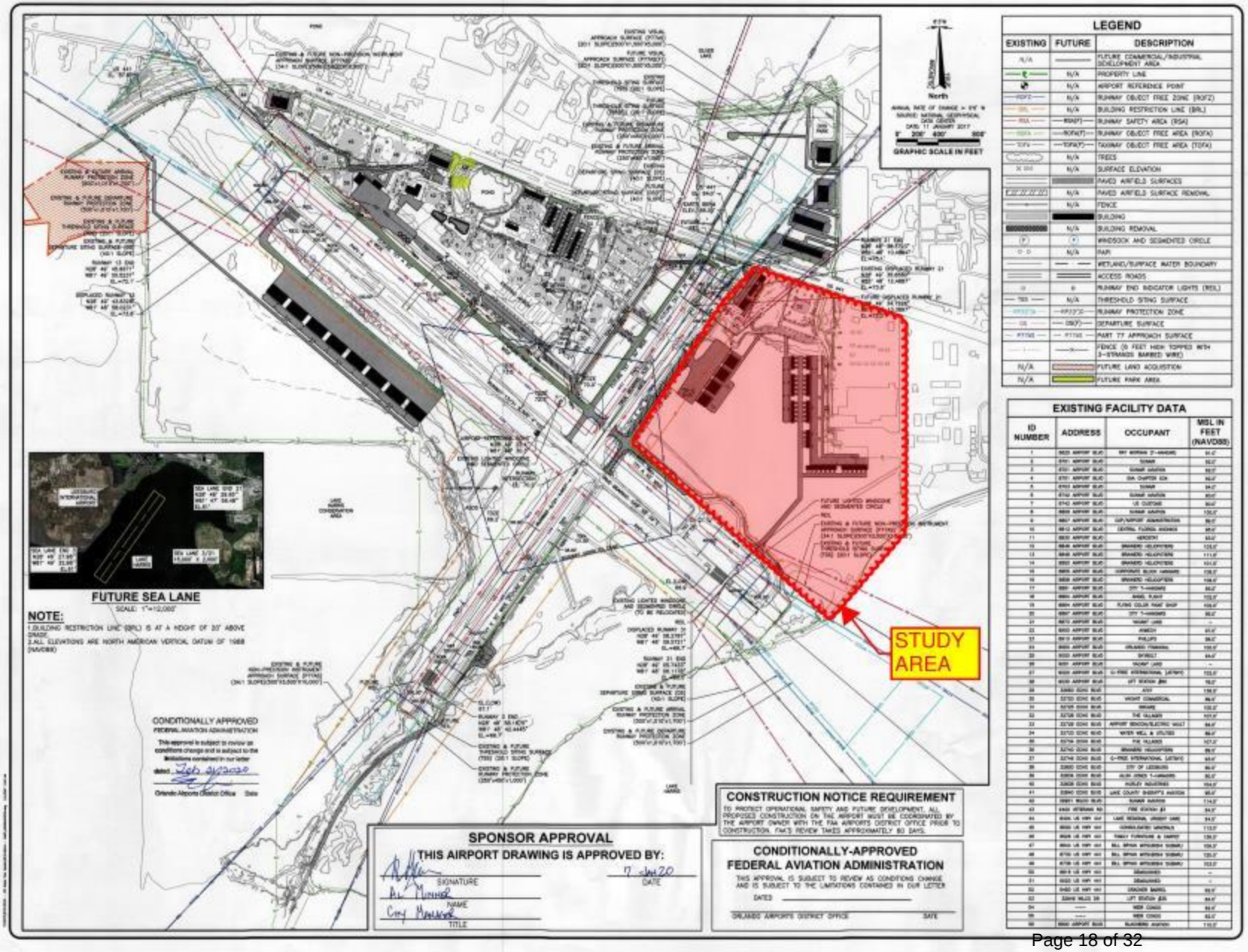
D. Deliverable(s): Final close out documents to be uploaded in JACIP.

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



LEGEND

EXISTING	FUTURE	DESCRIPTION
N/A		FUTURE COMMERCIAL/INDUSTRIAL DEVELOPMENT AREA
	N/A	PROPERTY LINE
	N/A	AIRPORT REFERENCE POINT
ROFZ	N/A	RUNWAY OBJECT FREE ZONE (ROFZ)
BRL	N/A	BUILDING RESTRICTION LINE (BRL)
RSA	RSA(F)	RUNWAY SAFETY AREA (RSA)
ROFA	ROFA(F)	RUNWAY OBJECT FREE AREA (ROFA)
TOFA	TOFA(F)	TAXIWAY OBJECT FREE AREA (TOFA)
	N/A	TREES
X 000	N/A	SURFACE ELEVATION
		PAVED AIRFIELD SURFACES
	N/A	PAVED AIRFIELD SURFACE REMOVAL
	N/A	FENCE
		BUILDING
	N/A	BUILDING REMOVAL
P	P	WINDSOCK AND SEGMENTED CIRCLE
	N/A	PAPI
		WETLAND/SURFACE WATER BOUNDARY
		ACCESS ROADS
		RUNWAY END INDICATOR LIGHTS (REIL)
TSS	N/A	THRESHOLD SITING SURFACE
		RUNWAY PROTECTION ZONE
DS	DS(F)	DEPARTURE SURFACE
FT7S	FT7S(F)	PART 77 APPROACH SURFACE
		FENCE (6 FEET HIGH TOPPED WITH 3-STRANDS BARBED WIRE)
N/A		FUTURE LAND ACQUISITION
N/A		FUTURE PARK AREA

EXISTING FACILITY DATA

ID NUMBER	ADDRESS	OCCUPANT	MSL IN FEET (NAVD88)
1	8620 AIRPORT BLVD	SKY WORKS (T-HANGAR)	84.6'
2	8701 AIRPORT BLVD	SUNAIR	85.0'
3	8721 AIRPORT BLVD	SUNAIR AVIATION	89.0'
4	8751 AIRPORT BLVD	SIA CHAPTER 624	89.0'
5	8763 AIRPORT BLVD	SUNAIR	84.0'
6	8764 AIRPORT BLVD	SUNAIR AVIATION	85.0'
7	8742 AIRPORT BLVD	US CUSTOMS	85.0'
8	8808 AIRPORT BLVD	SUNAIR AVIATION	130.0'
9	8867 AIRPORT BLVD	CAP/AIRPORT ADMINISTRATION	89.0'
10	8812 AIRPORT BLVD	CENTRAL FLORIDA AVIONICS	85.0'
11	8830 AIRPORT BLVD	HERCENY	83.0'
12	8848 AIRPORT BLVD	BRANDED HELICOPTERS	125.0'
13	8848 AIRPORT BLVD	BRANDED HELICOPTERS	111.0'
14	8850 AIRPORT BLVD	BRANDED HELICOPTERS	101.0'
15	8855 AIRPORT BLVD	CORPORATE BLOCK HANGAR	126.0'
16	8858 AIRPORT BLVD	BRANDED HELICOPTERS	108.0'
17	8880 AIRPORT BLVD	CITY T-HANGARS	85.0'
18	8884 AIRPORT BLVD	MABE, R.ALAN	103.0'
19	8884 AIRPORT BLVD	FLYING COLOR PAINT SHOP	108.0'
20	8887 AIRPORT BLVD	CITY T-HANGARS	85.0'
21	8872 AIRPORT BLVD	"MAINT LAND"	--
22	8900 AIRPORT BLVD	AVMECH	85.0'
23	8911 AIRPORT BLVD	PHILIPS	89.0'
24	8900 AIRPORT BLVD	ORLANDO FINANCIAL	108.0'
25	9000 AIRPORT BLVD	SHIRLEY	84.0'
26	9001 AIRPORT BLVD	"MAINT LAND"	--
27	9100 AIRPORT BLVD	G-FREE INTERNATIONAL (ATSPX)	103.0'
28	9100 AIRPORT BLVD	LIFT STATION #3	78.0'
29	32850 EDHO BLVD	ATCT	139.0'
30	32700 EDHO BLVD	MCHAT COMMERCIAL	89.0'
31	32705 EDHO BLVD	GRAVAIR	108.0'
32	32728 EDHO BLVD	THE VILLAGES	103.0'
33	32732 EDHO BLVD	AIRPORT BEACON/ELECTRIC VAULT	84.0'
34	32753 EDHO BLVD	WATER WELL & UTILITIES	84.0'
35	32754 EDHO BLVD	THE VILLAGES	107.0'
36	32760 EDHO BLVD	BRANDED HELICOPTERS	89.0'
37	32748 EDHO BLVD	G-FREE INTERNATIONAL (ATSPX)	89.0'
38	32800 EDHO BLVD	CITY OF LEESBURG	89.0'
39	32808 EDHO BLVD	GLEN ARBOR T-HANGARS	91.0'
40	32828 EDHO BLVD	HURLEY INDUSTRIES	104.0'
41	32840 EDHO BLVD	LAKE COUNTY SHERIFF'S AVIATION	85.0'
42	32851 EDHO BLVD	SUNAIR AVIATION	114.0'
43	8900 AIRPARK RD	FIRE STATION #1	84.0'
44	8300 US HWY 441	LAKE REGIONAL URGENT CARE	84.0'
45	8500 US HWY 441	LEESBURG DENTAL	113.0'
46	8520 US HWY 441	TARGET FURNITURE & CARPET	126.0'
47	8600 US HWY 441	BILL BRYAN MITSUBISHI SUBARU	104.0'
48	8700 US HWY 441	BILL BRYAN MITSUBISHI SUBARU	120.0'
49	8708 US HWY 441	BILL BRYAN MITSUBISHI SUBARU	103.0'
50	8810 US HWY 441	DEMOLISHED	--
51	8920 US HWY 441	DEMOLISHED	--
52	9400 US HWY 441	DRAGON MARKS	89.0'
53	32846 WILD DR	LIFT STATION #26	84.0'
54	----	WEB CONDO	89.0'
55	----	WEB CONDO	89.0'
56	8900 AIRPORT BLVD	BLANDING AVIATION	110.0'

LEESBURG INTERNATIONAL AIRPORT

AIRPORT LAYOUT PLAN SET

AIRPORT LAYOUT PLAN DRAWING

AVCON, INC.

SCALE:

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: M.S
DRAWN BY: M.A
CHECKED BY: M.S
APPROVED BY: M.S
DATE: DECEMBER 2019

FAA AIP NO. 3-12-0042-023-2016
FDOT FM NO 448161-1-94-01
AVCON PROJECT NO. 2016.236.02

SHEET NUMBER

4

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454745-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$148,000.00
454745-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$37,000.00
	Total Financial Assistance						$185,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$148,000.00	$37,000.00	$0.00	$185,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$148,000.00	$37,000.00	$0.00	$185,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Luciana Taylor

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

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

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

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

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $148,000

*The award amount may change with amendments

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

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

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

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

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 10, 2024

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for professional services at the Leesburg International Airport, for a Preliminary Environmental Assessment of the Northeast Quadrant of the Airport, and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Preliminary Environmental Assessment.

Analysis:
The Airport will soon begin construction on multiple projects that have been previously approved by the City Commission. Once construction of four multi-use storage and maintenance hangars and the new fuel farm facility are realized, the Airport will have no 'shovel ready' land left to build upon.

Opportunities for growth and new development will be dependent on wetland mitigation. The Northeast Quadrant of the Airport is most suitable for future development. Existing taxiways (Kilo & Alpha) provide runway access, utilities exist along College Road and Veterans Road which could be extended, and new development, both aeronautical and non-aeronautical, could potentially be built in proximity to the LEE Seaplane Ramp, complimenting that asset and making it more accessible to the public.

This proposal for a Phase I Study of this area, would produce a preliminary consideration report that will address the various required elements for development of a future Environmental Assessment. This is the first step of this process, which is a requirement of the FAA and complies with the prescribed process of the National Environmental Policy Act (NEPA).

The scope of work will incorporate the land north of the Fire Station. This parcel of land was mitigated many years ago; however, regulations have changed, and the FAA requires an environmental study prior to moving forward with the Veteran's Road Infrastructure construction project. This project, which is fully designed, will create up to four ½ acre parcels for others to build vertically.

The Airport Advisory Board has discussed this topic at multiple meetings and have recommended an initial study is justified and necessary for the future growth of the Airport.

Procurement Analysis:

Options:

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

Fiscal Impact:

This project was not anticipated in the current Airport Capital Projects. The City received additional FDOT grant funds of $148,000.00 or 80% of the cost (a budget adjustment will be processed to add this grant to the current budget). The total lump sum cost of this assessment is $184,700.00. The City's cost is 20% or $36,700.00 which is available from savings on other current Airport Capital Projects.

Account No.	048-8099-542-31.30
Project No.	480003
WF No.	1555506/1
Requisition	56538

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR PROFESSIONAL SERVICES AT THE LEESBURG INTERNATIONAL AIRPORT, FOR A PRELIMINARY ENVIRONMENTAL ASSESSMENT OF THE NORTHEAST QUADRANT OF THE AIRPORT, AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, for professional services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

ATTACHMENT A

SCOPE OF SERVICES

Leesburg International Airport

Preliminary Environmental Considerations Study

NE Quadrant Master Plan Development Area

Planning Phase Services

PROJECT DESCRIPTION:

Leesburg International Airport (LEE) has identified a long-term development plan that includes aeronautical and non-aeronautical development in the northeast quadrant (NE Quad) of the airport. Approval and implementation of the "Proposed Project" will require federal actions that are subject to environmental review under the *National Environmental Policy Act* of 1969 (NEPA). Pursuant to Federal Aviation Administration (FAA) instructions implementing NEPA, the environmental review will be accomplished in the form of an Environmental Assessment (EA). This Scope of Services sets forth the work efforts required to identify environmental considerations and potential impacts in accordance with the guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, FAA Order 5050.4B *NEPA Implementing Instructions for Airport Actions*, and the FAA's *1050.1F Desk Reference*. This scope includes investigation of potential impacts to the identified environmental resource categories, a discussion of those potential impacts, and a preliminary evaluation of the level of "significance" of the impacts in accordance with FAA guidance and state and federal special purpose laws.

The Proposed Project includes evaluation of the existing conditions at LEE in the NE Quad future development area. The area to be evaluated is depicted in Figures 1 and 2.

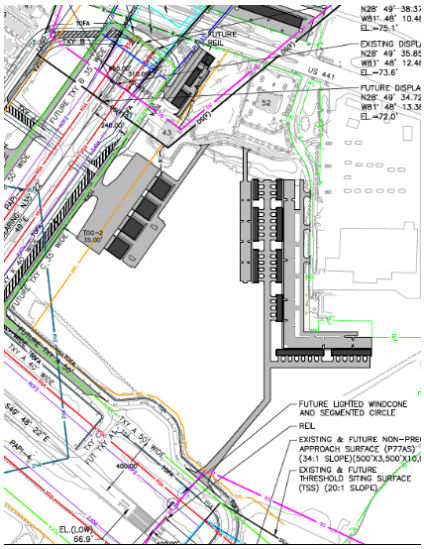


Figure 1 - NE Quad on ALP (source AVCON)

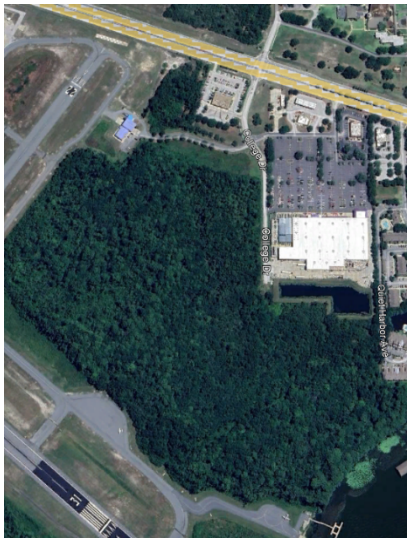


Figure 2 - NE Quad aerial (source Google Earth)

PHASE 1 SERVICES

The Phase 1 tasks outlined in this Scope of Services initiates the Environmental Assessment (EA) planning process and updates and validates project information on which a future EA would be based. This scope does not include planning or environmental services for the development of an EA. CONSULTANT will complete the list of items required by the FAA prior to approval to commence an EA. This includes, but is not limited to:

- Provide current planning and project justification studies.
- Develop a description of the proposed project, its major elements, and connected actions. Include graphics that depict the project site, proposed project, and connected actions. Refer to FAA Order 1050.1F, Section 2-3.2.b and Order 5050.4B, Section 905.c in regard to determining the scope of a proposed project.
- Confirm the scope of the requested federal actions, including Section 163 review.
- Identify any Lead, Cooperating and Participating agencies.
- If necessary, a project-specific forecast for use in the EA may be required. – it is not anticipated that a project specific forecast will be required and is therefore not included in this scope.
- Develop a preliminary purpose and need statement.
- Develop a preliminary range of alternatives.
- Conduct screening activities such as desktop and field assessments, to identify potentially impacted environmental resources.
- Identify potentially significant environmental issues and community concerns.
- Identify potential mitigation strategies for any potentially significant effects.
- Identify EA points of contact (e.g., Sponsor, FAA, relevant agencies).
- Develop and coordinate a schedule, including milestones for all environmental reviews and authorizations required for implementation of the action.
- Determine the type and extent of public involvement to be conducted.
- Identify community and stakeholders affected.
- Determine the extent of additional technical analysis needed.

TASKS AND COST:

This scope of services includes Planning Phase Services. Total Lump Sum cost of this scope of services is **$184,700.00**.

TASK 1 DEVELOP PROJECT DESCRIPTION AND PRELIMINARY PURPOSE AND NEED

For the purpose of developing a description of the Proposed Project for the EA, CONSULTANT will coordinate with CLIENT to review and verify the project development components and construction elements to be evaluated in the EA. Using information and CAD files provided by CLIENT, CONSULTANT will develop detailed project description and graphic(s) and coordinate with CLIENT and FAA to finalize and format the description of the Proposed Project for inclusion in the EA.

The Purpose and Need statement will identify what goals/objectives will be met and/or what shortfalls will be alleviated by the proposed NE Quad Development project. Documentation for this task will require input from and coordination with the CLIENT. This task will also identify the federal actions necessary to implement the Proposed Project; anticipated project development timelines; and likely project costs and funding sources.

The introduction to the Purpose and Need statement will include airport location and vicinity maps, a summary of relevant aviation activity at LEE, the description of the Proposed Project, graphics depicting the Proposed Project, and an overview of the NEPA EA process. Working collaboratively with the CLIENT, CONSULTANT will review prior planning studies and current conditions, and prepare a preliminary Purpose and Need statement. As needed and to the extent budgeted, CONSULTANT will assist the CLIENT to update or gather new data/information that further supports the purpose of and need for the proposed NE Quad Development. CONSULTANT will also concisely describe the requested federal actions, conceptual development timeframe, and conceptual costs.

A draft version of the Purpose and Need statement will be submitted to the CLIENT for review and comment. As directed by the CLIENT, CONSULTANT will provide a copy of the Purpose and Need statement to the FAA for review and comment (electronic copy). CONSULTANT assumes that FAA comments will be incorporated into the Preliminary Draft EA to be developed in Phase 2 and that the preparation and coordination of a subsequent version(s) of the draft statement will not be required.

TASK 2 PRELIMINARY ALTERNATIVES ANALYSIS AND AGENCY REVIEW

The evaluation of alternatives will be limited to the identification and evaluation of alternatives that would meet the purpose and need. The range of alternatives may be up to six options including no action. “Build” alternatives will only be developed to a conceptual (“bubble diagram”) level and would not include the development of detailed layout plans, surveying, engineering design, specialized studies/investigations, and/or detailed construction or operational cost estimates.

CONSULTANT will define criteria for a screening evaluation. The first screening level would determine whether or not an alternative satisfies Purpose and Need criteria. Subsequent screening levels would evaluate environmental, operational, and construction complexity criteria. CONSULTANT will review the proposed screening criteria with CLIENT prior to initiating substantial work on the alternatives analysis. Alternatives will be concisely compared in narrative, tabular, and graphic form. A brief discussion will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA.

A draft version of the Alternatives Analysis will be submitted to CLIENT and the FAA for review and comment. CONSULTANT assumes that FAA comments will be incorporated into the Preliminary Draft EA and that the preparation and coordination of a subsequent version(s) of the Alternatives Analysis will not be required.

TASK 3 EARLY IDENTIFICATION OF POTENTIAL ENVIRONMENTAL IMPACTS

Potential Impacts Analysis

This task includes CONSULTANT conducting a preliminary environmental review to determine potential significant environmental impacts and discussion of the in-depth technical analyses that would be required during development of a future EA. The specific environmental impact categories listed in the FAA's *1050.1F Desk Reference* are identified below:

- Air Quality
- Biological Resources
- Climate
- Coastal Resources
- Department of Transportation Section 4(f) Resources
- Farmlands
- Hazardous Materials and Waste, Solid Waste, and Pollution Prevention
- Historic, Architectural, Archaeological, and Cultural Resources
- Land Use and Surface Transportation
- Natural Resources, Energy Supply, and Sustainable Design
- Noise and Noise-Compatible Land Use
- Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks
- Visual Effects
- Water Resources

The analysis of potential environmental impacts will be conducted for the Proposed Project for the following scenarios: first full operational year (Study Year 1) and five years after the first full operational year (Study Year 2).

Air Quality / Climate

Because Lake County is in air quality attainment, a brief review of the requirements and a qualitative discussion of air quality will be discussed. The FAA requires Air Quality (including construction and operation emissions) and Climate (greenhouse gas emissions – GHG) be modeled using the FAA's Aviation Environmental Design Tool (AEDT) in the development of an EA. This scope does not include modeling or AEDT, but will include a discussion of the requirements for completing these analyses in the EA.

Biological Resources - Wetland Evaluation Report

Because the proposed development area is located almost entirely in jurisdictional wetlands (Figure 3), CONSULTANT will prepare a Wetland Evaluation Report that documents information gathered during the field investigations and includes maps depicting the location of jurisdictional wetlands.

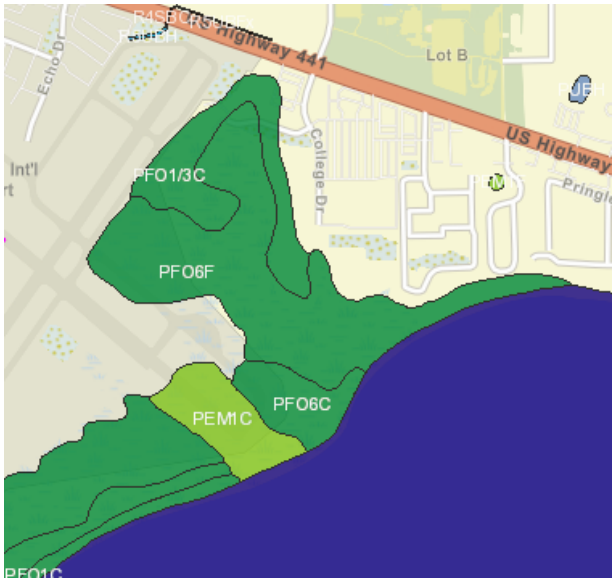


Figure 3: Wetlands (source NWI)

The following information would be contained in the report:

- A description of waters and wetlands found within the project area,
- Discussion of wetland habitats and preliminary functional assessment(s)
- Wetland maps
- Impact calculations (approximate)
- Discussion of potential mitigation strategies and preliminary cost estimates based on current market pricing
- Discussion of regulatory requirements, special purpose laws, permits required and regulatory context
- Other relevant information

Biological Resources – Listed Species / Preliminary Biological Assessment (BA)

CONSULTANT will review the proposed project area for listed species and their habitat. This will include a review of all listed species with the potential for occurrence in the project area and their likelihood of occurrence within the project area and general study area. This will include preliminary field observation and database reviews but will not include any species-specific regulatory surveys. The preliminary BA will include a discussion of potential species and their habitats, will provide a summary of regulatory context and requirements for species with potential affect(s), will provide a discussion of potential conservation measures and additional information relative to the development of the proposed project. This will also include high-level discussion of potential costs associated with future required species-specific surveys, conservation measures, and mitigation, if applicable.

Coastal Resources

While Lake County is not one of the 23 coastal counties, all Florida counties are subject to review under the Coastal Zone Management (CZM) Program. Coastal Resources are reviewed through the Florida Clearinghouse in accordance with the CZMA (Act) While the proposed project is not yet “ripe for determination” of consistency with the CZM, a discussion of this category and expected concurrence will be discussed.

Section 4(f)

Section 4(f) and Section 6(f) of the DOT Act require evaluation of potential impacts to public use facilities, recreation and wildlife refuges. CONSULTANT will conduct a preliminary screening for 4(f) and 6(f) resources and include a discussion of those. This will include graphics depicting potential resources, a characterization of the resource and its use(s) (if possible) and other information relevant to this screening. It will also include a discussion of potential impacts and mitigation measures, where possible. A formal Section 4(f) report is not included in this scope of services, but this screening will provide information that will support a determination as to whether a formal report would be required during development of the future EA.

Farmlands

Prime and Unique Farmlands will be discussed generally. The site does not contain farmlands so it is not anticipated that this category will need significant evaluation in the future EA.

Hazardous Materials and Waste, Solid Waste, and Pollution Prevention

A preliminary screening for these potential effects will be conducted. This will include a discussion of any known sites or considerations; however, a Phase I Environmental Site Assessment (ESA) will not be conducted. This will be required for the future EA.

Historic, Architectural, Archaeological, and Cultural Resources

A Cultural Resources Assessment Survey (CRAS) may be required for the development of an EA, however this scope does not include a full CRAS. CONSULTANT will conduct a preliminary cultural resource screening and identify any potential sites that are identified, if applicable. A CRAS conducted by a qualified professional cultural resources firm would be conducted during the future EA development. A discussion of any sites identified during the screening will be included, as well as supporting graphics or documentation.

Land Use and Surface Transportation / Natural Resources, Energy Supply, and Sustainable Design / Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks / Visual Effects

These resource categories will be discussed generally and will focus on the analyses likely required and approximate level of effort to complete these analyses in the future EA. A review of publicly available databases and data sources will be conducted, and the findings will be included.

Noise and Noise-Compatible Land Use

As with Air Quality and Climate, the FAA requires evaluation of potential noise impacts be completed using AEDT. This modeling will be required for the EA for both construction and operation (opening year and year 5 at a minimum) but is not included in this preliminary study. CONSULTANT will provide an overview of the noise analysis requirements and a discussion as to potential effects based on our understanding of the proposed project. Modeling and analyses of specific impacts is not included.

Water Resources

CONSULTANT will characterize the existing water resources that will need to be evaluated further in the development of the future EA. This will include a discussion of groundwater, surface water and floodplains at a minimum. The proposed development site is located within a flood zone (Figure 4) and a discussion as to the regulatory context and requirements of development within a floodplain will be included.

A discussion of the stormwater management requirements and best management practices will be included, as well as discussion of groundwater and sole source aquifer (if applicable). No special studies or analyses will be conducted under this scope.

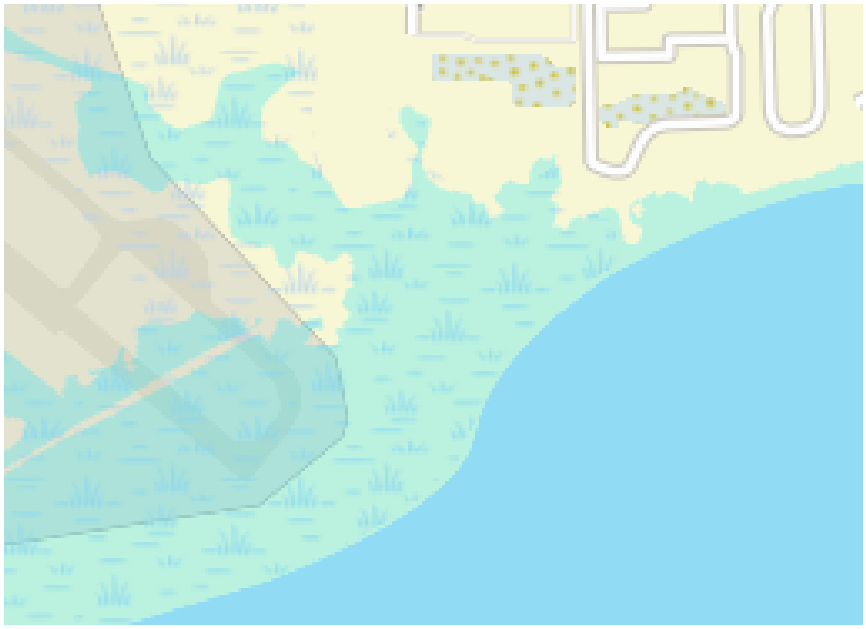


Figure 4: Floodplains (source FEMA)

TASK 4 ADDITIONAL PRE-EA PLANNING ELEMENTS

This includes the elements of the FAA required pre-EA planning not covered by the prior tasks. This includes:

- Identify EA points of contact (e.g., Sponsor, FAA, relevant agencies) and develop a tracking and distribution list.
- Develop and coordinate a schedule, including milestones for all environmental reviews and authorizations required for implementation of the action.
- Determine the type and extent of public involvement to be conducted.
- Identify community and stakeholders affected.
- Other required elements as directed by FAA.

TASK 5 PROJECT COORDINATION AND MANAGEMENT

This task involves the administrative and managerial activities necessary for CONSULTANT to implement and oversee the study. It includes:

- Routine and regular management and administrative tasks, necessary to complete the project. This includes, but is not limited to, preparing and coordinating contract and insurance documents, reviewing project-related financial reports, preparing monthly invoices and progress reports, providing administrative documentation to the CLIENT, and completing internal and external project close-out procedures.
- Routine and regular coordination calls, discussions, and meetings with the CLIENT and FAA on administrative matters, project progress and issues that may arise, and other topics not related to specific tasks outlined in this Scope of Services. FAA typically requires monthly to biweekly calls during this pre-planning. This scope accounts for up to twelve (12) virtual meetings or calls with the FAA and CLIENT.

Deliverables include electronic copies of Contract Documents at the completion of each task. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A

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

THIS TASK ORDER is made as of the 10 day of June in the year 2024, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY", or "SPONSOR", or "OWNER"), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the "PROFESSIONAL", or "CONSULTANT", or "Consultant").

WITNESSTH:

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

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

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

1. **Recitals**.

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

2. **Scope of Services.**

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

Project:
LEESBURG INTERNATIONAL AIRPORT
PRELIMINARY ENVIRONMENTAL CONSIDERATIONS STUDY
NE QUADRANT MASTER PLAN DEVELOPMENT AREA
PLANNING PHASE SERVICES

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **$184,700.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

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

AVCON, INC.

By: _____

Printed: Sandeep Singh

Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry Jr., Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

APROVED AS TO FORM:

_____
William Watson, City Attorney

ATTACHMENT A

SCOPE OF SERVICES

Leesburg International Airport

Preliminary Environmental Considerations Study

NE Quadrant Master Plan Development Area

Planning Phase Services

PROJECT DESCRIPTION:

Leesburg International Airport (LEE) has identified a long-term development plan that includes aeronautical and non-aeronautical development in the northeast quadrant (NE Quad) of the airport. Approval and implementation of the "Proposed Project" will require federal actions that are subject to environmental review under the *National Environmental Policy Act* of 1969 (NEPA). Pursuant to Federal Aviation Administration (FAA) instructions implementing NEPA, the environmental review will be accomplished in the form of an Environmental Assessment (EA). This Scope of Services sets forth the work efforts required to identify environmental considerations and potential impacts in accordance with the guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, FAA Order 5050.4B *NEPA Implementing Instructions for Airport Actions*, and the FAA's *1050.1F Desk Reference*. This scope includes investigation of potential impacts to the identified environmental resource categories, a discussion of those potential impacts, and a preliminary evaluation of the level of "significance" of the impacts in accordance with FAA guidance and state and federal special purpose laws.

The Proposed Project includes evaluation of the existing conditions at LEE in the NE Quad future development area. The area to be evaluated is depicted in Figures 1 and 2.

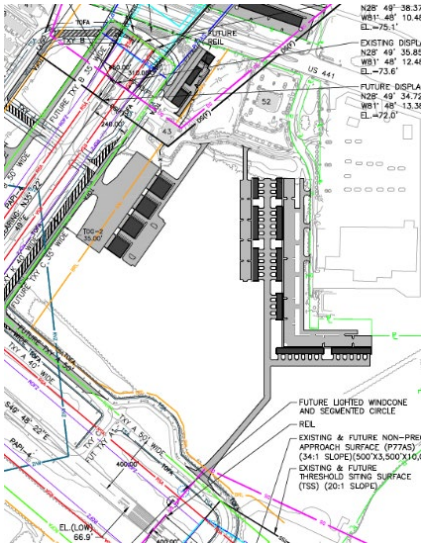


Figure 1 - NE Quad on ALP (source AVCON)

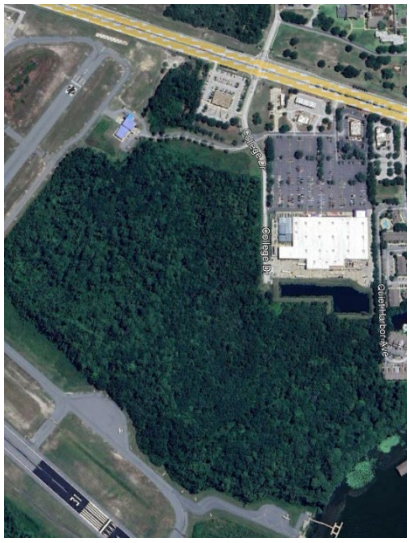


Figure 2 - NE Quad aerial (source Google Earth)

PHASE 1 SERVICES

The Phase 1 tasks outlined in this Scope of Services initiates the Environmental Assessment (EA) planning process and updates and validates project information on which a future EA would be based. This scope does not include planning or environmental services for the development of an EA. CONSULTANT will complete the list of items required by the FAA prior to approval to commence an EA. This includes, but is not limited to:

- Provide current planning and project justification studies.
- Develop a description of the proposed project, its major elements, and connected actions. Include graphics that depict the project site, proposed project, and connected actions. Refer to FAA Order 1050.1F, Section 2-3.2.b and Order 5050.4B, Section 905.c in regard to determining the scope of a proposed project.
- Confirm the scope of the requested federal actions, including Section 163 review.
- Identify any Lead, Cooperating and Participating agencies.
- If necessary, a project-specific forecast for use in the EA may be required. – it is not anticipated that a project specific forecast will be required and is therefore not included in this scope.
- Develop a preliminary purpose and need statement.
- Develop a preliminary range of alternatives.
- Conduct screening activities such as desktop and field assessments, to identify potentially impacted environmental resources.
- Identify potentially significant environmental issues and community concerns.
- Identify potential mitigation strategies for any potentially significant effects.
- Identify EA points of contact (e.g., Sponsor, FAA, relevant agencies).
- Develop and coordinate a schedule, including milestones for all environmental reviews and authorizations required for implementation of the action.
- Determine the type and extent of public involvement to be conducted.
- Identify community and stakeholders affected.
- Determine the extent of additional technical analysis needed.

TASKS AND COST:

This scope of services includes Planning Phase Services. Total Lump Sum cost of this scope of services is **$184,700.00**.

TASK 1 DEVELOP PROJECT DESCRIPTION AND PRELIMINARY PURPOSE AND NEED

For the purpose of developing a description of the Proposed Project for the EA, CONSULTANT will coordinate with CLIENT to review and verify the project development components and construction elements to be evaluated in the EA. Using information and CAD files provided by CLIENT, CONSULTANT will develop detailed project description and graphic(s) and coordinate with CLIENT and FAA to finalize and format the description of the Proposed Project for inclusion in the EA.

The Purpose and Need statement will identify what goals/objectives will be met and/or what shortfalls will be alleviated by the proposed NE Quad Development project. Documentation for this task will require input from and coordination with the CLIENT. This task will also identify the federal actions necessary to implement the Proposed Project; anticipated project development timelines; and likely project costs and funding sources.

The introduction to the Purpose and Need statement will include airport location and vicinity maps, a summary of relevant aviation activity at LEE, the description of the Proposed Project, graphics depicting the Proposed Project, and an overview of the NEPA EA process. Working collaboratively with the CLIENT, CONSULTANT will review prior planning studies and current conditions, and prepare a preliminary Purpose and Need statement. As needed and to the extent budgeted, CONSULTANT will assist the CLIENT to update or gather new data/information that further supports the purpose of and need for the proposed NE Quad Development. CONSULTANT will also concisely describe the requested federal actions, conceptual development timeframe, and conceptual costs.

A draft version of the Purpose and Need statement will be submitted to the CLIENT for review and comment. As directed by the CLIENT, CONSULTANT will provide a copy of the Purpose and Need statement to the FAA for review and comment (electronic copy). CONSULTANT assumes that FAA comments will be incorporated into the Preliminary Draft EA to be developed in Phase 2 and that the preparation and coordination of a subsequent version(s) of the draft statement will not be required.

TASK 2 PRELIMINARY ALTERNATIVES ANALYSIS AND AGENCY REVIEW

The evaluation of alternatives will be limited to the identification and evaluation of alternatives that would meet the purpose and need. The range of alternatives may be up to six options including no action. “Build” alternatives will only be developed to a conceptual (“bubble diagram”) level and would not include the development of detailed layout plans, surveying, engineering design, specialized studies/investigations, and/or detailed construction or operational cost estimates.

CONSULTANT will define criteria for a screening evaluation. The first screening level would determine whether or not an alternative satisfies Purpose and Need criteria. Subsequent screening levels would evaluate environmental, operational, and construction complexity criteria. CONSULTANT will review the proposed screening criteria with CLIENT prior to initiating substantial work on the alternatives analysis. Alternatives will be concisely compared in narrative, tabular, and graphic form. A brief discussion will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA.

A draft version of the Alternatives Analysis will be submitted to CLIENT and the FAA for review and comment. CONSULTANT assumes that FAA comments will be incorporated into the Preliminary Draft EA and that the preparation and coordination of a subsequent version(s) of the Alternatives Analysis will not be required.

TASK 3 EARLY IDENTIFICATION OF POTENTIAL ENVIRONMENTAL IMPACTS

Potential Impacts Analysis

This task includes CONSULTANT conducting a preliminary environmental review to determine potential significant environmental impacts and discussion of the in-depth technical analyses that would be required during development of a future EA. The specific environmental impact categories listed in the FAA's *1050.1F Desk Reference* are identified below:

- Air Quality
- Biological Resources
- Climate
- Coastal Resources
- Department of Transportation Section 4(f) Resources
- Farmlands
- Hazardous Materials and Waste, Solid Waste, and Pollution Prevention
- Historic, Architectural, Archaeological, and Cultural Resources
- Land Use and Surface Transportation
- Natural Resources, Energy Supply, and Sustainable Design
- Noise and Noise-Compatible Land Use
- Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks
- Visual Effects
- Water Resources

The analysis of potential environmental impacts will be conducted for the Proposed Project for the following scenarios: first full operational year (Study Year 1) and five years after the first full operational year (Study Year 2).

Air Quality / Climate

Because Lake County is in air quality attainment, a brief review of the requirements and a qualitative discussion of air quality will be discussed. The FAA requires Air Quality (including construction and operation emissions) and Climate (greenhouse gas emissions – GHG) be modeled using the FAA's Aviation Environmental Design Tool (AEDT) in the development of an EA. This scope does not include modeling or AEDT, but will include a discussion of the requirements for completing these analyses in the EA.

Biological Resources - Wetland Evaluation Report

Because the proposed development area is located almost entirely in jurisdictional wetlands (Figure 3), CONSULTANT will prepare a Wetland Evaluation Report that documents information gathered during the field investigations and includes maps depicting the location of jurisdictional wetlands.



Figure 3: Wetlands (source NWI)

The following information would be contained in the report:

- A description of waters and wetlands found within the project area,
- Discussion of wetland habitats and preliminary functional assessment(s)
- Wetland maps
- Impact calculations (approximate)
- Discussion of potential mitigation strategies and preliminary cost estimates based on current market pricing
- Discussion of regulatory requirements, special purpose laws, permits required and regulatory context
- Other relevant information

Biological Resources – Listed Species / Preliminary Biological Assessment (BA)

CONSULTANT will review the proposed project area for listed species and their habitat. This will include a review of all listed species with the potential for occurrence in the project area and their likelihood of occurrence within the project area and general study area. This will include preliminary field observation and database reviews but will not include any species-specific regulatory surveys. The preliminary BA will include a discussion of potential species and their habitats, will provide a summary of regulatory context and requirements for species with potential affect(s), will provide a discussion of potential conservation measures and additional information relative to the development of the proposed project. This will also include high-level discussion of potential costs associated with future required species-specific surveys, conservation measures, and mitigation, if applicable.

Coastal Resources

While Lake County is not one of the 23 coastal counties, all Florida counties are subject to review under the Coastal Zone Management (CZM) Program. Coastal Resources are reviewed through the Florida Clearinghouse in accordance with the CZMA (Act) While the proposed project is not yet “ripe for determination” of consistency with the CZM, a discussion of this category and expected concurrence will be discussed.

Section 4(f)

Section 4(f) and Section 6(f) of the DOT Act require evaluation of potential impacts to public use facilities, recreation and wildlife refuges. CONSULTANT will conduct a preliminary screening for 4(f) and 6(f) resources and include a discussion of those. This will include graphics depicting potential resources, a characterization of the resource and its use(s) (if possible) and other information relevant to this screening. It will also include a discussion of potential impacts and mitigation measures, where possible. A formal Section 4(f) report is not included in this scope of services, but this screening will provide information that will support a determination as to whether a formal report would be required during development of the future EA.

Farmlands

Prime and Unique Farmlands will be discussed generally. The site does not contain farmlands so it is not anticipated that this category will need significant evaluation in the future EA.

Hazardous Materials and Waste, Solid Waste, and Pollution Prevention

A preliminary screening for these potential effects will be conducted. This will include a discussion of any known sites or considerations; however, a Phase I Environmental Site Assessment (ESA) will not be conducted. This will be required for the future EA.

Historic, Architectural, Archaeological, and Cultural Resources

A Cultural Resources Assessment Survey (CRAS) may be required for the development of an EA, however this scope does not include a full CRAS. CONSULTANT will conduct a preliminary cultural resource screening and identify any potential sites that are identified, if applicable. A CRAS conducted by a qualified professional cultural resources firm would be conducted during the future EA development. A discussion of any sites identified during the screening will be included, as well as supporting graphics or documentation.

Land Use and Surface Transportation / Natural Resources, Energy Supply, and Sustainable Design / Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks / Visual Effects

These resource categories will be discussed generally and will focus on the analyses likely required and approximate level of effort to complete these analyses in the future EA. A review of publicly available databases and data sources will be conducted, and the findings will be included.

Noise and Noise-Compatible Land Use

As with Air Quality and Climate, the FAA requires evaluation of potential noise impacts be completed using AEDT. This modeling will be required for the EA for both construction and operation (opening year and year 5 at a minimum) but is not included in this preliminary study. CONSULTANT will provide an overview of the noise analysis requirements and a discussion as to potential effects based on our understanding of the proposed project. Modeling and analyses of specific impacts is not included.

Water Resources

CONSULTANT will characterize the existing water resources that will need to be evaluated further in the development of the future EA. This will include a discussion of groundwater, surface water and floodplains at a minimum. The proposed development site is located within a flood zone (Figure 4) and a discussion as to the regulatory context and requirements of development within a floodplain will be included.

A discussion of the stormwater management requirements and best management practices will be included, as well as discussion of groundwater and sole source aquifer (if applicable). No special studies or analyses will be conducted under this scope.



Figure 4: Floodplains (source FEMA)

TASK 4 ADDITIONAL PRE-EA PLANNING ELEMENTS

This includes the elements of the FAA required pre-EA planning not covered by the prior tasks. This includes:

- Identify EA points of contact (e.g., Sponsor, FAA, relevant agencies) and develop a tracking and distribution list.
- Develop and coordinate a schedule, including milestones for all environmental reviews and authorizations required for implementation of the action.
- Determine the type and extent of public involvement to be conducted.
- Identify community and stakeholders affected.
- Other required elements as directed by FAA.

TASK 5 PROJECT COORDINATION AND MANAGEMENT

This task involves the administrative and managerial activities necessary for CONSULTANT to implement and oversee the study. It includes:

- Routine and regular management and administrative tasks, necessary to complete the project. This includes, but is not limited to, preparing and coordinating contract and insurance documents, reviewing project-related financial reports, preparing monthly invoices and progress reports, providing administrative documentation to the CLIENT, and completing internal and external project close-out procedures.
- Routine and regular coordination calls, discussions, and meetings with the CLIENT and FAA on administrative matters, project progress and issues that may arise, and other topics not related to specific tasks outlined in this Scope of Services. FAA typically requires monthly to biweekly calls during this pre-planning. This scope accounts for up to twelve (12) virtual meetings or calls with the FAA and CLIENT.

Deliverables include electronic copies of Contract Documents at the completion of each task. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A

TaskOrder-PRELIMINARY ENVIRONMENTAL CONSIDERATIONS STUDY

Final Audit Report 2024-05-30

Created:	2024-05-30
By:	Maria Hritz (maria.hritz@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtcVe4G4WEqukFRtABeC3GWiIjPYszUGh

"TaskOrder-PRELIMINARY ENVIRONMENTAL CONSIDERATIONS STUDY" History

Document created by Maria Hritz (maria.hritz@leesburgflorida.gov)
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Agreement completed.
2024-05-30 - 8:19:56 PM GMT

Adobe Acrobat Sign

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.6.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for the Groves at Whitemarsh, Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Sections 35 and 36, Township 20 South, Range 24 East and Sections 1 and 2, Township 21 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Groves at Whitemarsh Phase 1 Plat)

Staff Recommendation:
Staff recommends approval of the plat for Groves at Whitemarsh, Phase 1 Subdivision.

Analysis:
The property is generally located west of U.S. Highway 27, east of the Florida Turnpike, and north of Bridges Road. The proposal is for approval of a plat consisting of 172 single-family residential lots. The review process for zoning and site plan has been completed. Approval of this plat will allow for the applicant(s) to apply for building permits and construct and sell homes within this new subdivision.

Procurement Analysis:
N/A

Options:
1. Approve the request for a plat for the Groves at Whitemarsh, Phase 1 subdivision; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:
No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR THE GROVES AT WHITEMARSH, PHASE 1, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST AND SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (GROVES AT WHITEMARSH PHASE 1 PLAT)

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

THAT the plat of the following described lands, which is named Groves at Whitemarsh, Phase 1 is hereby approved and accepted by the City of Leesburg, Florida; being

A portion of Sections 35 and 36, Township 20 South, Range 24 East, Sections 1 and 2, Township 21 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 corner of Section 36, Township 20 South, Range 24 East, Lake County, Florida; thence South 00°38'37" West along the West line of the Southwest 1/4 of said Section 36, a distance of 892.29 feet to the POINT OF BEGINNING; thence North 80°23'16" East, 128.50 feet; thence North 63°31'16" East, 67.16 feet; thence North 90°00'00" East, 1136.96 feet to the West line of PLANTATION AT LEESBURG RIVERSIDE VILLAGE, as recorded in Plat Book 51, Pages 56 through 58, Public Records of Lake County, Florida; thence South 00°39'32" West along said West line, 503.43 feet to the Northwest corner of WHITEMARSH, as recorded in Plat Book 61, Pages 22 through 25, Public Records of Lake County, Florida; thence South 00°38'29" West along the West line of said WHITEMARSH, 659.53 feet to the South line of the North 1/2 of the Northwest 1/4 of the Northwest 14 of Section 1, Township 21 South, Range 24 East, Lake County, Florida; thence departing said West line run North 89°13'10" West along said South line, 661.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 1; thence departing said South line run South 00°40'55" West along said East line, 659.94 feet to the Southeast corner of said Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1; thence North 89°15'49" West along the South line of said Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 and along the South line of the Northeast 1/4, of Section 2, Township 21 South, Range 24 East, Lake County, Florida a distance of 855.50 feet to the Easterly right of way line of the Florida Turnpike; thence North 42°28'20" West along said Easterly right of way line, 1540.88 feet; thence departing said Easterly right of way line run North 61°31'56" East, 584.18 feet to the beginning of a non-tangent curve concave Westerly having a radius of 20.00 feet, a chord bearing of North 22°02'08" West, a chord length of 18.94 feet; thence run along the arc of said curve through a central angle of 56°31'30", an arc length of 19.73 feet; thence North 50°17'53" West, 33.55 feet to the beginning of a tangent curve concave Easterly having a radius of 40.00 feet, a chord bearing of North 42°03'52" West, a chord length of 11.46 feet; thence run along the arc of said curve through a central angle of 16°28'03", an arc length of 11.50 feet; thence North 33°49'50" West, 127.90 feet to the beginning of a tangent curve concave Easterly having a radius of 40.00 feet, a chord bearing of North 20°16'39" West, a chord length of 18.75 feet; thence run along the arc of said curve through a central angle of 27°06'22", an arc length of 18.92 feet; thence North 06°43'28" West, 20.64 feet to the beginning of a tangent curve concave Easterly having a radius of 35.00 feet, a chord bearing of North 42°10'16" East, a chord length of 52.75 feet; thence run along the arc of said curve through a central angle of 97°47'28", an arc length of 59.74 feet; thence South 88°55'31" East, 104.74 feet; thence North 01°04'49" East, 5.01 feet; thence South 88°56'00" East, 15.00 feet; thence South 01°04'00" West, 37.40 feet to the beginning of a tangent curve concave Easterly having a radius of 240.00 feet, a chord bearing of South 13°42'02" East, a chord length of 122.35 feet; thence run along the arc of said curve through a central angle of 29°32'04", an arc length of 123.71 feet; thence South 28°28'04" East, 38.14 feet; thence North 61°31'56" East, 115.00 feet; thence North 58°54'18" East, 50.05 feet; thence North 61°31'56" East, 115.00 feet; thence North 13°15'03" West, 50.43 feet; thence North 01°04'00" East, 50.00 feet; thence South 88°56'00" East, 165.00 feet; thence South 01°04'00" West, 13.59 feet to the beginning of a tangent curve concave Easterly having a radius of 75.00 feet, a chord bearing of South 08°15'28" East, a chord length of 24.30 feet; thence run along the arc of said curve through a central angle of 18°38'56", an arc length of 24.41 feet; thence North 61°31'23" East, 113.65 feet; thence North 69°19'13" East, 91.38 feet; thence North 80°23'16" East, 72.72 feet to the POINT OF BEGINNING.

(See Exhibit A, Groves at Whitemarsh, Phase 1 Plat attached)

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 10th day of June 2024.

_____
Mayor

ATTEST:

_____
City Clerk

GROVES AT WHITEMARSH PHASE 1

LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

DESCRIPTION:

A portion of Sections 35 and 36, Township 20 South, Range 24 East, Sections 1 and 2, Township 21 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 corner of Section 36, Township 20 South, Range 24 East, Lake County, Florida; thence South 00°38'37" West along the West line of the Southwest 1/4 of said Section 36, a distance of 892.29 feet to the POINT OF BEGINNING; thence North 80°23'16" East, 128.50 feet; thence North 63°31'16" East, 67.16 feet; thence North 90°00'00" East, 1136.96 feet to the West line of PLANTATION AT LEESBURG RIVERSIDE VILLAGE, as recorded in Plat Book 51, Pages 56 through 58, Public Records of Lake County, Florida; thence South 00°39'32" West along said West line, 503.43 feet to the Northwest corner of WHITEMARSH, as recorded in Plat Book 61, Pages 22 through 25, Public Records of Lake County, Florida; thence South 00°38'29" West along the West line of said WHITEMARSH, 659.53 feet to the South line of the North 1/2 of the Northwest 1/4 of the Northwest 14 of Section 1, Township 21 South, Range 24 East, Lake County, Florida; thence departing said West line run North 89°13'10" West along said South line, 661.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 1; thence departing said South line run South 00°40'55" West along said East line, 659.94 feet to the Southeast corner of said Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1; thence North 89°15'49" West along the South line of said Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 and along the South line of the Northeast 1/4, of Section 2, Township 21 South, Range 24 East, Lake County, Florida a distance of 855.50 feet to the Easterly right of way line of the Florida Turnpike; thence North 42°28'20" West along said Easterly right of way line, 1540.88 feet; thence departing said Easterly right of way line run North 61°31'56" East, 584.18 feet to the beginning of a non-tangent curve concave Westerly having a radius of 20.00 feet, a chord bearing of North 22°02'08" West, a chord length of 18.94 feet; thence run along the arc of said curve through a central angle of 56°31'30", an arc length of 19.73 feet; thence North 50°17'53" West, 33.55 feet to the beginning of a tangent curve concave Easterly having a radius of 40.00 feet, a chord bearing of North 42°03'52" West, a chord length of 11.46 feet; thence run along the arc of said curve through a central angle of 16°28'03", an arc length of 11.50 feet; thence North 33°49'50" West, 127.90 feet to the beginning of a tangent curve concave Easterly having a radius of 40.00 feet, a chord bearing of North 20°16'39" West, a chord length of 18.75 feet; thence run along the arc of said curve through a central angle of 27°06'22", an arc length of 18.92 feet; thence North 06°43'28" West, 20.64 feet to the beginning of a tangent curve concave Easterly having a radius of 35.00 feet, a chord bearing of North 42°10'16" East, a chord length of 52.75 feet; thence run along the arc of said curve through a central angle of 97°47'28", an arc length of 59.74 feet; thence South 88°55'31" East, 104.74 feet; thence North 01°04'49" East, 5.01 feet; thence South 88°56'00" East, 15.00 feet; thence South 01°04'00" West, 37.40 feet to the beginning of a tangent curve concave Easterly having a radius of 240.00 feet, a chord bearing of South 13°42'02" East, a chord length of 122.35 feet; thence run along the arc of said curve through a central angle of 29°32'04", an arc length of 123.71 feet; thence South 28°28'04" East, 38.14 feet; thence North 61°31'56" East, 115.00 feet; thence North 58°54'18" East, 50.05 feet; thence North 61°31'56" East, 115.00 feet; thence North 13°15'03" West, 50.43 feet; thence North 01°04'00" East, 50.00 feet; thence South 88°56'00" East, 165.00 feet; thence South 01°04'00" West, 13.59 feet to the beginning of a tangent curve concave Easterly having a radius of 75.00 feet, a chord bearing of South 08°15'28" East, a chord length of 24.30 feet; thence run along the arc of said curve through a central angle of 18°38'56", an arc length of 24.41 feet; thence North 61°31'23" East, 113.65 feet; thence North 69°19'13" East, 91.38 feet; thence North 80°23'16" East, 72.72 feet to the POINT OF BEGINNING.

Containing 74.166 acres, more or less.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS BEING S00°38'37"W, A GRID BEARING BASE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT). EAST ZONE. REFERENCED TO THE GEODETIC CONTROL POINTS, ESTABLISHED WITHIN THE LAKE COUNTY CONTROL NETWORK. CONTROL POINTS "LK 07" AND "LK 97".
2. ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR) = NON-RADIAL.
3. PROPERTY IS LOCATED IN FLOOD ZONES "X", AND "AE" (BASE FLOOD ELEVATIONS 88.1 AND 88.2) ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR LAKE COUNTY COMMUNITY PANEL NUMBER 12069C0460E AND 12069C0480E, DECEMBER 18, 2012, REVISED TO REFLECT LETTER OF MAP REVISION CASE NO. 22-04-3930P EFFECTIVE SEPTEMBER 25, 2023. THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
4. THE STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM 1983 (NAD 83-2011 ADJUSTMENT), EAST ZONE. (COORDINATES SHOWN AS NORTHING= N:1431064.72, EASTING= E:762080.25).
5. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS PARAGRAPH SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. FURTHER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
7. TRACTS OS-1, OS-2, OS-3 AND OS-4, (RECREATION AND OPEN SPACE), TRACTS OS-5, OS-6, OS-7 AND OS-8 (OPEN SPACE) AND TRACT P-1 (PARK) SHALL BE OWNED AND MAINTAINED BY THE THE GROVES AT WHITEMARSH COMMUNITY ASSOCIATION, INC. (HEREAFTER REFERRED TO AS "ASSOCIATION").
8. TRACTS SW-2, SW-3, SW-5 AND SW-6 (STORMWATER POND) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION. SAID TRACTS ARE SUBJECT TO A DRAINAGE EASEMENT IN FAVOR OF THE CITY OF LEESBURG, OVER THE ENTIRETY OF THE TRACTS.
9. TRACTS W-1, W-2 AND W-3 (WETLAND /CONSERVATION) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
10. TRACT LS-1 (LIFT STATION) SHALL BE OWNED AND MAINTAINED BY THE CITY OF LEESBURG.
11. THERE IS A 5.00' WIDE DRAINAGE EASEMENT ON ALL SIDE LOT LINES UNLESS OTHERWISE NOTED. (SEE SHEET 2 FOR TYPICAL LOT DETAIL.) ALL OTHER SIDE, REAR AND FRONT LOT EASEMENTS ARE GRAPHICALLY SHOWN HEREON.
12. IT IS THE RESPONSIBILITY OF THE ASSOCIATION TO OPERATE AND MAINTAIN ANY STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHTS-OF-WAY UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSUMED BY THE THE CITY OF LEESBURG AND IN SUCH CASE, CITY OF LEESBURG SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND EASEMENTS DESIGNATED ON THIS PLAT FOR STORMWATER PURPOSES. THE REAL PROPERTY UNDERLYING DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE INDIVIDUAL OWNER OF EACH LOT.

PROPERTY INFORMATION REPORT - EXCEPTION NOTES

The Property Information Report letter Dated April 11, 2024 issued by First American Title Insurance Company identifying underlying rights of way, easements or plats affecting said property are as follows:

1. Right-of-Way Easement in favor of Sumter Electric Cooperative, Inc., a corporation existing under the laws of the State of Florida, recorded June 3, 1969 in Official Records Book 382, Page 574, Public Records of Lake County, Florida. (AFFECTS PROPERTY, BLANKET EASEMENT OVER THE SW1/4 OF THE SW1/4 OF SECTION 36-20-24.)

2. Perpetual Non-Exclusive Easement Deed by and between Scott A. Lucas and Jacqueline Lucas, his wife, and Fancy Farms of Tavares, Inc., a Florida corporation, recorded December 16, 2005 in Official Records Book 3037, Page 1634, Public Records of Lake County, Florida. (AFFECTS PROPERTY, BLANKET IN NATURE)

POULOS & BENNETT
2602 LIVINGSTON ST.
ORLANDO, FLORIDA 32803
407-487-2594
LICENSED BUSINESS #8606

LEGEND AND ABBREVIATIONS:

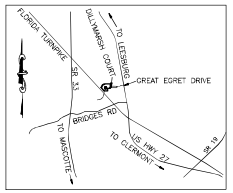
■	SET 4"X4" CONCRETE MONUMENT, PRM LB #8606 PERMANENT REFERENCE MONUMENT
□	FOUND 4"X4" CONCRETE MONUMENT, NO ID
●	SET NAIL AND DISK, PCP LB #8606 PERMANENT CONTROL POINT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
D.E.	DRAINAGE EASEMENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE OR PAGES
R/W	RIGHT OF WAY
NR	NON-RADIAL
R	RADIUS
A	ARC LENGTH
D	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
NT	NON-TANGENT
PT	POINT OF TANGENCY
PI	POINT OF INTERSECTION
RP	RADIUS POINT
(OA)	OVERALL DISTANCE

NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
℄	CENTERLINE
	CHANGE IN DIRECTION
C#	CURVE NUMBER
LB	LICENSED BUSINESS
ID	IDENTIFICATION
1-21-24	SECTION 1, TOWNSHIP 21 S, RANGE 24 E
U.E.	UTILITY EASEMENT
N.T.S.	NOT TO SCALE
L.B.E.	LANDSCAPE BUFFER EASEMENT

SHEET INDEX:

SHEET 1: LEGAL DESCRIPTION, DEDICATION, NOTES

SHEETS 2-7: GEOMETRY-PLAT DETAIL



VICINITY MAP
(NOT TO SCALE)



KEY MAP
SCALE: 1" = 600'

"NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

CERTIFICATE OF SURVEYOR REVIEW

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

NAME DATE
REGISTRATION NO.

PLAT BOOK PAGE

SHEET 1 OF 7

GROVES AT WHITEMARSH PHASE 1

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE DRAINAGE AND UTILITY EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC. THE INTERIOR SUBDIVISION STREETS (DILLYMARSH COURT, CLIFFBOW LOOP, HUNTINGNET WAY, LOVEMERE LANE AND NEWRICH WAY) ARE HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE CITY OF LEESBURG, FLORIDA FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC ROADWAY AND UTILITY PURPOSES. THE ROADWAY IMPROVEMENTS AND UTILITIES LOCATED WITHIN THE RIGHT-OF-WAY FOR THE INTERIOR SUBDIVISION STREETS (DILLYMARSH COURT, CLIFFBOW LOOP, HUNTINGNET WAY, LOVEMERE LANE AND NEWRICH WAY) SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF LEESBURG. TRACTS OS-1, OS-2, OS-3 AND OS-4, (RECREATION AND OPEN SPACE), TRACTS OS-5, OS-6, OS-7 AND OS-8 (OPEN SPACE), TRACT P-1 (PARK) AND TRACTS SW-2, SW-3, SW-5 AND SW-6 (STORMWATER POND) SHALL BE OWNED AND MAINTAINED BY THE THE GROVES AT WHITEMARSH COMMUNITY ASSOCIATION, INC. (HEREAFTER REFERRED TO AS "ASSOCIATION"). TRACT LS-1 (LIFT STATION) IS HEREBY DEDICATED TO THE CITY OF LEESBURG.

IN WITNESS WHEREOF, THE UNDERSIGNED, STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED MANAGER THEREUNTO DULY AUTHORIZED ON THIS ____DAY OF _____, 2024.

STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
PRINTED NAME:
TITLE: MANAGER

WITNESS WITNESS

PRINTED NAME PRINTED NAME

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS___DAY OF_____, 2024, BY_____, MANAGER, STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____
COMMISSION #: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

STEVEN E. BLANKENSHIP, P.S.M. DATE
REGISTRATION NO. 5361
POULOS & BENNETT
2602 E. LIVINGSTON ST.
ORLANDO, FLORIDA 32803
LICENSED BUSINESS #8606

CERTIFICATE OF APPROVAL BY MUCICPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY THE SAID THE CITY COMMISSION FOR RECORD, AND THE DEDICATION OF THE STREETS AND PUBLIC PLACES ACCEPTED FOR MUNICIPAL PURPOSES OF SAID CITY ON THE ____ DAY OF _____, 2024; PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN NINETY (90) DAYS UNLESS AN EXTENSION IS GRANTED FROM THE DATE OF APPROVAL BY SAID COMMISSION.

CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR - COMMISSIONER

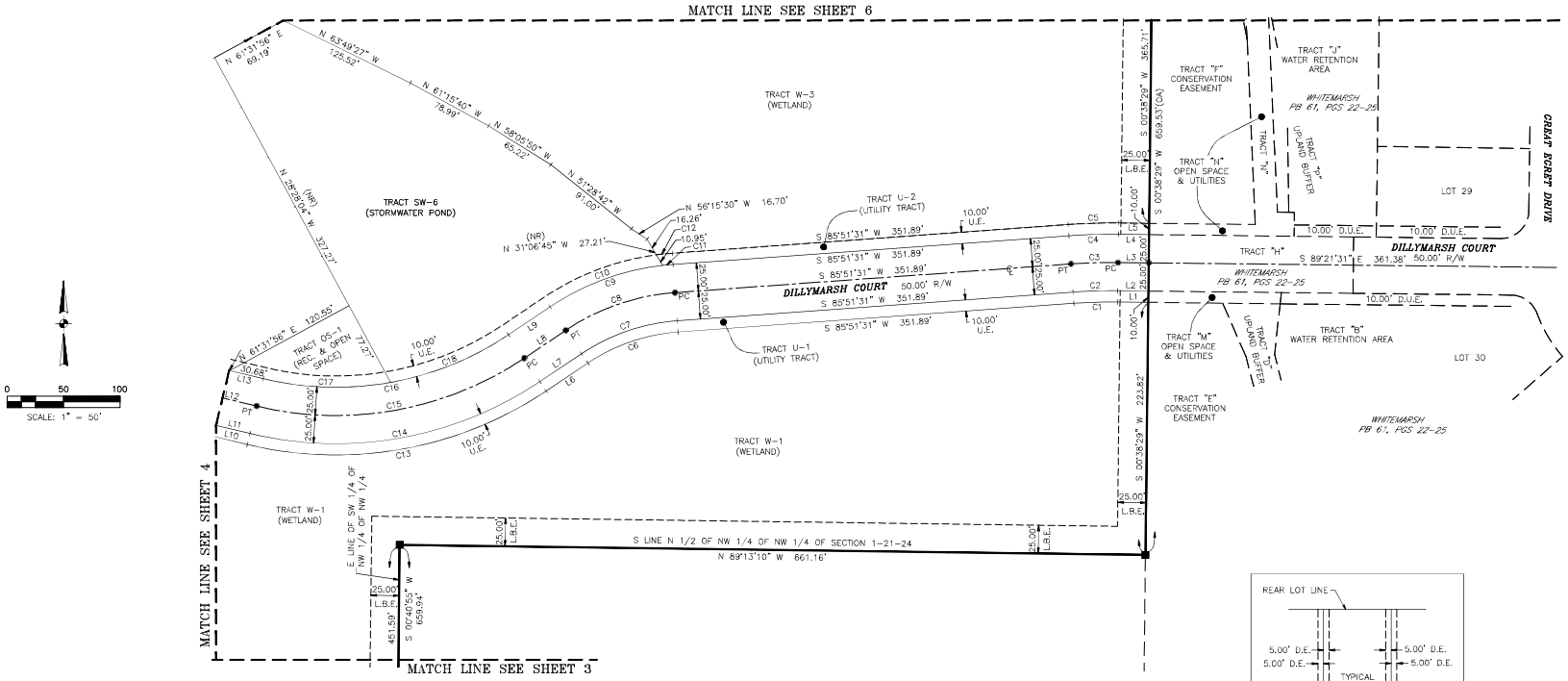
ATTEST: _____
CITY CLERK

GROVES AT WHITEMARSH PHASE 1

LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

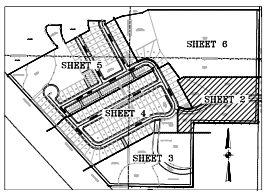
PLAT BOOK PAGE

SHEET 2 OF 7

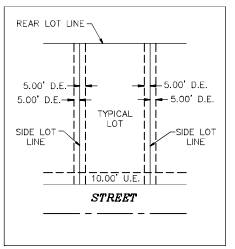


LINE	BEARING	DISTANCE
L1	S 89°21'31" E	27.16'
L2	S 89°21'31" E	27.16'
L3	S 89°21'31" E	27.16'
L4	S 89°21'31" E	27.16'
L5	S 89°21'31" E	27.16'
L6	N 56°10'22" E	44.47'
L7	N 56°10'22" E	44.47'
L8	N 56°10'22" E	44.47'
L9	N 56°10'22" E	44.47'
L10	S 76°28'26" E	44.47'
L11	S 76°28'26" E	31.05'
L12	S 76°28'26" E	68.89'
L13	S 76°28'26" E	31.05'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	465.00'	38.83'	38.80'	N 88°15'00" E	04°46'58"
C2	475.00'	39.65'	39.64'	S 88°15'00" W	04°46'58"
C3	500.00'	41.74'	41.73'	S 88°15'00" W	04°46'58"
C4	525.00'	43.82'	43.81'	S 88°15'00" W	04°46'58"
C5	535.00'	44.65'	44.65'	N 88°15'00" E	04°46'58"
C6	165.00'	85.49'	84.54'	N 7°00'57" E	29°41'09"
C7	175.00'	90.67'	89.66'	S 7°00'57" W	29°41'09"
C8	200.00'	103.62'	102.47'	S 7°00'57" W	29°41'09"
C9	225.00'	116.58'	115.28'	S 7°00'57" W	29°41'09"
C10	225.00'	107.40'	106.39'	N 69°50'53" E	27°21'01"
C11	225.00'	9.17'	9.17'	N 84°11'27" E	02°20'08"
C12	235.00'	14.14'	14.14'	N 84°08'03" E	03°26'55"
C13	335.00'	276.87'	269.06'	N 79°50'58" E	47°21'12"
C14	325.00'	268.60'	261.02'	S 79°50'58" W	47°21'12"
C15	300.00'	247.94'	240.95'	S 79°50'58" W	47°21'12"
C16	275.00'	227.28'	220.87'	S 79°50'58" W	47°21'12"
C17	275.00'	113.84'	113.03'	S 88°19'59" E	23°43'06"
C18	275.00'	113.44'	112.64'	N 67°59'25" E	23°38'06"



KEY MAP
SCALE: 1" = 600'



TYPICAL LOT SIDE DRAINAGE EASEMENTS
SCALE: 1" = 50'

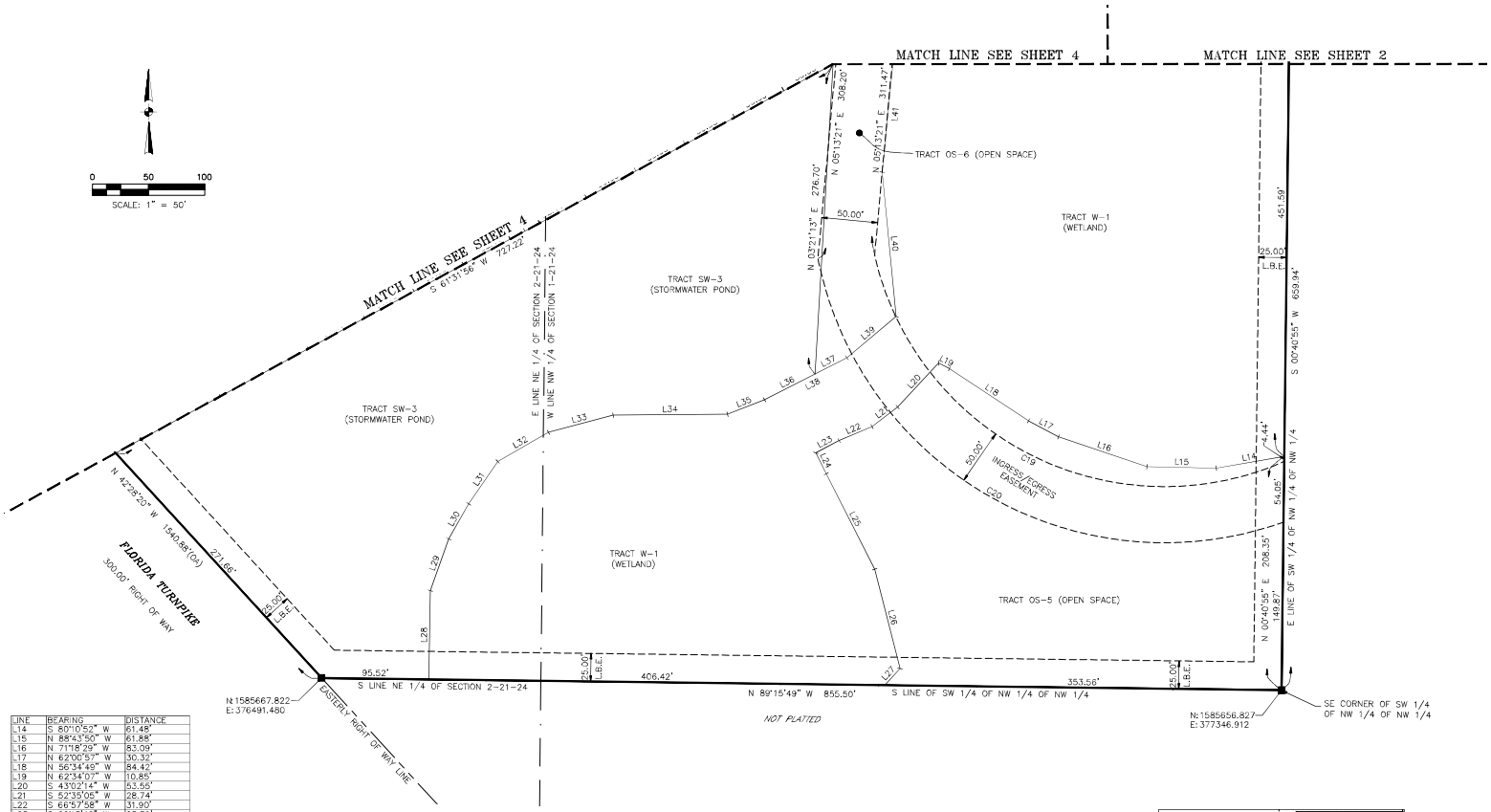
POULOS & BENNETT
2602 LIVINGSTON ST.
ORLANDO, FLORIDA 32803
407-487-2594
LICENSED BUSINESS #8606

GROVES AT WHITEMARSH PHASE 1

LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

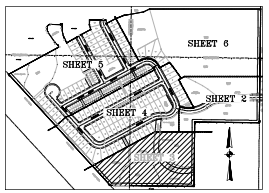
PLAT BOOK PAGE

SHEET 3 OF 7



LINE	BEARING	DISTANCE
L14	S 80°10'52" W	61.48'
L15	N 88°43'56" W	61.88'
L16	N 71°18'29" W	83.09'
L17	N 62°00'57" W	30.32'
L18	N 56°34'49" W	84.42'
L19	N 62°34'07" W	10.86'
L20	S 43°02'14" W	53.55'
L21	S 52°35'05" W	28.74'
L22	S 66°57'58" W	31.90'
L23	S 62°13'46" W	23.39'
L24	S 26°14'45" E	20.86'
L25	S 26°55'08" E	95.40'
L26	S 14°18'42" E	91.31'
L27	N 42°28'45" E	20.08'
L28	N 00°59'35" E	78.99'
L29	N 19°37'31" E	48.90'
L30	N 29°36'42" E	36.09'
L31	N 34°28'41" E	45.64'
L32	N 60°03'31" E	52.12'
L33	N 75°10'19" E	59.68'
L34	N 89°30'46" E	101.88'
L35	N 68°38'56" E	35.42'
L36	N 62°58'50" E	50.47'
L37	N 62°58'50" E	31.96'
L38	N 62°58'50" E	82.44'
L39	N 50°04'46" E	57.29'
L40	N 05°32'45" W	129.18'
L41	N 05°38'00" E	105.44'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C19	264.91'	466.74'	408.67'	N 63°16'50" W	100°56'51"
C20	314.91'	540.72'	476.70'	N 60°29'34" W	98°22'49"



KEY MAP
SCALE: 1" = 600'

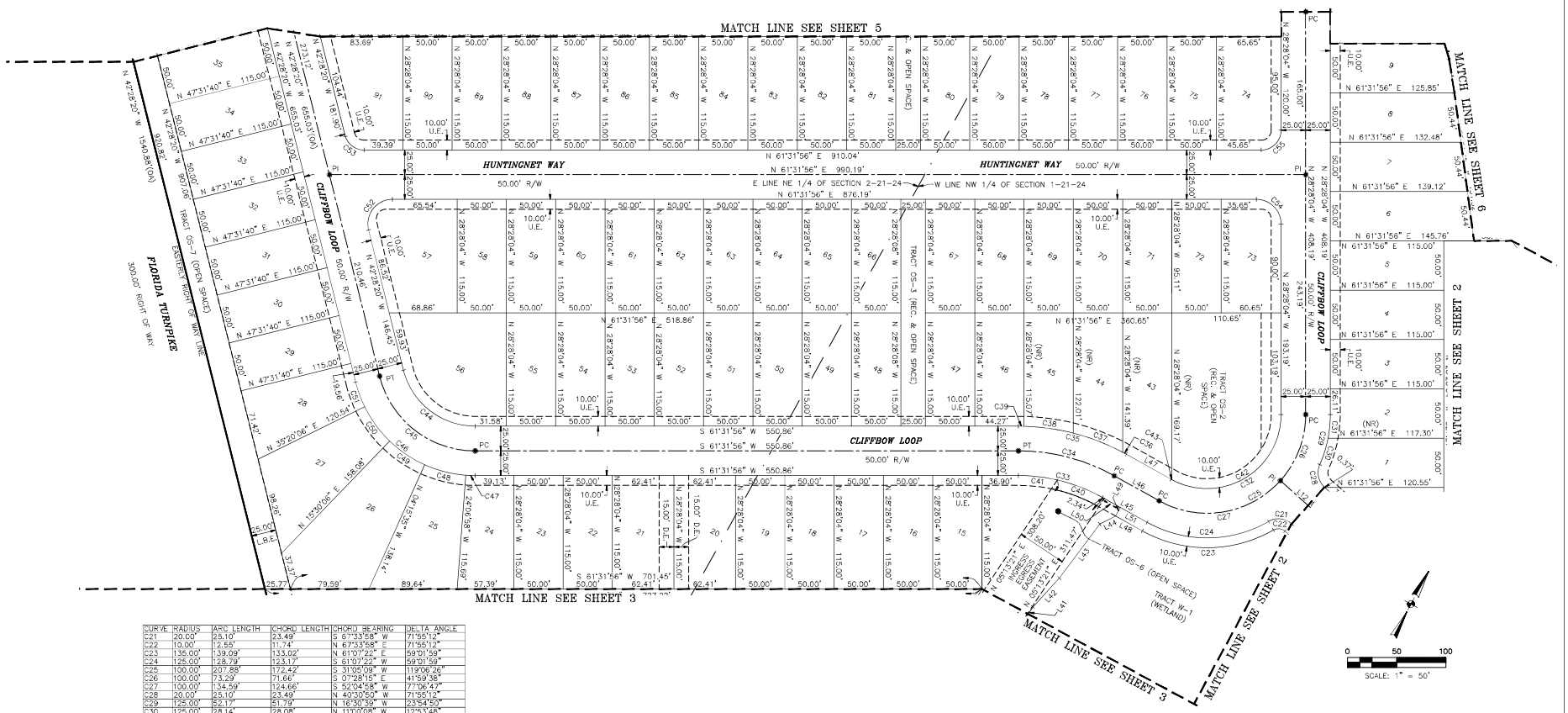
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LICENSED BUSINESS #8606

GROVES AT WHITEMARSH PHASE 1

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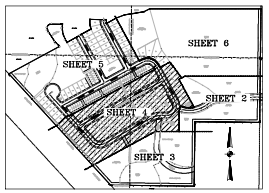
PLAT BOOK PAGE

SHEET 4 OF 7



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C21	20.00'	25.10'	23.49'	S 67°33'58" W	71°55'12"
C22	10.00'	12.55'	11.74'	N 67°33'58" E	71°55'12"
C23	135.00'	139.09'	133.02'	N 61°07'22" E	59°01'59"
C24	125.00'	128.79'	123.17'	S 61°07'22" W	59°01'59"
C25	100.00'	207.88'	172.42'	S 31°05'09" W	119°06'26"
C26	100.00'	73.29'	71.66'	S 07°28'15" E	41°59'38"
C27	100.00'	134.59'	124.66'	S 52°04'58" W	77°06'47"
C28	20.00'	25.10'	23.49'	N 40°30'50" W	71°55'12"
C29	125.00'	52.17'	51.79'	N 16°30'39" W	23°54'50"
C30	125.00'	28.14'	28.08'	N 1°10'08" W	12°53'48"
C31	125.00'	24.04'	24.00'	N 22°57'33" W	11°01'03"
C32	75.00'	155.91'	129.32'	S 31°05'09" W	119°06'26"
C33	175.00'	88.90'	87.95'	S 76°05'09" W	29°06'26"
C34	200.00'	101.60'	100.51'	S 76°05'09" W	29°06'26"
C35	225.00'	114.30'	113.08'	S 76°05'09" W	29°06'26"
C36	225.00'	4.24'	4.24'	N 89°54'00" W	01°04'43"
C37	225.00'	53.75'	53.62'	S 82°43'00" W	13°41'16"
C38	225.00'	50.59'	50.48'	S 69°25'56" W	12°52'53"
C39	225.00'	5.73'	5.73'	S 62°15'42" W	01°27'33"
C40	175.00'	49.00'	48.84'	S 82°37'03" W	16°02'38"
C41	175.00'	39.90'	39.81'	S 68°33'50" W	13°03'48"
C42	75.00'	154.96'	128.83'	S 30°43'24" W	118°22'52"
C43	75.00'	0.95'	0.95'	N 89°43'23" W	00°43'29"
C44	75.00'	99.48'	92.34'	N 80°28'12" W	75°59'44"
C45	100.00'	132.64'	123.13'	N 80°28'12" W	75°59'44"
C46	125.00'	165.80'	153.91'	N 80°28'12" W	75°59'44"
C47	125.00'	9.49'	9.49'	S 63°42'29" W	04°21'06"
C48	125.00'	43.32'	43.10'	S 75°48'43" W	19°51'23"
C49	125.00'	43.11'	42.90'	N 84°22'45" W	19°45'41"
C50	125.00'	43.27'	43.05'	N 64°34'54" W	19°50'00"
C51	125.00'	26.60'	26.55'	N 45°34'07" W	12°11'33"
C52	25.00'	45.38'	39.40'	N 09°31'48" E	104°00'16"
C53	20.17'	25.00'	23.43'	N 82°47'24" W	71°01'44"
C54	25.00'	39.27'	35.36'	N 73°28'04" W	90°00'00"
C55	20.00'	31.42'	28.28'	N 16°31'56" E	90°00'00"

LINE	BEARING	DISTANCE
L12	S 76°28'26" E	68.89'
L41	N 05°38'00" E	105.44'
L42	N 13°56'23" E	39.74'
L43	N 08°19'01" E	68.30'
L44	N 34°45'17" E	18.12'
L45	N 89°21'38" W	52.02'
L46	N 89°21'38" W	52.02'
L47	N 89°21'38" W	52.02'
L48	S 89°21'38" E	31.02'
L49	N 00°38'22" E	10.00'
L50	S 89°21'38" E	21.00'
L51	S 89°21'38" E	31.02'



KEY MAP
SCALE: 1" = 600'

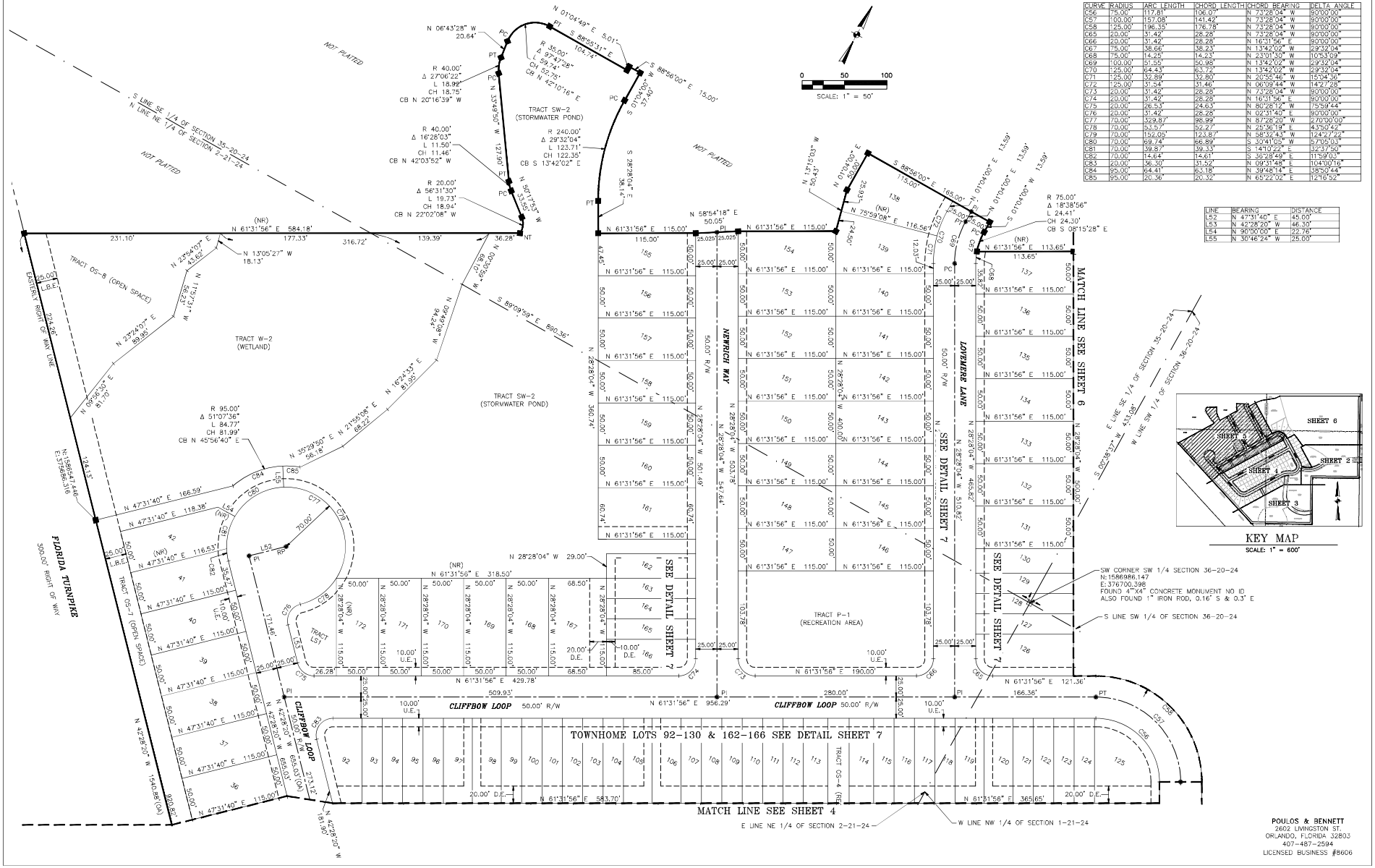
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GROVES AT WHITEMARSH PHASE 1

LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 5 OF 7



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C56	75.00'	117.81'	106.07'	N 73°28'04" W	90°00'00"
C57	100.00'	157.08'	141.42'	N 73°28'04" W	90°00'00"
C58	125.00'	196.35'	176.78'	N 73°28'04" W	90°00'00"
C65	20.00'	31.42'	28.28'	N 73°28'04" W	90°00'00"
C66	20.00'	31.42'	28.28'	N 16°31'56" E	90°00'00"
C67	75.00'	38.66'	38.23'	N 13°42'02" W	29°32'04"
C68	75.00'	14.25'	14.23'	N 23°01'30" W	10°53'09"
C69	100.00'	51.55'	50.98'	N 13°42'02" W	29°32'04"
C70	125.00'	64.43'	63.72'	N 13°42'02" W	29°32'04"
C71	125.00'	32.89'	32.80'	N 20°55'46" W	15°04'36"
C72	125.00'	31.54'	31.46'	N 06°08'44" W	14°27'28"
C73	20.00'	31.42'	28.28'	N 73°28'04" W	90°00'00"
C74	20.00'	31.42'	28.28'	N 16°31'56" E	90°00'00"
C75	20.00'	26.53'	24.63'	N 80°28'12" W	75°59'44"
C76	20.00'	31.42'	28.28'	N 02°31'40" E	90°00'00"
C77	70.00'	529.87'	98.99'	N 87°28'20" W	270°00'00"
C78	70.00'	53.57'	52.27'	N 25°36'19" E	43°50'42"
C79	70.00'	152.05'	123.87'	N 58°32'43" W	124°27'22"
C80	70.00'	69.74'	66.89'	S 30°41'05" W	57°05'13"
C81	70.00'	39.87'	39.33'	S 14°10'22" E	32°37'50"
C82	70.00'	14.64'	14.61'	S 36°28'49" E	11°59'02"
C83	20.00'	36.30'	31.52'	N 09°31'48" E	104°00'16"
C84	95.00'	64.41'	63.16'	N 39°48'14" E	38°50'44"
C85	95.00'	20.36'	20.32'	N 65°22'02" E	12°16'52"

LINE	BEARING	DISTANCE
L52	N 47°31'40" E	45.00'
L53	N 42°28'20" W	46.30'
L54	N 90°00'00" E	22.76'
L55	N 30°46'24" W	25.00'

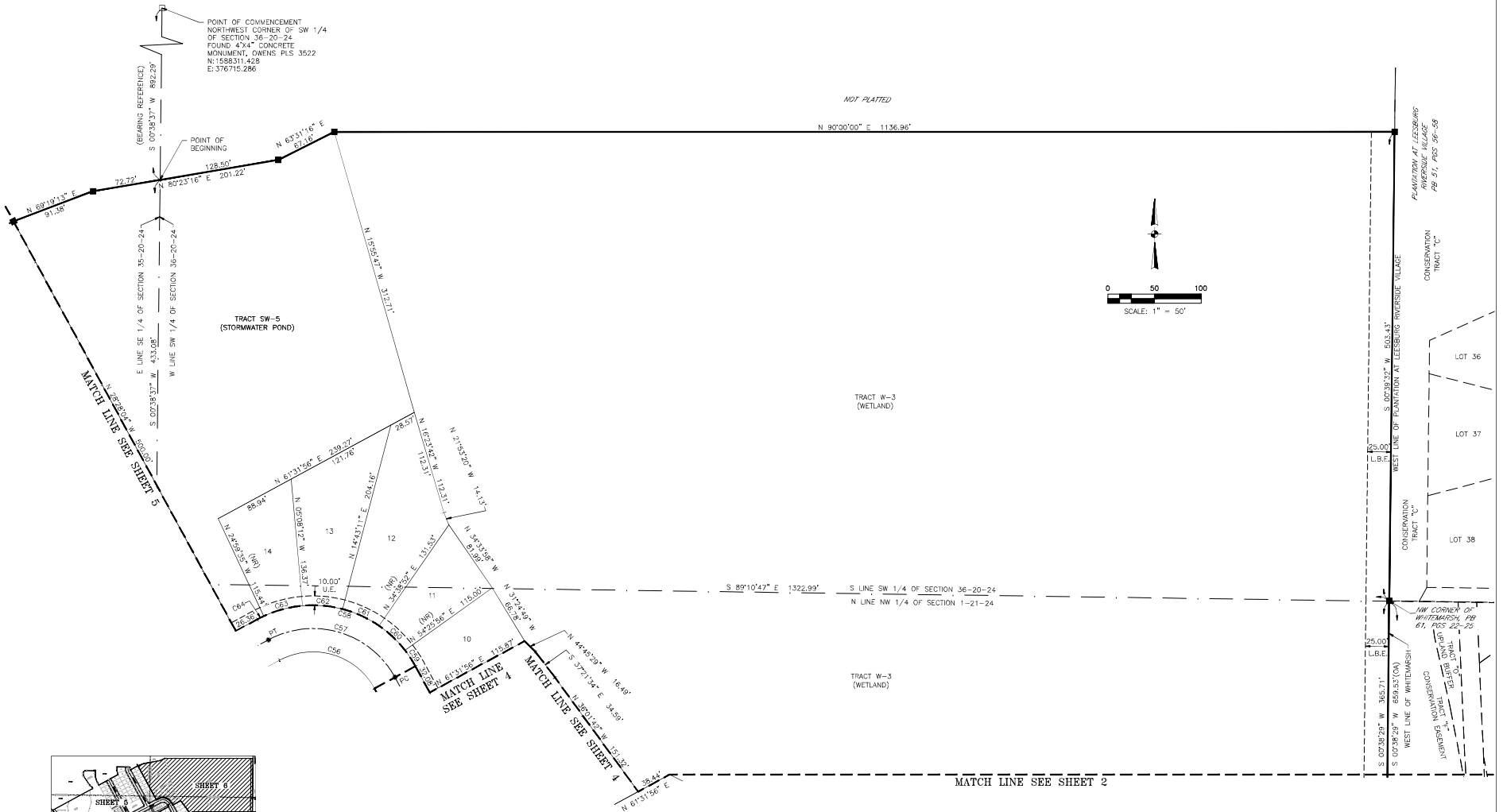
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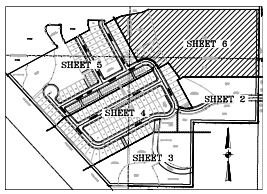
GROVES AT WHITEMARSH PHASE 1

LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 6 OF 7





KEY MAP

SCALE: 1" = 600'

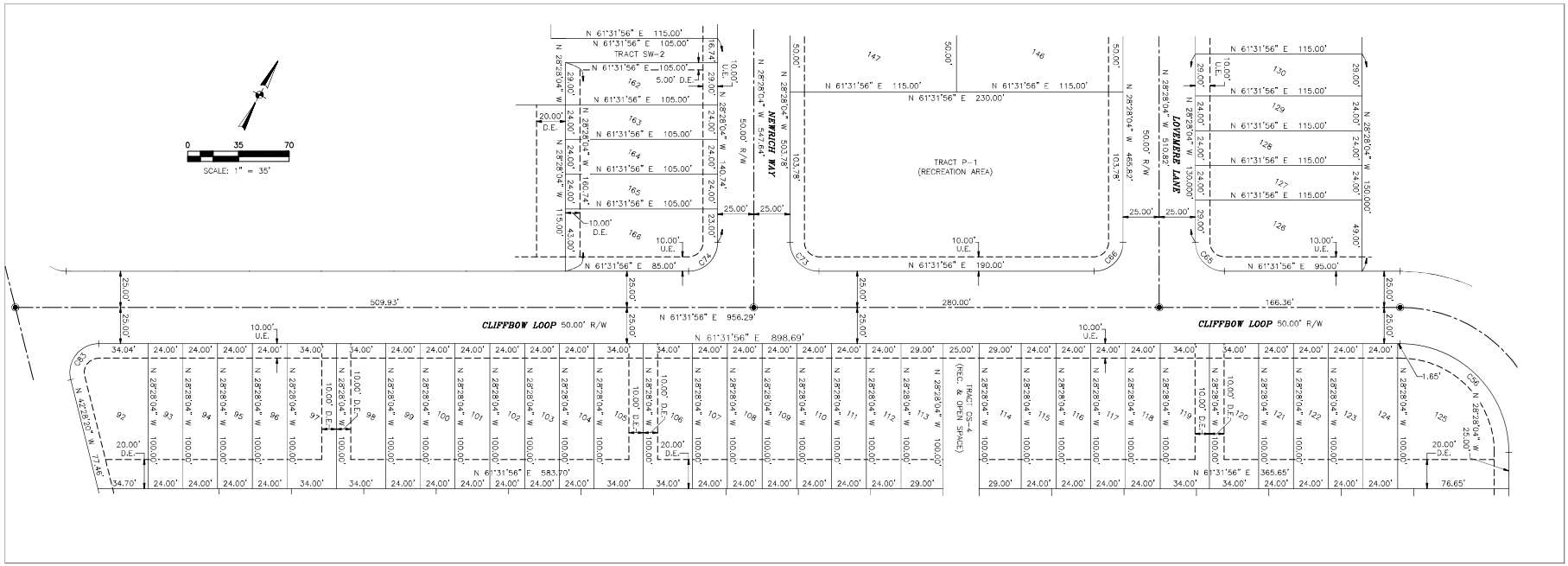
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C56	75.00'	117.81'	106.07'	N 73°28'04" W	90°00'00"
C57	100.00'	157.08'	141.42'	N 73°28'04" W	90°00'00"
C58	125.00'	196.35'	176.78'	N 73°28'04" W	90°00'00"
C59	125.00'	20.49'	20.47'	N 33°09'50" W	9°23'33"
C60	125.00'	38.32'	38.17'	N 46°38'32" W	17°33'50"
C61	125.00'	43.32'	43.10'	N 65°21'08" W	19°51'23"
C62	125.00'	43.32'	43.10'	N 85°12'31" W	19°51'23"
C63	125.00'	43.32'	43.10'	S 74°56'06" W	19°51'23"
C64	125.00'	7.58'	7.58'	S 63°16'10" W	03°28'29"

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PLAT BOOK PAGE



DETAIL SHEET
TOWNHOME LOTS 92-130 & 162-166

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C56	75.00'	117.81'	106.07'	N 73°28'04" W	90°00'00"
C65	20.00'	31.42'	28.28'	N 73°28'04" W	90°00'00"
C66	20.00'	31.42'	28.28'	N 16°31'56" E	90°00'00"
C73	20.00'	31.42'	28.28'	N 73°28'04" W	90°00'00"
C74	20.00'	31.42'	28.28'	N 16°31'56" E	90°00'00"
C83	20.00'	36.30'	31.52'	N 09°31'48" E	104°00'16"

POULOS & BENNETT
2602 LIVINGSTON ST.
ORLANDO, FLORIDA 32803
407-487-2594
LICENSED BUSINESS #8606

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: June 10, 2024

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, rescinding the development order approved by Resolution 8758 on December 14, 2009, for a Development of Regional Impact (DRI) on property known as Secret Promise; and providing an effective date. (Sec Prom DRI Recission)

Staff Recommendation:
Staff recommends approval of the request for recission of the Secret Promise DRI Development Order.

Analysis:
The request herein is to rescind the City's approval of the Secret Promise DRI Development Order, which was approved by the City Commission on December 14, 2009, under Resolution 8578. The property consists of approximately 3,747 acres and is generally located south of the Florida Turnpike, east of the Sumter County line, and north and west of County Road 48. At the time of approval, this development order allowed up to 6,800 residential units and 3,600,000 square feet of non-residential development.

Under s. 380.115(2), Florida Statues, a developer or landowner may request that a DRI development order be rescinded upon a showing that all required mitigation related to the amount of development existing on the date of revision has been completed. In the years since the approval of Resolution 8578, no development has occurred on the property, thus this requirement has been met. As the property is now under the ownership of the Villages Land Company, LLC, and the First Berkshire Business Trust, approving this request will be consistent with the allowances of s. 380.115(2), Florida Statues. In conjunction with this request, this item will be followed on today's agenda by requests for Future Land Use map and zoning district amendments which are consistent with proposed plans for future development of the property. Therefore, approval of these items will facilitate the future development of *The Villages of West Lake*. Attached hereto for signature is the form entitled "Order Approving Recission of the Secret Promise DRI DO".

Procurement Analysis:
N/A

Options:
1. Approve the request to rescind the Secret Promise DRI Development Order under Resolution 8578; or
2. Other action the Commission may choose.

Fiscal Impact:

There is no fiscal impact on the City of Leesburg related to this request. However, future development of this property will result in a significant positive fiscal impact on the City in the form of ad valorem taxes, impact fees and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, RESCINDING THE DEVELOPMENT ORDER APPROVED BY RESOLUTION 8758 ON DECEMBER 14, 2009, FOR A DEVELOPMENT OF REGIONAL IMPACT (DRI) ON PROPERTY KNOWN AS SECRET PROMISE; AND PROVIDING AN EFFECTIVE DATE. (SEC PROM DRI RECISSION)

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

Section 1.
Based on the petition of The Villages Land Company, LLC (Martin L. Dzuro, Manager) and First Berkshire Business Trust (Martin L. Dzuro, Agent), the petitioner for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, to wit:

The Development Order for a Development of Regional Impact, as approved by Resolution 8578 on December 14, 2009, is hereby rescinded and vacated, as provided under Section 380.115(2), Florida Statues.

Section 2.
This ordinance is hereby transmitted to the Florida Department of Commerce in accordance with the procedures of Chapter 163, Florida Statutes.

Section 3.
This ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

ORDER APPROVING RESCISSION OF
THE DEVELOPMENT ORDER FOR THE SECRET PROMISE
DEVELOPMENT OF REGIONAL IMPACT

THIS ORDER APPROVING RESCISSION OF THE DEVELOPMENT ORDER FOR THE SECRET PROMISE DEVELOPMENT OF REGIONAL IMPACT AND NOTICE THEREOF is issued by **THE CITY OF LEESBURG (CITY)**, whose address is 501 West Meadow Street, Leesburg, Florida 34748.

FACTUAL BACKGROUND

1. The Development Order (DRI DO) for the Secret Promise Development of Regional Impact (the "DRI") was approved by the City of Leesburg as Resolution # 8578 on December 14, 2009 and the property shall be referred to as the Secret Promise DRI DO.

2. Pursuant to Section 380.115(2), Florida Statutes, "If requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s.380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies."

3. The Villages Land Company (VLC) and First Berkshire Business Trust (Berkshire) are the Property Owners of the DRI, as more particularly described on **EXHIBIT A** attached hereto (the "Property").

4. A Request for Rescission of the Secret Promise DRI Development Order (the "Request") dated November 1, 2023 was submitted to the City of Leesburg, Florida (the "City") on behalf of VLC and Berkshire, confirming that all required mitigation has been provided for the amount of development constructed to date.

5. Based on the information contained in the Request, the City agrees that all required mitigation has been provided for the amount of development that has been constructed to date.

6. In conjunction with this DRI Rescission request, VLC has also filed a comprehensive plan amendment, rezoning and an accompanying 163 agreement. The DRI Rescission effective date is contingent on the future land use map amendment, rezoning and 163 agreement all going into effect at the same time as the DRI rescission.

RESCISSION OF THE DEVELOPMENT ORDER

Based on the information contained herein, the City hereby rescinds the Development Order for the Secret Promise Development of Regional Impact.

ADOPTED THIS _____ DAY OF _____, 2024.

CITY OF LEESBURG, FLORIDA

By:_____

Name:

Title: Mayor

ATTEST:

By:_____

City Clerk

Print: _____

Approved as to Form:

_____

City Attorney

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION (SECRET PROMISE DRI) (ORB 3889, PG 383):

THAT PART OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32, OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND THAT PART OF THE S.C.L. RAILROAD TOTALLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S.89°55'36"E., ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 18, A DISTANCE OF 1325.26 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE N.00°08'48"E., ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 2593.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY HIGHWAY CR-470; THENCE S89°57'43"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 660.83 FEET; THENCE S00°02'17"W, A DISTANCE OF 50.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 122.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; THENCE S89°57'43"E, A DISTANCE OF 541.47 FEET; THENCE S89°58'45"E, A DISTANCE OF 1075.81 FEET; THENCE S83°44'13"E, A DISTANCE OF 247.87 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE S.00°03'33"W., ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1,068.45 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE S89°58'40"E, A DISTANCE OF 1322.94 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF THE AFOREMENTIONED SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE S.89°52'30"E., ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 577.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE; THENCE S.43°02'13"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 3,026.58 FEET TO A POINT ON THE WEST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE S.00°06'05"W., ALONG THE WEST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 457.05 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S.89°41'50"E., ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 429.69 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE; THENCE S.43°02'13"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 6,250.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE N.45°00'29"E., ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 200.12 FEET TO A POINT AT THE CENTERLINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 400 FEET IN WIDTH; THENCE S.43°02'13"E., ALONG SAID CENTERLINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.45°00'29"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY/FLORIDA'S TURNPIKE; THENCE S.43°02'13"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 48; THENCE S.45°00'29"W., ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 48, A DISTANCE OF 2,611.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8,644.37 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF

SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 48, THROUGH A CENTRAL ANGLE OF 16°35'00", AN ARC LENGTH OF 2,501.97 FEET TO THE END OF SAID CURVE; THENCE S.28°25'29"W., ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 3,927.85 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 29; THENCE N.89°47'29"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 186.35 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.30°43'28"W., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD, 306.77 FEET; THENCE S.89°47'29"E., 200.15 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE HIGHWAY 48; THENCE S.28°27'15"W., ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 48, A DISTANCE OF 700.00 FEET; THENCE N89°47'29"W, A DISTANCE OF 232.34 FEET TO THE SOUTHEASTELY RIGHT-OF-WAY LINE OF THE ABANDONED SCL RAILROAD; THENCE S30°43'28"W ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 255.58 FEET; THENCE S89°46'43"E, A DISTANCE OF 243.80 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE HIGHWAY 48; THENCE S28°27'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2398.99 FEET; THENCE N.89°55'02"W., 299.63 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.19°44'21"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD, 378.76 FEET; THENCE S.89°55'02"E., 234.40 FEET TO A POINT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 48; THENCE S.28°27'15"W., 200.00 FEET TO A POINT THAT IS 250 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE N.89°55'02"W., 202.22 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED S.C.L. RAILROAD; THENCE S.19°44'21"W., ALONG SAID RAILROAD RIGHT-OF-WAY, 233.86 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.89°46'59"W., ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 1,278.48 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE N.00°16'26"E., ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1,324.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE N.89°48'17"W., ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 1,325.97 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE N.00°13'59"E., ALONG THE WEST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1321.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE N.89°47'13"W., ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 2,647.14 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE N.00°18'41"E., ALONG THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 1,322.42 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 30, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.00°16'30"E., ALONG THE WEST LINE OF THE SOUTHWEST 1/4, AND ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 5,304.86 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 19, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.00°11'41"E., ALONG THE WEST LINE OF THE SOUTHWEST 1/4, AND ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 5,298.69 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE

SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; THENCE N.00°11'22"E., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,650.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 3600.58 ACRES.

TOGETHER WITH PARCEL NO. "1":

THAT PART OF SECTIONS 21 AND 28 OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN N.00°12'05"E. ALONG THE WEST LINE OF THE N.W. 1/4 A DISTANCE OF 1029.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8878.68 FEET AND A RADIAL BEARING OF N.48°31'02"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 03°31'31" AN ARC LENGTH OF 546.29 FEET TO THE END OF SAID CURVE; THENCE N.45°00'29"E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 A DISTANCE OF 453.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.45°00'29"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 A DISTANCE OF 2135.31 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, 75.00 FEET; THENCE S.00°12'41"W., 3212.26 FEET TO A POINT ON THE SOUTH LINE OF THE N.E. 1/4 OF THE N.W. 1/4 OF THE AFOREMENTIONED SECTION 28; THENCE N.89°47'19"W., ALONG SAID SOUTH LINE OF THE N.E. 1/4 OF THE N.W. 1/4 A DISTANCE OF 264.84 FEET; THENCE N.36°10'52"W., 2176.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 64.53 ACRES.

TOGETHER WITH PARCEL NO. "2":

THAT PART OF SECTIONS 21 AND 28 OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN N.00°12'05"E. ALONG THE WEST LINE OF THE N.W. 1/4 A DISTANCE OF 1029.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8878.68 FEET AND A RADIAL BEARING OF N.48°31'02"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 03°31'31" AN ARC LENGTH OF 546.29 FEET TO THE END OF SAID CURVE; THENCE N.45°00'29"E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48 A DISTANCE OF 2589.23

FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, 75.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 729.75 FEET; THENCE S.00°12'41"W., 2680.71 FEET TO THE NORTH LINE OF THE S.E. 1/4 OF THE N.E. 1/4; THENCE N.89°46'11"W., 101.39 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE N.E. 1/4; THENCE N.89°47'19"W. ALONG THE NORTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4, A DISTANCE OF 398.62 FEET; THENCE N.00°12'41E"., 3212.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.82 ACRES.

TOGETHER WITH PARCEL NO. "3":

THAT PART OF SECTIONS 21 AND 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W.1/4 OF THE N.W. 1/4 OF SAID SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN N.00°12'05"E. ALONG THE WEST LINE OF THE N.W. 1/4 A DISTANCE OF 1,029.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 8,878.68 FEET AND A RADIAL BEARING OF N.48°31'02"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHEASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°31'31" AN ARC LENGTH OF 546.29 FEET TO THE END OF SAID CURVE; THENCE N.45°00'29"E. ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR COUNTY ROAD NO. C-48 A DISTANCE OF 2,589.23 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY FOR FLORIDA'S TURNPIKE; S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 804.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, CONTINUE S.43°02'13"E. ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR FLORIDA'S TURNPIKE A DISTANCE OF 1,862.41 FEET TO A POINT ON THE NORTH LINE OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 28; THENCE N.89°43'55"W. ALONG THE NORTH LINE OF THE N.E. 1/4 A DISTANCE OF 219.06 FEET; THENCE S.00°14'06"W. A DISTANCE OF 1242.70 FEET; THENCE N.89°44'26"W. A DISTANCE OF 1056.48 FEET; THENCE N.00°12'41"E. A DISTANCE OF 2589.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.00 ACRES.

TOTAL AREA = 3748.93 ACRES.

CONSENT AND DESIGNATION OF AGENT

The undersigned are the Owners of the property described by the Lake County Property Appraiser's website as Parcel #18-20-24-0002-000-00300; #18-20-24-0002-000-00201, #18-20-24-001-000-00200, #18-20-24-0001-000-00500, #17-20-24-0002-000-00200, #18-20-24-0001-000-00400 (the "Property"), hereby designates Martin L. Dzuro on behalf of The Villages Development Company, LLC, a Florida limited liability company, as its agent, authorized to execute all documents on its behalf pursuant to the applications, development agreements, amendments to the Comprehensive Plan, zoning applications, and for submission of the Property for those purposes pursuant to preparation, application and approval of permits and authorizations, including such documents as are required by any local, regional, state or federal government agencies and bodies which are necessary for the development of the Property. This agent and such persons as this agent deems appropriate are authorized to enter the Property as may be necessary to make such reviews and inspections.

Dated this 6 day of September 2023.

WITNESSES:

Print Name: Alexa Ganton

Print Name: Gina Holzer

FIRST BERKSHIRE BUSINESS TRUST, a Delaware Business Trust

By: _____

Name: Stephen C. Scalione

Title: Managing Trustee

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STATE OF Florida
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 5th day of September, 2023, by Stephen C. Scalione as Managing Trustee of and on behalf of **First Berkshire Business Trust**, a Delaware Business Trust, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF Florida

Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALICIA GAYTON

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES I, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates I, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

[SEAL]

WITNESSES:

Print Name: ALICIA GAYTON

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES II, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates II, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

[SEAL]

9

WITNESSES:

Print Name: Alicia Grayson

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES III, LLC,
a Florida limited liability company

By: _____
Name: Stephen C. Scalione
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates III, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

[SEAL]

WITNESSES:

Print Name: Alicia Grayson

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES IV, LLC,
a Florida limited liability company

By: _____
Name: Stephen C. Scalione
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates IV, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALICIA GRAYSON

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES V, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates V, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

[SEAL]

WITNESSES:

Print Name: ALICIA GRAYSON

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES VI, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates VI, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE PF FLORIDA
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALICIA GAYDEN

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES VII, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalone as Manager of and on behalf of **FL Turnpike Associates VII, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

[SEAL]

WITNESSES:

Print Name: ALICIA GAYDEN

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES VIII, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalone as Manager of and on behalf of **FL Turnpike Associates VIII, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALICIA GRAYDON

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES IX, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates IX, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

[SEAL]

WITNESSES:

Print Name: ALICIA GRAYDON

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES X, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates X, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: Lucia Gray Diaz

Print Name: Gina Holzer

FL TURNPIKE ASSOCIATES XI, LLC,
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **FL Turnpike Associates XI, LLC**, a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

[SEAL]

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: Alicia Grayson

Print Name: Gina Holzer

BENDERSON PROPERTIES,, INC., a New York Corporation

By: _____

Name: RANDALL BENDERSON

Title: PRESIDENT

STATE OF Florida
COUNTY OF Manatee

8

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Randall Benderson as President of and on behalf of **Benderson Properties, Inc.**, a New York Corporation, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF Florida
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALICIA GAYDEN

Print Name: Gina Holzer

BENDERSON 85-I TRUST
dated October 14, 1985

By: _____

Name: RANDALL BENDERSON

Title: TRUSTEE

8

STATE OF Florida
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Randall Benderson as Trustee of and on behalf of **Benderson 85-I Trust dated October 14, 1985**, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

[SEAL]

NOTARY PUBLIC – STATE OF Florida

Print Name: Gina Holzer

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALICIA GAYTON

Print Name: Gina Holzer

VICTORIA ESTATES, LTD., a Florida limited partnership

BY: Benderson-Victoria, L.C., a Florida limited liability company, its General Partner

By: _____
Name: STEPHEN C. SCALIONE
Title: Manager

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before me by means of [X] physical presence of [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of Benderson-Victoria, L.C, a Florida limited liability company, the General Partner of **Victoria Estates, Ltd.,** a Florida limited partnership, who is [X] personally known to me or [ ] produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALLA GAYDON

Print Name: Gina Holzer

BUFFALO-NORFOLK ASSOCIATES, LLP,
a Virginia limited liability partnership
By: RB-3 Associates, its General Partner
By: 9395 CH, LLC, Its General Partner

By: _____
Name: STEPHEN C. SCALIONE
Title: MANAGER

STATE OF Florida
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as manager of 9395 Associates, general partner of RB-3 Associates, General Partner of and on behalf of **Buffalo-Norfolk Associates, LLP**, a Virginia limited liability partnership, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF Florida
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: ALICIA GAYTON

Print Name: Gina Holzer

TFM OF NEW YORK, LLC,
a New York limited liability company

By: _____
Name: STEPHEN C. SCALIONE
Title: MANAGER

STATE OF Florida
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as Manager of and on behalf of **TFM of New York, LLC**, a New York limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF Florida
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

WITNESSES:

Print Name: Allan Gaynor

Print Name: Gina Holzer

110 CR 470, LLC
a Florida limited liability company

By: _____
Name: STEPHEN C. SCALIONE
Title: MANAGER

STATE OF Florida
COUNTY OF Manatee

The foregoing Consent and Designation of Agent was acknowledged before my by means of [X] physical presence or [ ] online notarization this 5th day of September, 2023, by Stephen C. Scalione as manager of and on behalf of **110 CR 470, LLC,** a Florida limited liability company, who is [X] personally known to me or [ ] who produced _____ as identification, and who did not take an oath.

NOTARY PUBLIC – STATE OF Florida
Print Name: Gina Holzer

[SEAL]

GINA HOLZER
MY COMMISSION #HH267572
EXPIRES: JUN 18, 2026
Bonded through 1st State Insurance

CONSENT AND DESIGNATION OF AGENT

The undersigned is the Owner of the property described in ***Exhibit "A"*** attached hereto (the "Property"), hereby designates Martin L. Dzuro on behalf of The Villages Land Company, LLC, a Florida limited liability company, as its agent, authorized to execute all documents on its behalf pursuant to applications, development agreements, amendments to the Comprehensive Plan, zoning applications, and for submission of the Property for those purposes pursuant to preparation, application and approval of permits and authorizations, including such documents as are required by any local, regional, state or federal government agencies and bodies which are necessary for the development of the Property. These agents and such persons as the agents deem appropriate are authorized to enter the Property as may be necessary to make such reviews and inspections.

Dated this 24th day of October, 2023.

WITNESSES:

Print Name: Amy L. Young

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC, a Florida limited liability company, its Manager

By:
Name: Kelsea Morse Manly
Title: Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence this 24th day of October, 2023, by Kelsea Morse Manly, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: Amy L. Young

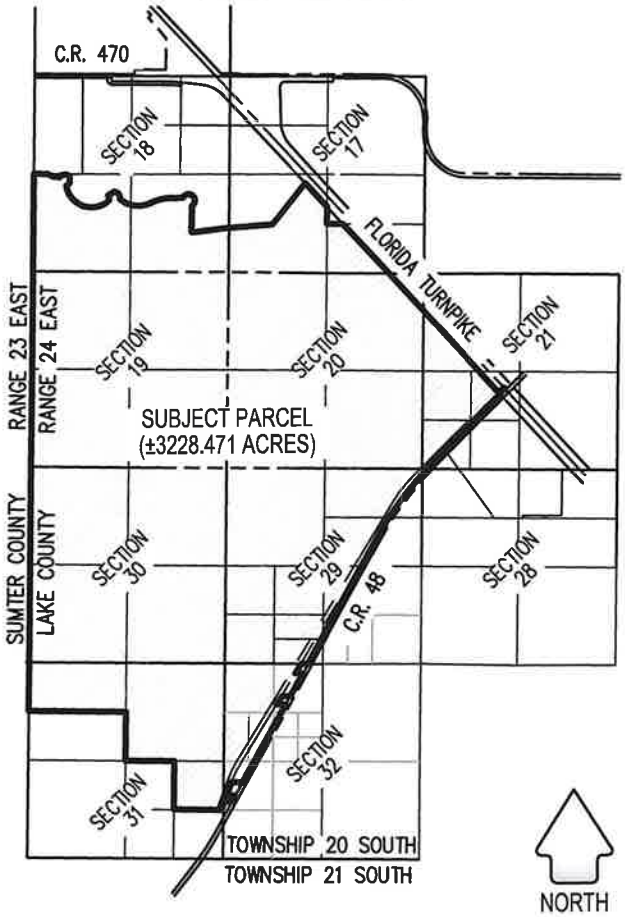
[SEAL]

AMY L. YOUNG
Commission # GG 969869
Expires June 21, 2024
Bonded Thru Budget Notary Services

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 01 OF 14

LOCATION MAP



NORTH

0 2500 5000

1 inch = 5000 feet

LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
	= LINE BREAK

REVISION 5/19/2023 (DMS) – ADD ALTKEY# 1296609

J. H. BLAIR License Number 6917 STATE OF FLORIDA Professional Surveyor and Mapper

JAMES H. BLAIR, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6917

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF SOUTH 00°43'36" WEST.

PROJECT# S01122.9548
SEE SHEETS 2–4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6–14 FOR SKETCH

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

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\SECRET PROMISE\BNDY&TOPO\DWG\SP SURSKETCH_PURCHASE.DWG -01 SP 5/19/2023 7:49 AM BY: HBLAIR
----- : _FBLPSM (255 Block).ctb

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 02 OF 14

LEGAL DESCRIPTION

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED

(LEGAL DESCRIPTION CONTINUED ON NEXT SHEET)

PROJECT# 501122.9549
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3125 LB#698

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\SECRET PROVES\DRAWINGS\SP SURSKETCH_PURCHASE.DWG :02-08 SP 6/19/2023 7:35 AM BY: HELAIR

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 03 OF 14

LEGAL DESCRIPTION (CONTINUED):

RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31;

(LEGAL DESCRIPTION CONTINUED ON NEXT SHEET)

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#696

DRAWING NAME: S:\SURVEY\NEW SURVEYS\DRAWINGS\SECTION PLANS\S01122.9548 SKETCH FOR DESCRIPTION 32-19-26 & 31-19-26.dwg 8/5/2022 8:56:38 AM EDT

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 04 OF 14

LEGAL DESCRIPTION (CONTINUED):

THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 3,228.471 ACRES, MORE OR LESS.

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3120 LB6486

DRAWING NAME: S:\SURVEY\EASEMENTS\SKETCH PROPERTY\DRAWINGS\SKETCH FOR DESCRIPTION 03-05 SP 5/07/2025 7:58 AM BY: HILARI

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 05 OF 14

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	505.00'	37°27'07"	330.10'	S71°48'09"E	324.25'
C2	168.00'	111°07'45"	325.85'	N89°28'17"E	277.12'
C3	138.00'	46°10'17"	111.21'	S50°39'26"W	108.22'
C4	700.00'	119°06'05"	1,455.10'	S68°40'11"E	1,206.91'
C5	138.00'	51°17'40"	123.55'	N00°01'03"W	119.46'
C6	935.00'	1°54'03"	31.02'	N31°44'12"W	31.02'
C7	168.00'	101°21'38"	297.20'	S40°26'25"E	259.94'
C8	775.00'	64°01'58"	866.13'	S82°06'39"E	821.75'
C9	1595.00'	22°23'35"	623.38'	N77°04'09"E	619.42'
C10	168.00'	203°46'34"	597.50'	S45°24'39"E	328.79'
C11	8651.25'	16°34'14"	2,502.04'	S37°18'23"W	2,493.32'
C12	2809.20'	0°16'44"	13.67'	S20°27'23"W	13.67'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S89°21'13"E	362.78'
L2	N89°28'17"E	32.87'
L3	S00°31'43"E	160.00'
L4	S89°28'17"W	16.83'
L5	N51°46'46"E	45.87'
L6	N59°12'50"E	160.00'
L7	N88°15'57"E	295.63'
L8	S63°08'28"E	6.16'
L9	N89°40'26"E	86.96'
L10	S42°26'41"E	882.62'
L11	S00°40'32"W	457.93'
L12	S89°17'01"E	429.12'
L13	N45°35'30"E	200.12'
L14	S42°27'10"E	50.03'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L15	S45°35'30"W	200.12'
L16	S42°27'10"E	35.02'
L17	N89°13'15"W	186.77'
L18	S31°18'14"W	306.81'
L19	S89°13'15"E	200.65'
L20	N89°13'15"W	233.01'
L21	S31°18'14"W	255.67'
L22	S89°13'15"E	244.57'
L23	N88°24'41"W	296.53'
L24	S20°19'01"W	365.24'
L25	S89°21'24"E	234.00'
L26	S29°01'16"W	200.06'
L27	N89°21'24"W	201.84'
L28	S20°19'01"W	233.77'

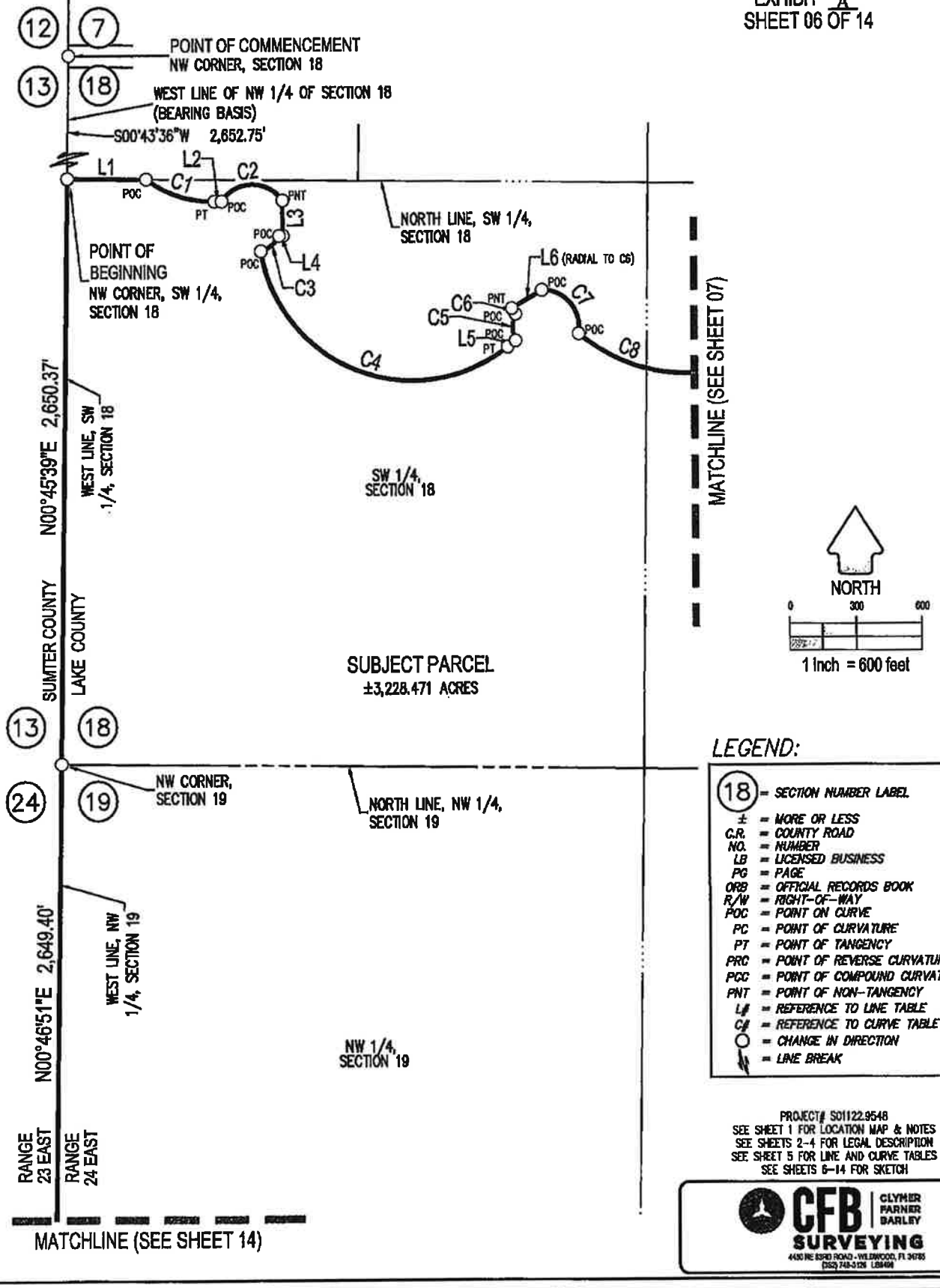
PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#488

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKES\SECRET PROMISE\UNDYNDOUBT\SUBSEQUENT\SECRET PROMISE UNDYNDOUBT SUBSEQUENT 05 SP 5/19/2023 7:37 AM BY: HELAR
PLOTTED: 5/19/2023 7:37 AM BY: HELAR

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 06 OF 14



LEGEND:

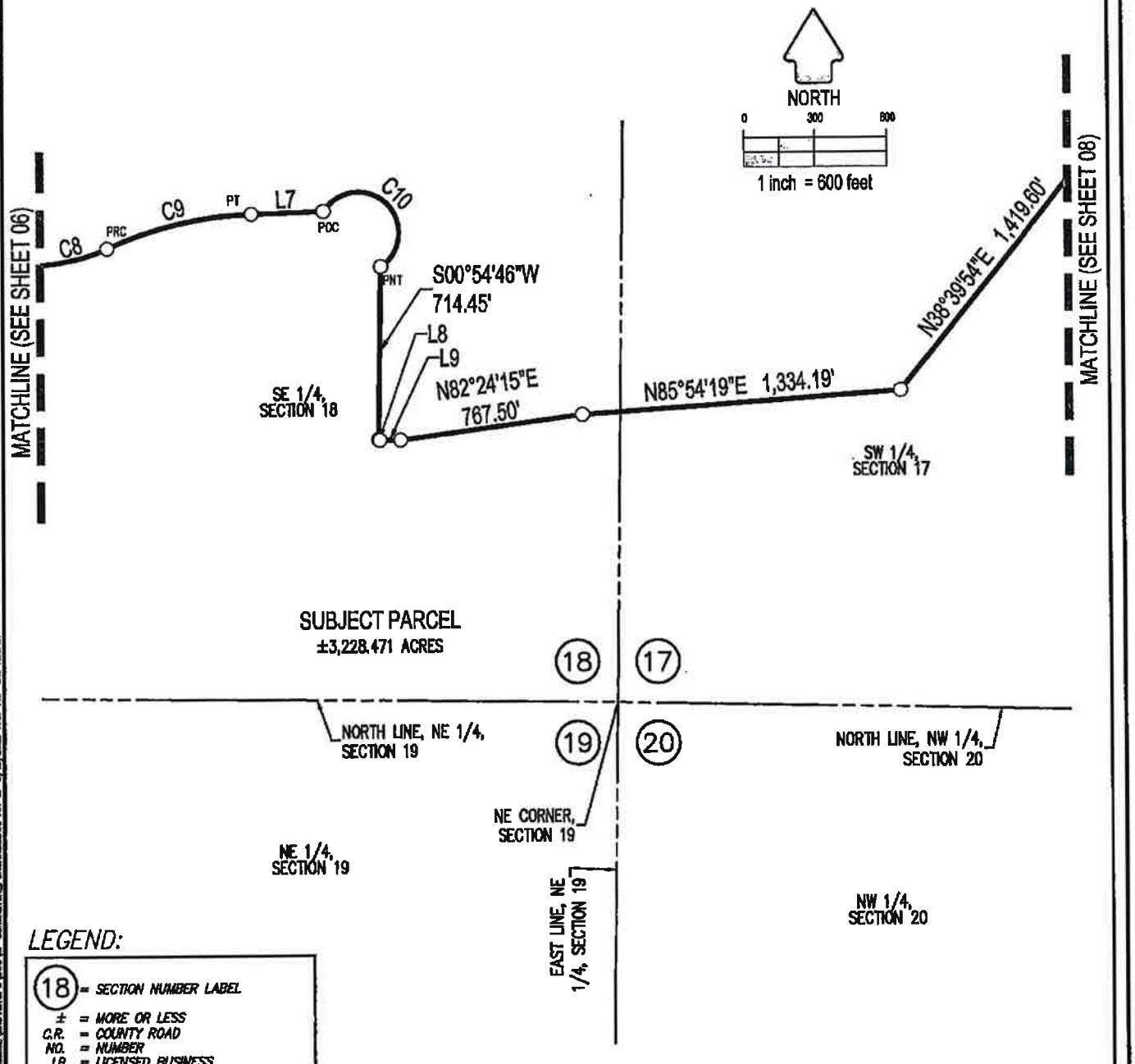
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±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
≈	= LINE BREAK

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER PARNER BARLEY
SURVEYING
4430 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-0129 LB#498

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 07 OF 14



LEGEND:

(18)	= SECTION NUMBER LABEL
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C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
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L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
⌇	= LINE BREAK

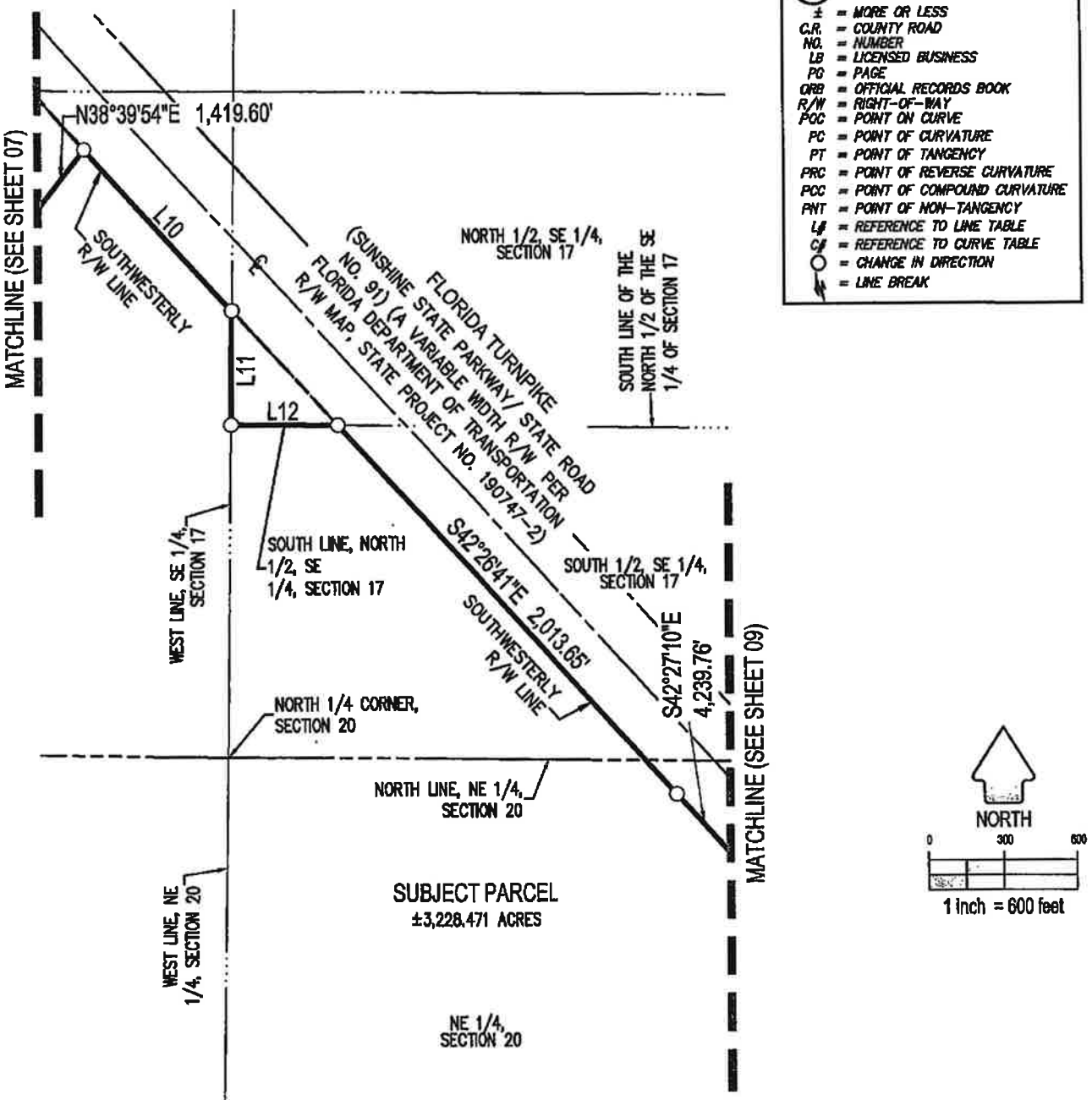
PROJECT# SD1122.8548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 LB#698

DRAWING NAME: S:\SURVEY NEW\SURVEY LAKE\SECRET PROMISE\UNDITATED\SURVEY\SP SUBSKETCH PURCHASE.dwg 5/19/2025 7:57 AM ERIC HELAR

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 08 OF 14



LEGEND:

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±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
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L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
⚡	= LINE BREAK

NORTH
0 300 600
1 inch = 600 feet

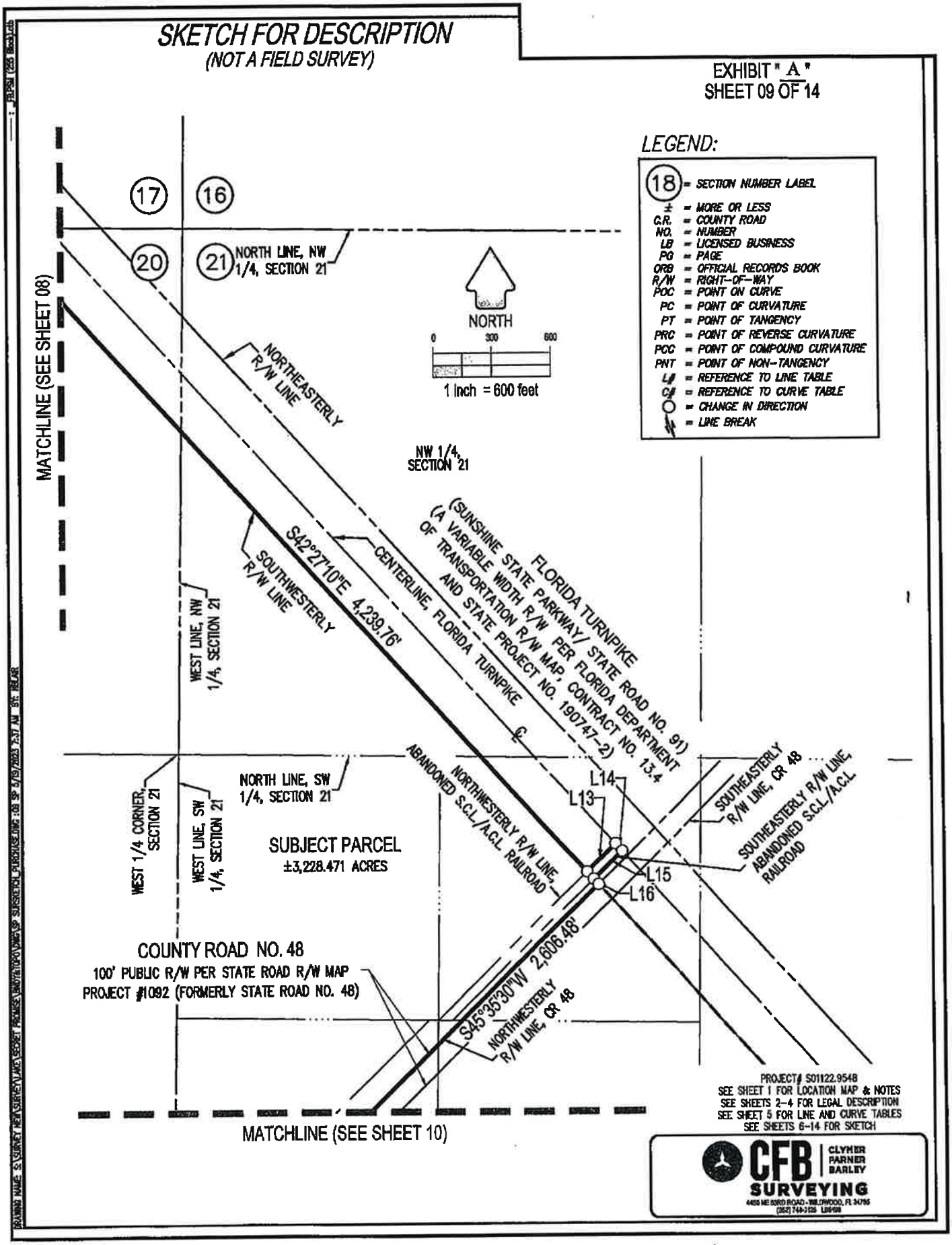
PROJECT: S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB CLYNER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3128 LB#468

DRAWING NAME: S:\SURVEY NEW\SURVEY LAKE SUMTER\PROJECTS\SUNRISE PHOMES\UNITED\DWG\SP SUBSERFACE PURCHASE.DWG 1:08 SP 5/19/2025 7:57 AM Eric Heller

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 09 OF 14

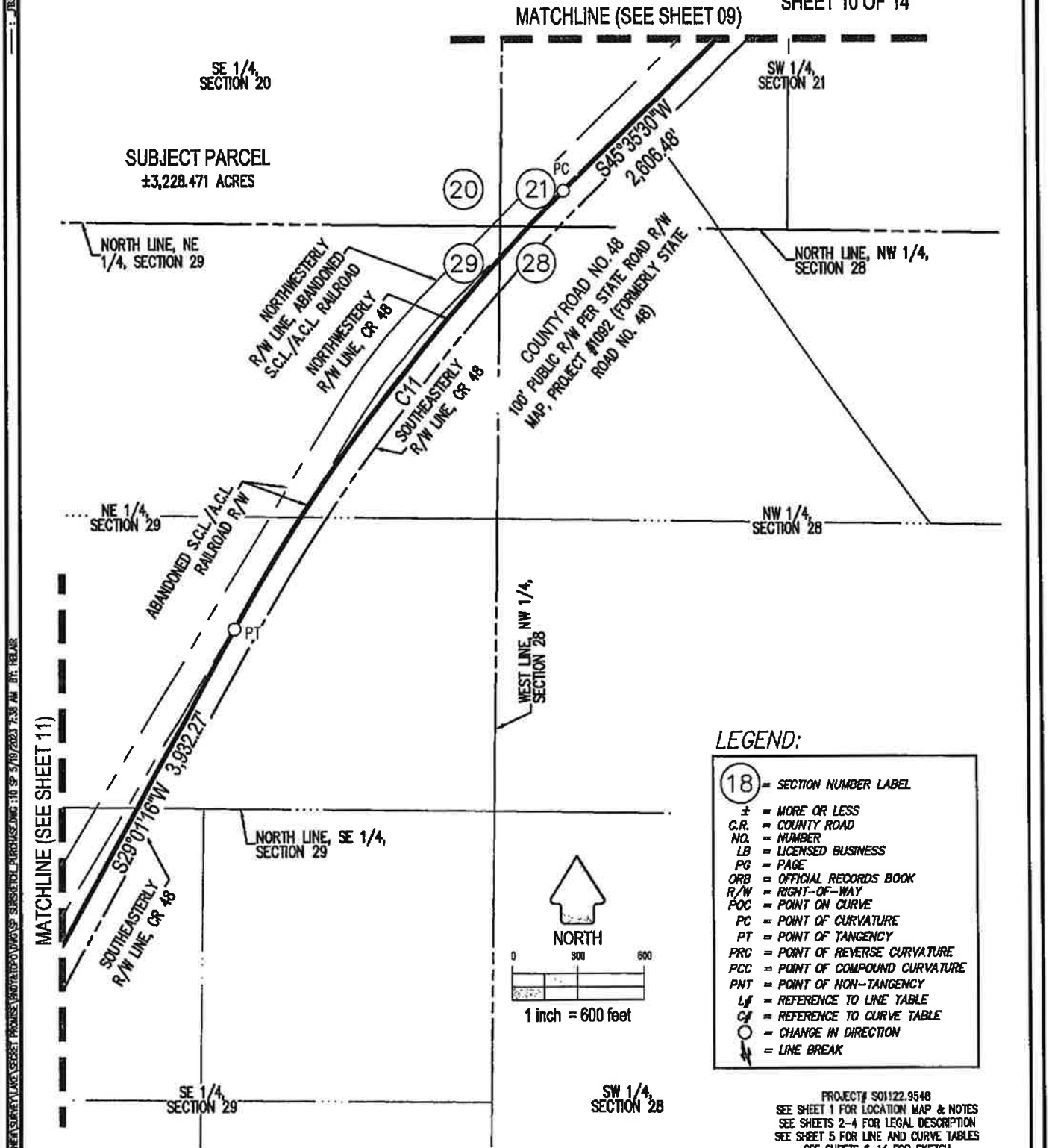


PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER PARNER BARLEY
SURVEYING
4455 NE 53RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#598

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 10 OF 14



LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
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L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
⌇	= LINE BREAK

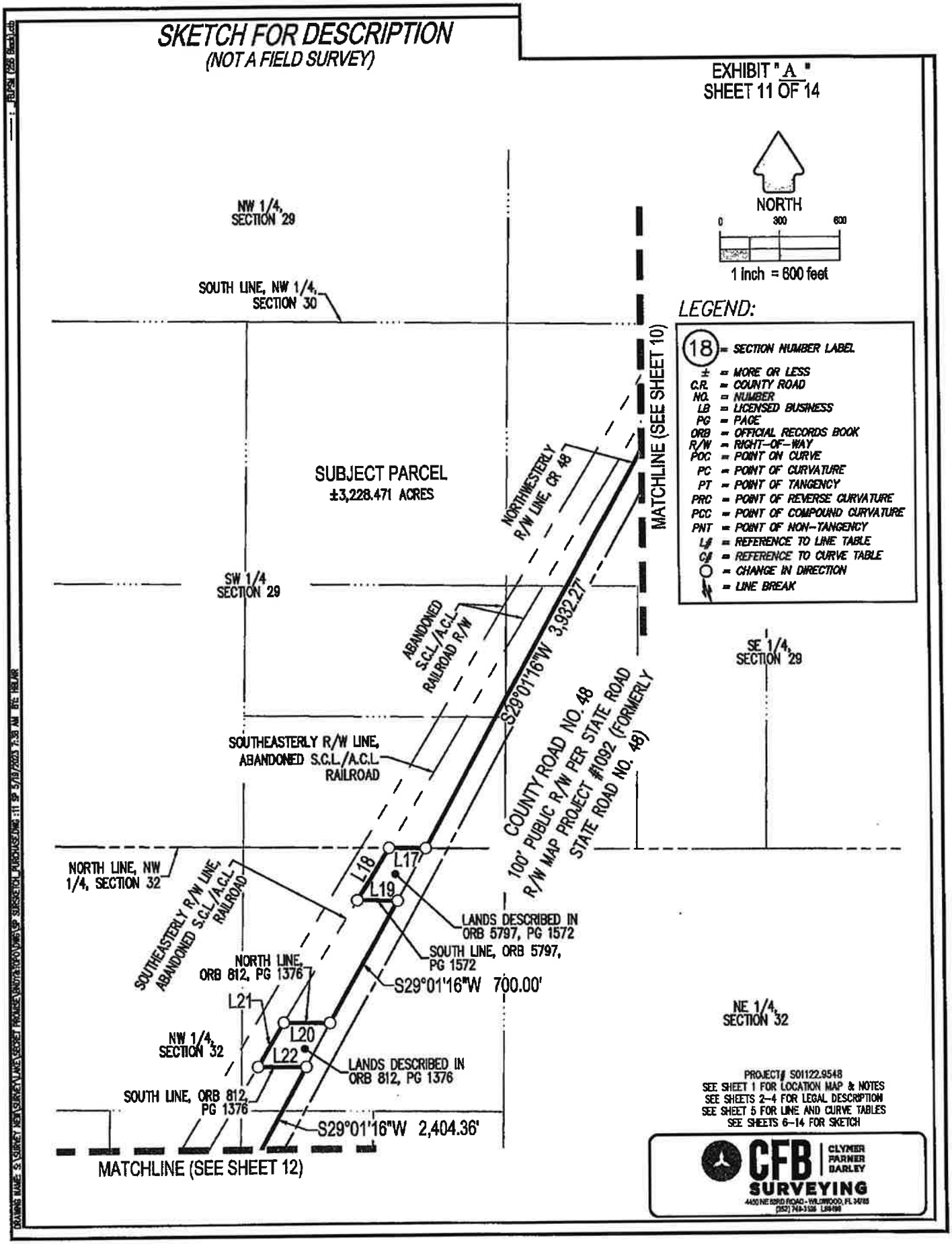
PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB CLYNER FARNER BARLEY
SURVEYING
4130 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3125 LB#468

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\SEC21 PROJECTS\ROUTE\DWG\SP SERENICHE PURCHASE.DWG 5/19/2023 7:38 AM JEFF HELVIE

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 11 OF 14



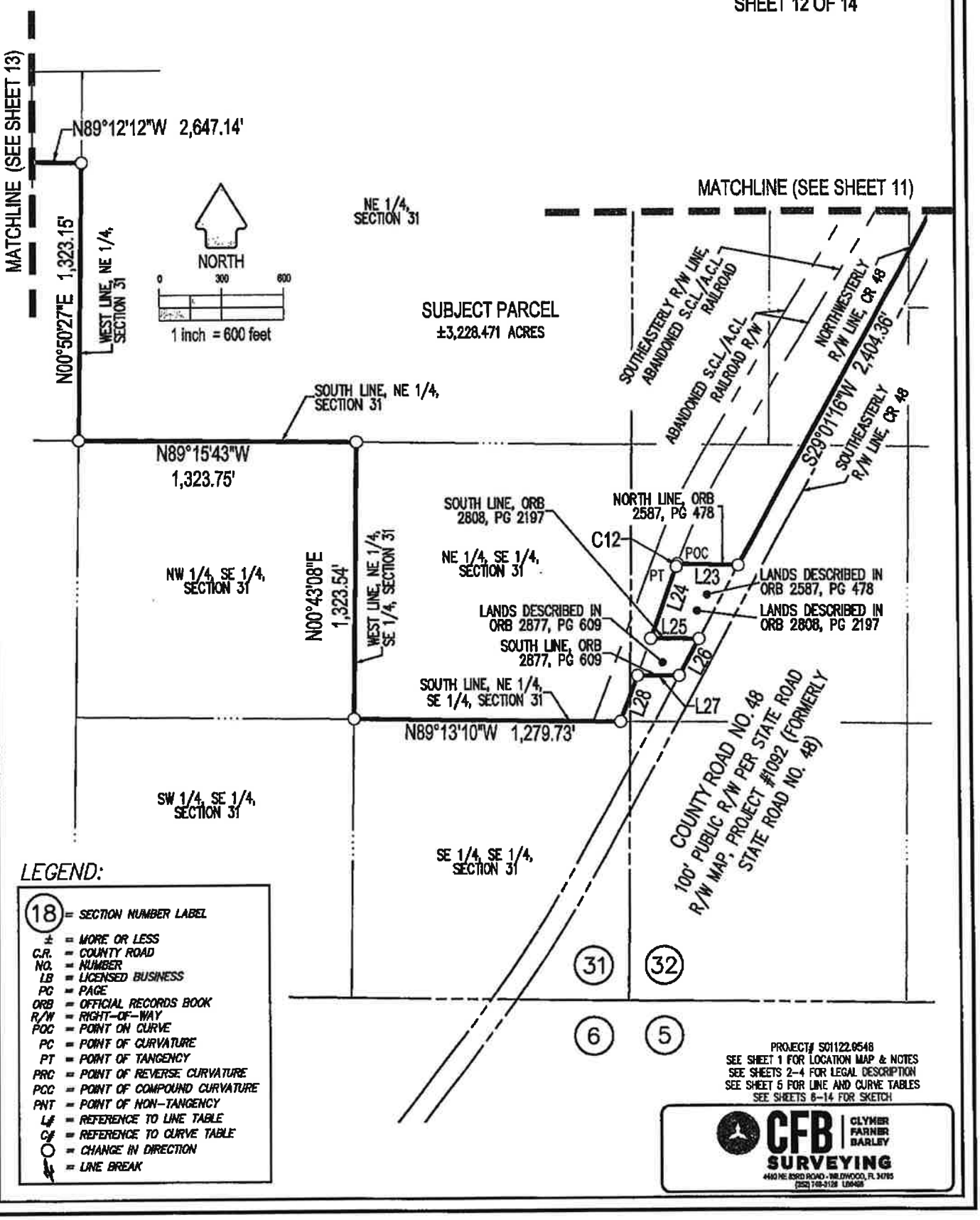
PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2–4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6–14 FOR SKETCH

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3536 LB#690

DRAWING NAME: S:\SURVEY NEW\SURVEY\LANDS DESCRIBED PROPOSED\SUNTRUST\GROUP\SUBSKETCH_PURCHASE.dwg 11 SP 5/07/2020 9:38 AM ERIC HELMER

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " A "
SHEET 12 OF 14



LEGEND:

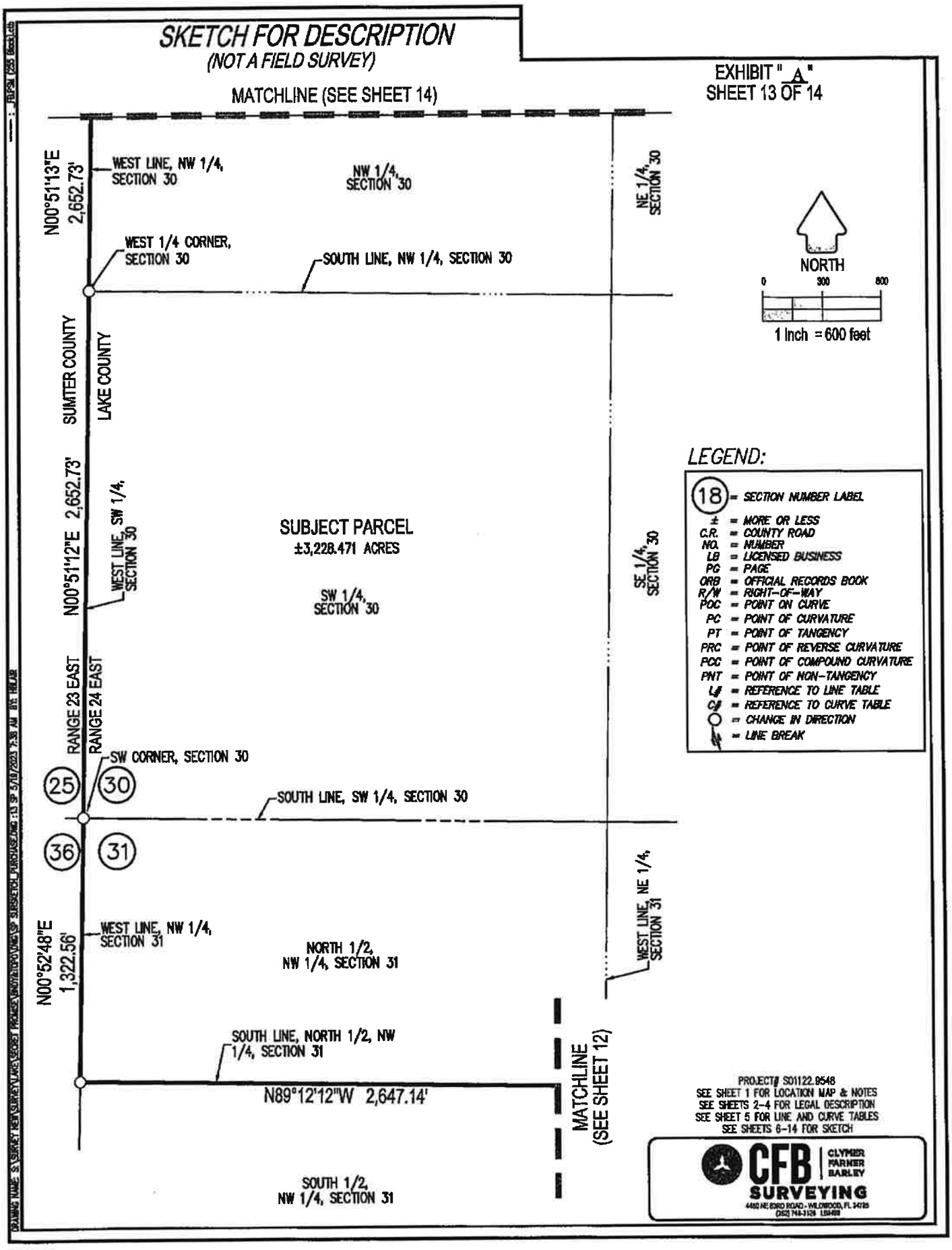
(18)	= SECTION NUMBER LABEL
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PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
O	= CHANGE IN DIRECTION
	= LINE BREAK

PROJECT# S01122.0548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB | CLYMER FARNER BARLEY
SURVEYING
4440 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 LB#468

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 13 OF 14



LEGEND:

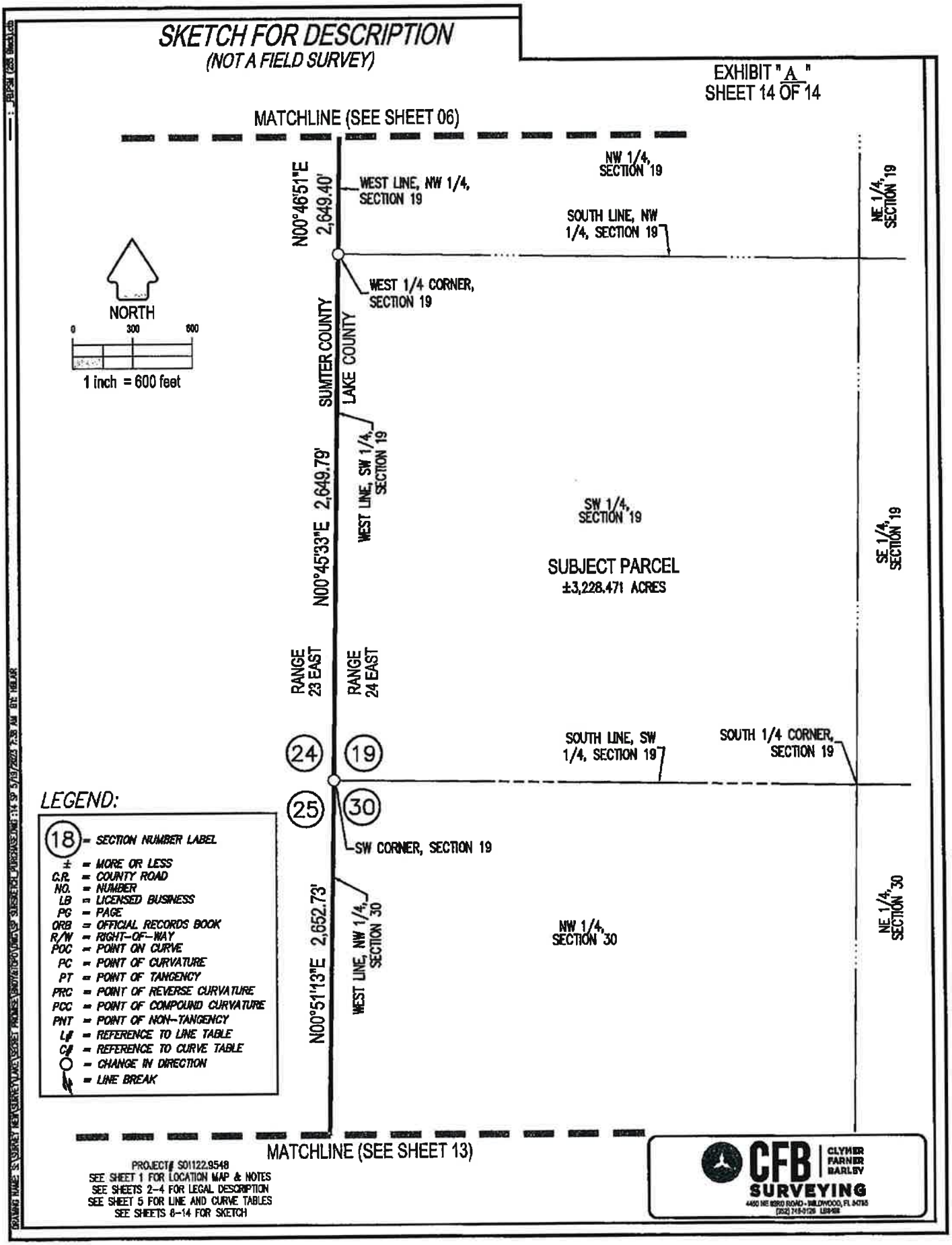
(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
	= CHANGE IN DIRECTION
	= LINE BREAK

PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
SEE SHEETS 2-4 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR LINE AND CURVE TABLES
SEE SHEETS 6-14 FOR SKETCH

CFB CLYMER FARNER BARLEY SURVEYING
4492 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#68

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 14 OF 14



LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
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PROJECT# S01122.9548
SEE SHEET 1 FOR LOCATION MAP & NOTES
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CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-0128 LB#68

DRAWING NAME: S:\SURVEY KEYS\SURVEY\SKETCH PROJECTS\S01122.9548\DWG\S01122.9548 SKETCH.DWG 5/19/2022 7:38 AM ERIC MAJOR

October 31, 2023

CITY OF LEESBURG
AMDT-23-5017
NOV 0 1 2023
RECEIVED

Mr. Dan Miller
Planning and Zoning Manager
City of Leesburg
204 North 5th Street
Leesburg, Florida 34749

Re: Request for Rescission of the Secret Promise DRI Development Order

Dear Mr. Miller:

Please accept this letter as a Request for Rescission of the Secret Promise Development of Regional Impact (DRI) Development Order (DO) submitted on behalf of the The Villages Land Company, LLC, a Florida limited liability company and its affiliates (hereinafter referred to as "VLC") and First Berkshire Business Trust ("Berkshire"). VLC and Berkshire are collectively referred to herein as the "Property Owners".

Project Background

1. VLC and Berkshire are the property owners of the DRI which totals approximately 3,747 acres.

2. The City of Leesburg (City) adopted the DRI DO by Resolution #8578 on December 14, 2009.

3. The DRI is approved for a maximum of 6,800 residential units and 3,600,000 square feet of non-residential development.

4. To date no development has occurred within the DRI.

3619 Kiessel Road, The Villages, FL 32163
www.TheVillages.com

Criteria for Rescission

1. Pursuant to s.380.115(2), F.S., a developer or landowner may request a rescission and the local government shall rescind the DRI DO upon a showing that all required mitigation related to the amount of development existing on the date of rescission has been completed.

2. The property owner has met the requirement that all mitigation has been addressed since no development has ever occurred.

REQUEST FOR RESCISSION

1. FACTUAL BACKGROUND INCORPORATED. The facts set forth in the Factual Background above are true and correct and are hereby incorporated into this Request by this reference.

2. Secret Promise DRI MITIGATION. The Property Owners have fully mitigated for the amount of development constructed to date under the DRI DO.

3. Property Owners. VLC and Berkshire are the property owners of the Secret Promise DRI and as the landowners have the authority to request rescission of the DRI pursuant to Section 380.115(2), F.S. VLC has filed in conjunction with this DRI rescission request amendments to the City of Leesburg Future Land Use Map to incorporate the property into The Villages of West Lake development as well as a rezoning and 163 agreement.

3. SECRET PROMISE DRI RESCISSION EFFECTIVE DATE. The DRI Rescission effective date is contingent on the future land use map amendment and accompanying rezoning and 163 agreement all going into effect at the same time as the DRI rescission.

4. SECRET PROMISE DRI RESCISSION. Based on the information presented herein, the property owners hereby request the rescission of the Secret Promise DRI DO.

Attached hereto is a proposed form of the Order Approving Rescission of the Secret Promise DRI DO that the City of Leesburg may wish to use once it has confirmed that all required mitigation has been provided for the amount of development that has occurred on the property to date.

Also attached is the consent and designation of Berkshire.

The Villages Land Company, LLC
By: TVL Manager, LLC, its Manager

By:_____
Martin L. Dzuro, Manager

First Berkshire Business Trust
By: Martin L. Dzuro, its Agent
The Villages Development Company, LLC

By:_____
Martin L. Dzuro, Agent

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.2.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 79.2 +/- acres; and being generally located west of the Florida Turnpike and south of County Road 470, lying in Section 18, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (VOWL 6th SP ANNX)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 79.2 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 79.2 +/- acres, generally located west of the Florida Turnpike and south of County Road 470, as shown on the attached General Location Map. The current zoning is Lake County HM (Heavy Industrial); the proposed zoning is City ARD (Age Restricted Development). No negative impacts are anticipated to adjacent properties.

The 79.2 +/- acres which is being annexed is included within a larger area containing 4,192.5 +/- which is also on the City Commission agenda for a Large Scale Comprehensive Plan Amendment to Age Restricted Development and rezoning to ARD (Age Restricted Development), which had recommendations for approval from the staff and Planning Commission at the public hearing held on December 14, 2023.

Procurement Analysis:
N/A

Options:

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

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 79.2 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF THE FLORIDA TURNPIKE AND SOUTH OF COUNTY ROAD 470, LYING IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (VOWL 6TH SP ANNX)

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

Section 1

Based upon the petition of Martin L. Dzuro, The Villages Land Company, LLC. "Petitioner", for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3.;

Section 3.

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

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A – LEGAL DESCRIPTION

THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS THE NORTH 50 FEET THEREOF.

Aerial



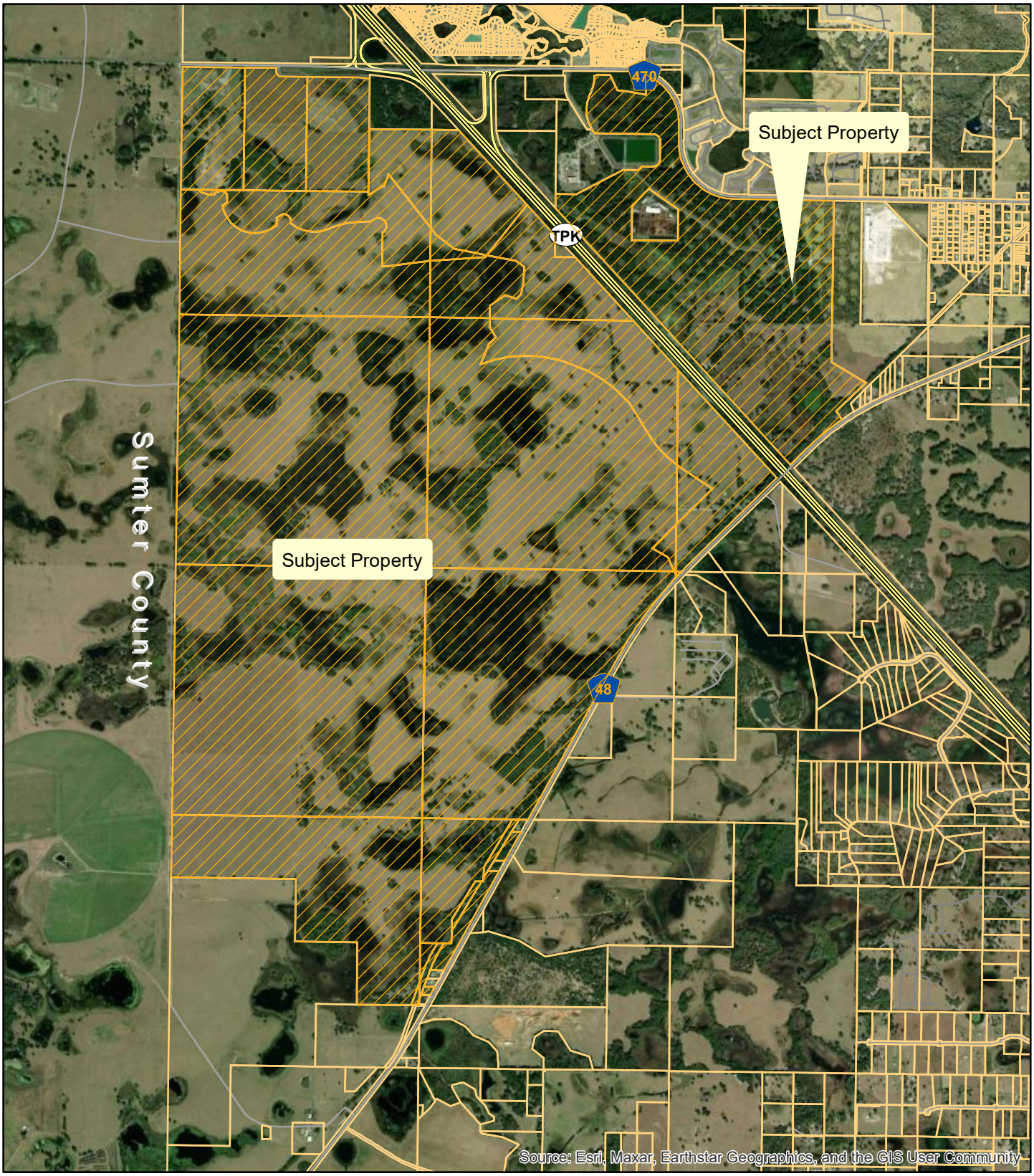
Planning & Zoning Division

N
W E
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0 230 460 690 920
Feet

VOWL 6th SP
ANNX-23-508 (LSCP-23-509; RZ-23-510)
AK #1296081
Section 18, Township 20 South, Range 24 East
November 30, 2023

Aerial



Planning & Zoning Division

N
W E
S

0 630 1,260 1,890 2,520
Feet

VOWL 6th SP (LSCP-23-509; RZ-23-510)
AK #'s 1029759; 1088003; 1296609; 1775043;1295955; 1088071; 3767501; 1701244; 2610808; 1088101; 3374291; 1296056; 3777575; 3874136; 3874138;1088020; 1088038; 3874135; 1088046 1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661;3874137; 2546077; 2546069; 2543396; 3786416; 3786417; 1176441;1504996; 1296617; 1296081; 1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: June 10, 2024

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 4,192.5 +/- acres of property from Leesburg Conservation, SP Mixed Use, Institutional, Industry and Technology Commerce Park, and Lake County Regional Office to Age Restricted Development for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and delete the Secret Promise DRI policies found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6; and to amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues; and to amend Future Land Use Policy 1.1.1 to add Commercial Centers to the list of non-residential centers permitted a 3.0 FAR; and providing an effective date. (VOWL 6th SP LSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed Large Scale Comprehensive Plan Map Amendment, deletion of the Secret Promise DRI site specific polices in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1 with attached Exhibits A, B, C, and D.

Analysis:
The project site is approximately 4,192.5 acres and is generally located east and west of the Florida Turnpike and north of County Road 48. Currently, the property is undeveloped acreage. The proposed use is residential and commercial. This will be a continuation of the existing Villages of West Lake Development. The surrounding Future Land Use Map designations of City Age Restricted Development, Industry and Technology Commerce Park, Institutional, Neighborhood Mixed use, Conservation and Lake County Urban Low and Rural, and Sumter County Agriculture, and Wildwood Age Restricted Development are compatible with the proposed ARD (Age Restricted Development) zoning and with the proposed future land use designation of Age Restricted Development. The proposed zoning designation of City ARD (Age Restricted Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on December 14, 2023 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested Large Scale Comprehensive Plan Map Amendment, deletion of the Secret Promise DRI site specific polices in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1 with attached Exhibits A, B, C, and D; or
2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 4,192.5 +/- ACRES OF PROPERTY FROM LEESBURG CONSERVATION, SP MIXED USE, INSTITUTIONAL, INDUSTRY AND TECHNOLOGY COMMERCE PARK, AND LAKE COUNTY REGIONAL OFFICE TO AGE RESTRICTED DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST AND WEST OF THE FLORIDA TURNPIKE AND NORTH OF COUNTY ROAD 48, LYING IN SECTIONS 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND DELETE THE SECRET PROMISE DRI POLICIES FOUND IN FUTURE LAND USE ELEMENT OBJECTIVE 1.14.1 AND POLICIES 1.14.1.1 THROUGH 1.14.1.6; AND TO AMEND FUTURE LAND USE POLICY 1.1.6 TO ADDRESS WETLAND AND HABITAT PROTECTION, LAND USE PLANNING AND OTHER ISSUES; AND TO AMEND FUTURE LAND USE POLICY 1.1.1 TO ADD COMMERCIAL CENTERS TO THE LIST OF NON-RESIDENTIAL CENTERS PERMITTED A 3.0 FAR; AND PROVIDING AN EFFECTIVE DATE. (VOWL 6TH SP LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 4,192.5 +/- acres of land generally located east and west of the Florida Turnpike and north of County Road 48, from City Conservation, SP Mixed Use, Institutional, Industry and Technology Commerce Park, and Lake County Regional Office to City Age Restricted Development as shown on the revised map of said area, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County Florida; and delete the Secret Promise DRI policies found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6; and to amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues; and to amend Future Land Use Policy 1.1.1 to add

Commercial Centers to the list of non-residential centers permitted a 3.0 FAR;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

TRACT 1:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48,

Legal Description

THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03

FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 2:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.
AND
ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID TRACT 2 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING.

Legal Description

SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

TRACT 3:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN

Legal Description

SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50

FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A

168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45",

AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

TRACT 4:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT

Legal Description

CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF

Legal Description

THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT

ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65

Legal Description

FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID

NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE

Legal Description

SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF

1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	December 14, 2023
OWNER:	The Villages Land Company, LLC
PETITIONER:	Martin L. Dzuro, The Villages Land Company, LLC
PROJECT:	VOWL 6th SP
REQUEST:	Change the Future Land Use Designation of 4,192.5 +/- acres to Age Restricted Development, delete Secret Promise DRI site specific policies in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1.
CASE NO.:	LSCP-23-509

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This proposal is a continuation of the existing Villages of West Lake development.
2. This proposal meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
3. The proposed future land use map and policy amendments are compatible with the current surrounding Future Land Use designations of Leesburg Age Restricted Development, Institutional, Industry and Technology Commerce Park, Institutional, Neighborhood Mixed Use, Conservation, and Lake County Rural and Urban Low Density, as well as with the Goals, Objectives, and Policies of the Comprehensive Plan.
4. The proposal is compatible with the requested zoning and with the current surrounding zoning districts of Leesburg ARD (Age Restricted Development), PUD (Planned Unit Development), P (Public) and Lake County A (Agriculture).
5. Area included within the proposal is located within the Naval Undersea Center Mission Impact Zone, and is consistent with Comprehensive Plan Objective 1.16, Ensuring Land Use Compatibility within Mission Impact Area and Comprehensive Plan Policy 1.16.11, City of Leesburg Coordination and Review with NUWC (Naval Undersea Warfare Center).
6. The proposal does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

Vote to **approve** this Large Scale Comprehensive Plan Map Amendment, deletion of the Secret Promise DRI site specific polices in the Comprehensive Plan, and amend FLU Policies 1.1.6 and 1.1.1 with attached Exhibits A, B, C, and D and forward the recommendation to the City Commission for consideration.

COMPREHENSIVE PLAN AMENDMENT

APPLICATION FOR THE AMENDMENT TO THE VILLAGES OF WEST LAKE PROJECT

I. SUMMARY/INTRODUCTION

The applicant, The Villages Land Company, LLC (The Villages or the Owner) seeks the approval of amendments to the City of Leesburg Comprehensive Plan. These amendments serve as the Sixth Amendment to The Villages of West Lake (Project), a master planned mixed-use project within the City of Leesburg (City). The Proposed Amendment Application requests the following amendments to the City of Leesburg Comprehensive Plan:

1. Re-designate 2,001 acres on the City's Future Land Use Map from Mixed Use and 1,598.4 acres from Conservation to Age Restricted Development. These lands are currently included in the Secret Promise DRI development order boundary. Concurrent with this comprehensive plan amendment the property owner has filed to rescind the Secret Promise DRI development order. The Secret Promise DRI is located directly south of the Florida Turnpike, east of the Sumter County line and west of CR 48 in the City of Leesburg.
2. Re-designate 498.5 acres on the City's Future Land Use Map from Institutional and 14.6 acres of Industry and Technology Commerce Park to Age Restricted Development. These lands are owned by the City of Leesburg and were previously part of the City's planned technology park. The property is located north of the Florida Turnpike and south of CR 470 also in the City of Leesburg.
3. Re-designate 79.3 acres on the City's Future Land Use Map from Regional Office (Lake County) to Age Restricted Development. The property is located south of the Florida Turnpike and east of the Sumter County line.
4. Delete the Secret Promise DRI site specific policies that were adopted by the City in 2009 to guide its development. These policies are no longer needed due to the requested rescission. The Secret Promise site specific policies are found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6.
5. Amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues. The policy clarifies that the Developer is required to analyze the environmental features on site and must coordinate with the applicable state and federal agencies as part of the permitting process including mitigation options.
6. Amend Future Land Use Policy 1.1.1 to add commercial centers to the list of non-residential centers permitted a 3.0 FAR.

Policy 1.14.7 The City of Leesburg shall adopt site-specific sub-policies for any property designated SP Mixed-Use on the Future Land Use Map. The site-specific sub-policies shall address the following items at a minimum:

- Development program, including the maximum number of residential units and non-residential square footage allowed on the property
- Development phasing plan
- Public facilities analysis and mitigation, including strategies to address the supply of the following, at a minimum:
  - Transportation facilities
  - Stormwater facilities
  - Water and wastewater facilities
  - Water supply
  - Public school facilities

All development designated SP Mixed-Use shall be rezoned to a Planned Unit Development (PUD). The PUD ordinance shall establish the permitted development program and may include a land use conversion matrix that will allow the developer to modify the approved acreages and/or square feet permitted for each land use, within certain defined thresholds. These conversions may be made to accommodate changes in market conditions etc. provided they do not exceed 10% of the approved residential units, non-residential floor area ratio, and acreage of the corresponding land use and as long as there is no net increase in impacts as a result of the land use conversion. (including transportation, potable water, water supply, sewer, stormwater and public school supply). These conversions must also remain within the range of minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1).

~~**Secret Promise DRI**~~

~~**Objective 1.14.1** The Secret Promise DRI (referred to under Objective 1.14.1 and the supporting policies as "the DRI" or "the project") is designated as both Mixed Use and Conservation as depicted on the City's Future Land Use Map and is consistent with the supporting policies identified in this Objective.~~

~~**Policy 1.14.1.1** The Secret Promise Development of Regional Impact (DRI) Application for Development Approval (ADA) and sufficiency responses serve as supporting data and analysis for the project. The ADA provides a comprehensive analysis of the suitability of the area for the project proposed and its impacts. This DRI~~

~~analysis can be used by the City of Leesburg to guide the timing, location, type and amount of future development. Thus, the ADA, sufficiency responses and the DRI Development Order provide supporting data and analysis for the Future Land Use Map (FLUM) and text amendments. Additionally, the Secret Promise DRI Development Order by implementing these provisions ensures consistency of the Mixed Use and Conservation land use designations on the FLUM with Objective 1.14.1 and supporting policies and future conditions maps of the City of Leesburg Comprehensive Plan.~~

~~Policy 1.14.1.2~~ ~~The Secret Promise DRI is a mixed use development that shall include a functional integration of residential, commercial and office and may include hotel, institutional, light industrial, recreation uses and supporting infrastructure (e.g. roads, water, sewer, etc.). The planning timeframe for the project is anticipated to be 2009 through build out in 2025 but may be extended within the DRI development order. The project is scheduled to move forward in three phases. The maximum non-residential land use intensity shall not exceed 1.0 Floor Area Ratio (FAR). The maximum residential density shall not exceed 4 dwelling units per gross acre. Consistent with these intensity/density standards, the Secret Promise DRI is limited to the following development entitlements:~~

~~Residential (single family and multi-family)~~	~~4,000 dwelling units and 2,800 age-restricted units~~
~~Affordable Housing Units~~	~~Maximum of 340 density bonus dwelling units (not to exceed 5% of 6,800 total dwelling units)*~~
~~Commercial~~	~~1,600,000 SF~~
~~Office~~	~~1,500,000 SF~~
~~Industrial~~	~~500,000 SF~~
~~Hotel~~	~~400 rooms~~
~~Assisted Living~~	~~200 units~~

~~*If density bonus units are built off-site, they would receive a 5% increase in density, above the established maximum number of units per acre in the applicable Future Land Use category. The units shall be allowed in any Future Land Use category that allows residential uses.~~

~~These entitlements do not include public/institutional or civic uses needed to serve the community. These entitlements may be converted through mechanisms described in the DRI development order. Conversions must not create a net increase in public facility impacts (including transportation, potable water, water supply, sewer, stormwater and public school supply) and must remain within the range of the minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1). Additionally, conversions must not exceed 10% of the approved residential units, non-residential entitlements and acreage of the corresponding land use in order to maintain the character of the development.~~

~~The minimum and maximum mixture of uses and distribution of uses (not including support infrastructure, open space and natural areas) as a percent of the project's acreage are as follows (consistent with Future Land Use Element Policy 1.14.1):~~

	~~Minimum~~	~~Maximum~~
~~Residential~~	~~50%~~	~~80%~~
~~Commercial~~	~~5%~~	~~45%~~
~~Office~~	~~5%~~	~~45%~~
~~All other uses~~	~~0%~~	~~40%~~

~~This policy does not guarantee the approval of development orders which are in accordance with the percent distribution of acreage mix. The approval of development orders shall be consistent with this policy and other policies under Objective 1.14.1 and future conditions maps.~~

~~**Policy 1.14.1.3** The Secret Promise DRI will meet all required local, state and federal regulations as specified in the DRI development order and zoning requirements.~~

~~**Policy 1.14.1.4** The Secret Promise DRI as analyzed in the ADA is determined to be suitable for the land uses proposed for the site and will remain compatible with the surrounding area through design requirements including standards for buffering and landscaping. The project will also be developed as an intense urban center providing the benefits of a mixed use project that will include pedestrian activity and other modes of transportation such as sidewalks, bike lanes and golf cart paths.~~

~~**Policy 1.14.1.5** Amendments to the DRI through the Notice of Proposed Change process pursuant to s. 380.06(19), FS, including the use of density bonus units for affordable housing, shall not require a plan amendment, provided the change does not include the addition of land or a new use and is otherwise consistent with the comprehensive plan. Changes to a DRI Development Order adopted by the City of Leesburg shall be reflected in the Conceptual Master Plan and other zoning support documents as a ministerial function.~~

~~**Policy 1.14.1.6** The wetlands, wildlife conservation areas and upland preservation areas identified on the Secret Promise DRI Map H dated September 2009 are designated Conservation on the City's Future Land Use Map. No development is permitted in areas designated Conservation except those land use activities permitted in the Secret Promise DRI Development Order and Wildlife Management Plan such as passive recreation, trails, and boardwalks.~~

The City's Future Land Use Map is approved for the following development:

Table 1: EXISTING FUTURE LAND USE MAP AMOUNTS

Future Land Use Designation	Density/Intensity	Acres	Total Development Allowed
Industry and Technology Park	6 du/acre 2.0 FAR	14.6	84 dwelling units 1,010,000 square feet of non-residential (commercial, office or industrial)
Mixed Use	4 du/acre 2.0 FAR	2,001	6,800 dwelling units 1,600,000 square feet of commercial 1,500,000 square feet of office 500,000 square feet of Industrial 400 Hotel rooms 200 units of Assisted Living
Conservation	N/A	1,598.4	None
Institutional	2.0 FAR	498.5	1,568,160 SF government/ institutional
Regional Office (Lake County)	3.0 FAR	79.3	8,800,000 SF office
TOTAL ACREAGE		4,192.5*	

* Farner has 0.1 acres in boundary as ARD. If ARD then no amendment is needed. Farner also has 0.6 acres as Florida Turnpike which is not a FLUM designation.

Attached as **Exhibit B** is the supporting information used to calculate the current entitlements on the City's Future Land Use Map.

The Proposed Amendment proposes no increase in development entitlements. The current approvals for The Villages of West Lake are as follows:

- Residential – 14,185 dwelling units
- Non-Residential – 4,100,000 SF

The Project is planned as a continuation of The Villages with a mixture of uses provided to serve the daily needs of the residents connected by multi-use paths in order to keep traffic on-site. The proposed development entitlements for The Villages of West Lake identified above will be incorporated into Future Land Use Element Policy 1.1.6. The applicant proposes the following text amendments to Future Land Use Element Policy 1.1.6 as identified below:

> ***Future Land Use Element Policy 1.1.6*** – *The Villages of West Lake - The Villages (referred to under this policy as "The Villages" or "the Project") is designated as Age Restricted Development (ARD) on the City of Leesburg's Future Land Use Map. The Project is located in southern Leesburg along the north side of the Florida Turnpike between the Sumter County line and the Florida Turnpike/CR 470 interchange and south of the Florida Turnpike on the east and west sides of County*

Road 48.

The Villages of West Lake must develop consistent with the following requirements:

a) The Villages is a mixed use development which will develop consistent with the Age Restricted Development (ARD) land use category which includes the mixed use development requirements pursuant to Future Land Use Objective 1.1k. The Project may include the following uses: residential (age restricted and non-age restricted through the conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). The Villages may develop under multiple phases with specialized design standards as established in The Villages of West Lake Area A Chapter 163 Development Agreement and The Villages of West Lake Area B Chapter 163 Development Agreement (also referred to under this policy as "the Chapter 163 Agreements" or "the Agreements". The Agreements will also include design standards for the Project as required by Future Land Use Element Objective 1.1k. The design standards addressed in the Agreements shall include but not be limited to architectural design standards, building setbacks, landscaping and buffering and roadway design in order to ensure pedestrian and vehicular safety. Additionally, a separate expedited review process may also be included in the Chapter 163 Agreements. The Villages will utilize urban design principles in order to create ~~mixed use~~ non-residential centers supported by residential development connected with an internal road system and trails to encourage walking, biking and other modes of transportation.

b) Prior to development commencing on site, wetlands must be analyzed and the Developer must coordinate with the appropriate state and federal agency regarding the jurisdictional boundaries and any proposed impacts. Wetlands on-site will be protected consistent with Future Land Use Policy 1.1.6 ~~the City's Comprehensive Plan as amended~~ and the State and Federal regulatory ~~permitting~~ requirements and implementing agreements which provides ~~mitigation~~ options for mitigation including but not limited to on-site mitigation, off-site mitigation, purchasing mitigation credits from permitted mitigation banks, and the use of conservation easements and such mechanisms through permitting ~~such as regional mitigation banks~~. Wetlands on-site may also be utilized for passive recreation, trails, stormwater, boardwalks, and bridge and/or road crossings subject to permitting. The provisions in Conservation Element Objectives 1.2 and 1.3 and supporting policies and Recreation and Open Space Objective 1.2 and supporting policies shall not apply.

c) Prior to development commencing on site, the Developer must conduct a wildlife survey of the property and coordinate with the applicable state and federal agencies. Wildlife and their habitat will be protected consistent with

Future Land Use Policy 1.1.6 and the State and Federal regulatory requirements and implementing agreements with provides options for mitigation including but not limited to on-site mitigation, off-site mitigation and such mechanisms through permitting. Conservation Element Objective 1.5 and supporting policies shall not apply.

d) The uses permitted in the City's agricultural land use and zoning are permitted on undeveloped land, before urban development commences if such uses are consistent with the City's Comprehensive Plan. Permitted uses may include but are not limited to silviculture, farming and animal husbandry.

e) The Villages will maintain compatibility with adjacent land uses through ensuring that residential uses are adjacent to off-site residential uses or through the use of vegetative buffering, fencing or a wall.

f) The following Project entitlements are planned:

Non-Residential	*4,100,000 square feet*
Residential (Age Restricted)	*14,185_ dwelling units*

The Project entitlements may be used for any of the uses identified above which include but are not limited to: residential (age restricted and non-age restricted through the conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). A land use conversion table will also be included within the Chapter 163 Agreements with the City for this Project, and will apply to the entire Project boundary. The land use conversion table will allow for a land use to exceed the Project entitlements above as long as another land use is reduced through the conversion matrix to ensure there is no increase in development traffic impacts. The conversion table will also allow for conversion of the uses identified above through City approval without the requirement for a comprehensive plan amendment. The Villages must provide the City notice and documentation to review of at least 30 days in advance of using the land use conversion table. The post conversion development shall be consistent with the City's Comprehensive Plan, as applicable, which includes the minimum mixed use requirements for an Age Restricted Development (ARD).

~~*e) The property identified as Conservation/Recreation Area on Map I-3 is limited to user oriented recreational uses and facilities, outdoor recreational uses and facilities, nature facility/museum, open space and conservation.*~~

g) The level of service standards for The Villages of West Lake shall reflect the type of impacts that have actually been generated within The Villages which has demonstrated lower impacts (including water, sewer, traffic and schools) due to the age restricted and self-sustaining mixed-use community development pattern. The level of service standards are as follows:

THE VILLAGES OF WEST LAKE LEVEL OF SERVICE STANDARDS	
Transportation Facilities	***LEVEL OF SERVICE***
Limited Access Roads	*C or as otherwise prescribed by FDOT*
Arterials	*D*
Collectors	*D*
Potable Water	***LEVEL OF SERVICE***
Non-Residential	*0.2 gallons per day/gross square feet*
Residential (Age Restricted)	*86 gallons per dwelling unit per day*
Residential (Non-Age Restricted)	*150 gallons per person per day*
Sanitary Sewer	***LEVEL OF SERVICE***
Non-Residential	*0.15 gallons per day/gross square feet*
Residential (Age Restricted)	*86 gallons per dwelling unit per day*
Residential (Non-Age Restricted)	*251 gallons per day per capita*
Recreation	
The recreation facilities necessary for The Villages of West Lake are to be provided within The Villages which will include recreation facilities within the City of Leesburg, the City of Wildwood and Sumter County. Since The Villages is a highly amenitized community, the facilities will ensure the residents do not degrade the level of service of the City's recreation facilities.	
Public School	
Age restricted units will not impact the Lake County Public School System. Any new non-age restricted units will be coordinated with the Lake County School Board to address school capacity at the time of development.	

Based on the foregoing, no other level of service standards in the City's Comprehensive Plan including requirements contained in Capital Improvements Policy 1.2.1, Recreation Policies 1.1.1, 1.1.5, 1.1.6, and 1.7.2 shall apply.

h) To ensure consistency with the standards in The Villages, the wetland buffers for The Villages of West Lake shall be consistent with the applicable water management districts rules with an average 25 foot buffer (minimum 15 foot buffer) and the buffer standards in Conservation Policy 1.3.7 and Future Land Use Policy 1.5.14 shall not apply. The applicable water management district rules are based on an agreement between The Villages, the St. Johns River Water Management District and the Southwest Florida Water Management District.

i) The Villages of West Lake will develop as a multi-modal community strongly encouraging other modes of transportation including bicycle, pedestrian and golf cart facilities that will link residential to non-residential areas through-out The Villages. To ensure this consistency of development, The Villages of West Lake

will follow the design standards that will be established in the Chapter 163 Agreements with the City which will be adopted concurrent with this Policy, and will not be required to meet the design standards and transportation level of service standards of the City of Leesburg within the Transportation Element. Additionally, the Concurrency reservation and the process under which it is achieved will be specifically approved and included in the Agreements and the Project will be exempt from the Transportation Element and Capital Improvements Element Objective 1.5 and supporting policies and any land development regulations to the contrary.

j) The Chapter 163 Agreements will include development and design standards for the implementation of the recreational vehicle development land use. This use may include recreational vehicles, short-term rentals, long-term rentals and sales.

k) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses. Any communication towers and antennas must be setback at least half the height of the structure from any exterior property line.

l) Mining is a permitted use within the Area B portion of the Project. Any mining activities in Area B must meet the requirements of The Villages of West Lake Area B Chapter 163 Agreement with the City.

m) The Villages Land Company (VLC) is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in the Agreements. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

n) The Project may include Community Support Districts as permitted in FLUE Objective 1.1k. Any dwelling units within the Community Support District will be created from other uses pursuant to the land use conversion table.

IV. PROPOSED FUTURE LAND USE MAP AMENDMENTS

The Villages is proposing to amend approximately 4,192.5 acres on the City's Future Land Use Map as follows:

TABLE 2: TOTAL ACREAGE BY FUTURE LAND USE CATEGORY

VII. TEXT AMENDMENT TO FUTURE LAND USE POLICY 1.1.1

The applicant is proposing an amendment to Future Land Use Policy 1.1.1 to add commercial centers to the list of non-residential centers that are able to apply a 3.0 FAR. This amendment does not result in any additional development entitlements. The Villages of West Lake is the only project in the City of Leesburg designated ARD. The Villages of West Lake has maximum development entitlements established in Future Land Use Policy 1.1.6. This amendment is needed to clarify that all non-residential centers within the Villages of West Lake are able to build to the level of intensity needed to provide the daily needs of residents. The policy currently uses the terms town center and medical campus. The Villages is requesting the term "commercial centers" be added to that list.

The proposed language is included below:

Policy 1.1.1 Future Land Use Map. The adopted Future Land Use Map shall contain and identify appropriate locations for the following land use categories, as defined in the data and analysis of this element.

Land Use Categories	**Maximum Density/Intensity**
Age-Restricted Development	Single Family Detached: 9 units/gross acre Single Family Attached and Multi-Family: 30 units/gross acre The Following standards are gross/aggregate standards: 80% ISR, Max FAR (0.5 except for Town Centers, Commercial Centers and Medical Campus which have a 3.0 FAR)

COMPREHENSIVE PLAN AMENDMENT

APPLICATION FOR THE AMENDMENT TO THE VILLAGES OF WEST LAKE PROJECT

I. SUMMARY/INTRODUCTION

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4. Delete the Secret Promise DRI site specific policies that were adopted by the City in 2009 to guide its development. These policies are no longer needed due to the requested rescission. The Secret Promise site specific policies are found in Future Land Use Element Objective 1.14.1 and Policies 1.14.1.1 through 1.14.1.6.
5. Amend Future Land Use Policy 1.1.6 to address wetland and habitat protection, land use planning and other issues. The policy clarifies that the Developer is required to analyze the environmental features on site and must coordinate with the applicable state and federal agencies as part of the permitting process including mitigation options.
6. Amend Future Land Use Policy 1.1.1 to add commercial centers to the list of non-residential centers permitted a 3.0 FAR.

Policy 1.14.7 The City of Leesburg shall adopt site-specific sub-policies for any property designated SP Mixed-Use on the Future Land Use Map. The site-specific sub-policies shall address the following items at a minimum:

- Development program, including the maximum number of residential units and non-residential square footage allowed on the property
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All development designated SP Mixed-Use shall be rezoned to a Planned Unit Development (PUD). The PUD ordinance shall establish the permitted development program and may include a land use conversion matrix that will allow the developer to modify the approved acreages and/or square feet permitted for each land use, within certain defined thresholds. These conversions may be made to accommodate changes in market conditions etc. provided they do not exceed 10% of the approved residential units, non-residential floor area ratio, and acreage of the corresponding land use and as long as there is no net increase in impacts as a result of the land use conversion. (including transportation, potable water, water supply, sewer, stormwater and public school supply). These conversions must also remain within the range of minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1).

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~~**Secret Promise DRI**~~

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~~**Objective 1.14.1** The Secret Promise DRI (referred to under Objective 1.14.1 and the supporting policies as "the DRI" or "the project") is designated as both Mixed Use and Conservation as depicted on the City's Future Land Use Map and is consistent with the supporting policies identified in this Objective.~~

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~~Policy 1.14.1.2~~ ~~The Secret Promise DRI is a mixed use development that shall include a functional integration of residential, commercial and office and may include hotel, institutional, light industrial, recreation uses and supporting infrastructure (e.g. roads, water, sewer, etc.). The planning timeframe for the project is anticipated to be 2009 through build-out in 2025 but may be extended within the DRI development order. The project is scheduled to move forward in three phases. The maximum non-residential land use intensity shall not exceed 1.0 Floor Area Ratio (FAR). The maximum residential density shall not exceed 4 dwelling units per gross acre. Consistent with these intensity/density standards, the Secret Promise DRI is limited to the following development entitlements:~~

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~~Assisted Living~~	~~200 units~~

~~*If density bonus units are built off-site, they would receive a 5% increase in density, above the established maximum number of units per acre in the applicable Future Land Use category. The units shall be allowed in any Future Land Use category that allows residential uses.~~

~~These entitlements do not include public/institutional or civic uses needed to serve the community. These entitlements may be converted through mechanisms described in the DRI development order. Conversions must not create a net increase in public facility impacts (including transportation, potable water, water supply, sewer, stormwater and public school supply) and must remain within the range of the minimum and maximum mixture of uses permitted for the mixed use category (consistent with Future Land Use Element Policy 1.14.1). Additionally, conversions must not exceed 10% of the approved residential units, non-residential entitlements and acreage of the corresponding land use in order to maintain the character of the development.~~

~~The minimum and maximum mixture of uses and distribution of uses (not including support infrastructure, open space and natural areas) as a percent of the project's acreage are as follows (consistent with Future Land Use Element Policy 1.14.1):~~

	~~Minimum~~	~~Maximum~~
~~Residential~~	~~50%~~	~~80%~~
~~Commercial~~	~~5%~~	~~45%~~
~~Office~~	~~5%~~	~~45%~~
~~All other uses~~	~~0%~~	~~40%~~

~~This policy does not guarantee the approval of development orders which are in accordance with the percent distribution of acreage mix. The approval of development orders shall be consistent with this policy and other policies under Objective 1.14.1 and future conditions maps.~~

~~Policy 1.14.1.3~~ ~~The Secret Promise DRI will meet all required local, state and federal regulations as specified in the DRI development order and zoning requirements.~~

~~Policy 1.14.1.4~~ ~~The Secret Promise DRI as analyzed in the ADA is determined to be suitable for the land uses proposed for the site and will remain compatible with the surrounding area through design requirements including standards for buffering and landscaping. The project will also be developed as an intense urban center providing the benefits of a mixed use project that will include pedestrian activity and other modes of transportation such as sidewalks, bike lanes and golf cart paths.~~

~~**Policy 1.14.1.5** Amendments to the DRI through the Notice of Proposed Change process pursuant to s. 380.06(19), FS, including the use of density bonus units for affordable housing, shall not require a plan amendment, provided the change does not include the addition of land or a new use and is otherwise consistent with the comprehensive plan. Changes to a DRI Development Order adopted by the City of Leesburg shall be reflected in the Conceptual Master Plan and other zoning support documents as a ministerial function.~~

~~**Policy 1.14.1.6** The wetlands, wildlife conservation areas and upland preservation areas identified on the Secret Promise DRI Map H dated September 2009 are designated Conservation on the City's Future Land Use Map. No development is permitted in areas designated Conservation except those land use activities permitted in the Secret Promise DRI Development Order and Wildlife Management Plan such as passive recreation, trails, and boardwalks.~~

The City's Future Land Use Map is approved for the following development:

Table 1: EXISTING FUTURE LAND USE MAP AMOUNTS

Future Land Use Designation	Density/Intensity	Acres	Total Development Allowed
Industry and Technology Park	6 du/acre 2.0 FAR	14.6	84 dwelling units 1,010,000 square feet of non-residential (commercial, office or industrial)
Mixed Use	4 du/acre 2.0 FAR	2,001	6,800 dwelling units 1,600,000 square feet of commercial 1,500,000 square feet of office 500,000 square feet of Industrial 400 Hotel rooms 200 units of Assisted Living
Conservation	N/A	1,598.4	None
Institutional	2.0 FAR	498.5	1,568,160 SF government/ institutional
Regional Office (Lake County)	3.0 FAR	79.3	8,800,000 SF office
TOTAL ACREAGE		4,192.5*	

* Farner has 0.1 acres in boundary as ARD. If ARD then no amendment is needed. Farner also has 0.6 acres as Florida Turnpike which is not a FLUM designation.

Attached as **Exhibit B** is the supporting information used to calculate the current entitlements on the City's Future Land Use Map.

The Proposed Amendment proposes no increase in development entitlements. The current approvals for The Villages of West Lake are as follows:

- Residential – 14,185 dwelling units
- Non-Residential – 4,100,000 SF

The Project is planned as a continuation of The Villages with a mixture of uses provided to serve the daily needs of the residents connected by multi-use paths in order to keep traffic on-site. The proposed development entitlements for The Villages of West Lake identified above will be incorporated into Future Land Use Element Policy 1.1.6. The applicant proposes the following text amendments to Future Land Use Element Policy 1.1.6 as identified below:

> ***Future Land Use Element Policy 1.1.6*** *– <u>The Villages of West Lake</u> - The Villages (referred to under this policy as "The Villages" or "the Project") is designated as Age Restricted Development (ARD) on the City of Leesburg's Future Land Use Map. The Project is located in southern Leesburg along the north side of the Florida Turnpike between the Sumter County line and the Florida Turnpike/CR 470 interchange and south of the Florida Turnpike on the east and west sides of County*

Road 48.

The Villages of West Lake must develop consistent with the following requirements:

a) The Villages is a mixed use development which will develop consistent with the Age Restricted Development (ARD) land use category which includes the mixed use development requirements pursuant to Future Land Use Objective 1.1k. The Project may include the following uses: residential (age restricted and non-age restricted through the conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). The Villages may develop under multiple phases with specialized design standards as established in The Villages of West Lake Area A Chapter 163 Development Agreement and The Villages of West Lake Area B Chapter 163 Development Agreement (also referred to under this policy as "the Chapter 163 Agreements" or "the Agreements". The Agreements will also include design standards for the Project as required by Future Land Use Element Objective 1.1k. The design standards addressed in the Agreements shall include but not be limited to architectural design standards, building setbacks, landscaping and buffering and roadway design in order to ensure pedestrian and vehicular safety. Additionally, a separate expedited review process may also be included in the Chapter 163 Agreements. The Villages will utilize urban design principles in order to create ~~mixed use~~ non-residential centers supported by residential development connected with an internal road system and trails to encourage walking, biking and other modes of transportation.

b) Prior to development commencing on site, wetlands must be analyzed and the Developer must coordinate with the appropriate state and federal agency regarding the jurisdictional boundaries and any proposed impacts. Wetlands on-site will be protected consistent with Future Land Use Policy 1.1.6 ~~the City's Comprehensive Plan as amended~~ and the State and Federal regulatory ~~permitting~~ requirements and implementing agreements which provides ~~mitigation~~ options for mitigation including but not limited to on-site mitigation, off-site mitigation, purchasing mitigation credits from permitted mitigation banks, and the use of conservation easements and such mechanisms through permitting ~~such as regional mitigation banks~~. Wetlands on-site may also be utilized for passive recreation, trails, stormwater, boardwalks, and bridge and/or road crossings subject to permitting. The provisions in Conservation Element Objectives 1.2 and 1.3 and supporting policies and Recreation and Open Space Objective 1.2 and supporting policies shall not apply.

c) Prior to development commencing on site, the Developer must conduct a wildlife survey of the property and coordinate with the applicable state and federal agencies. Wildlife and their habitat will be protected consistent with

Future Land Use Policy 1.1.6 and the State and Federal regulatory requirements and implementing agreements with provides options for mitigation including but not limited to on-site mitigation, off-site mitigation and such mechanisms through permitting. Conservation Element Objective 1.5 and supporting policies shall not apply.

d) The uses permitted in the City's agricultural land use and zoning are permitted on undeveloped land, before urban development commences if such uses are consistent with the City's Comprehensive Plan. Permitted uses may include but are not limited to silviculture, farming and animal husbandry.

e) The Villages will maintain compatibility with adjacent land uses through ensuring that residential uses are adjacent to off-site residential uses or through the use of vegetative buffering, fencing or a wall.

f) The following Project entitlements are planned:

Non-Residential	*4,100,000 square feet*
Residential (Age Restricted)	*14,185_ dwelling units*

The Project entitlements may be used for any of the uses identified above which include but are not limited to: residential (age restricted and non-age restricted through the conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). A land use conversion table will also be included within the Chapter 163 Agreements with the City for this Project, and will apply to the entire Project boundary. The land use conversion table will allow for a land use to exceed the Project entitlements above as long as another land use is reduced through the conversion matrix to ensure there is no increase in development traffic impacts. The conversion table will also allow for conversion of the uses identified above through City approval without the requirement for a comprehensive plan amendment. The Villages must provide the City notice and documentation to review of at least 30 days in advance of using the land use conversion table. The post conversion development shall be consistent with the City's Comprehensive Plan, as applicable, which includes the minimum mixed use requirements for an Age Restricted Development (ARD).

~~*e) The property identified as Conservation/Recreation Area on Map I-3 is limited to user oriented recreational uses and facilities, outdoor recreational uses and facilities, nature facility/museum, open space and conservation.*~~

g) The level of service standards for The Villages of West Lake shall reflect the type of impacts that have actually been generated within The Villages which has demonstrated lower impacts (including water, sewer, traffic and schools) due to the age restricted and self-sustaining mixed-use community development pattern. The level of service standards are as follows:

THE VILLAGES OF WEST LAKE LEVEL OF SERVICE STANDARDS	
Transportation Facilities	***LEVEL OF SERVICE***
Limited Access Roads	*C or as otherwise prescribed by FDOT*
Arterials	*D*
Collectors	*D*
Potable Water	***LEVEL OF SERVICE***
Non-Residential	*0.2 gallons per day/gross square feet*
Residential (Age Restricted)	*86 gallons per dwelling unit per day*
Residential (Non-Age Restricted)	*150 gallons per person per day*
Sanitary Sewer	***LEVEL OF SERVICE***
Non-Residential	*0.15 gallons per day/gross square feet*
Residential (Age Restricted)	*86 gallons per dwelling unit per day*
Residential (Non-Age Restricted)	*251 gallons per day per capita*
Recreation	
The recreation facilities necessary for The Villages of West Lake are to be provided within The Villages which will include recreation facilities within the City of Leesburg, the City of Wildwood and Sumter County. Since The Villages is a highly amenitized community, the facilities will ensure the residents do not degrade the level of service of the City's recreation facilities.	
Public School	
Age restricted units will not impact the Lake County Public School System. Any new non-age restricted units will be coordinated with the Lake County School Board to address school capacity at the time of development.	

Based on the foregoing, no other level of service standards in the City's Comprehensive Plan including requirements contained in Capital Improvements Policy 1.2.1, Recreation Policies 1.1.1, 1.1.5, 1.1.6, and 1.7.2 shall apply.

h) To ensure consistency with the standards in The Villages, the wetland buffers for The Villages of West Lake shall be consistent with the applicable water management districts rules with an average 25 foot buffer (minimum 15 foot buffer) and the buffer standards in Conservation Policy 1.3.7 and Future Land Use Policy 1.5.14 shall not apply. <u>The applicable water management district rules are based on an agreement between The Villages, the St. Johns River Water Management District and the Southwest Florida Water Management District.</u>

i) The Villages of West Lake will develop as a multi-modal community strongly encouraging other modes of transportation including bicycle, pedestrian and golf cart facilities that will link residential to non-residential areas through-out The Villages. To ensure this consistency of development, The Villages of West Lake

will follow the design standards that will be established in the Chapter 163 Agreements with the City which will be adopted concurrent with this Policy, and will not be required to meet the design standards and transportation level of service standards of the City of Leesburg within the Transportation Element. Additionally, the Concurrency reservation and the process under which it is achieved will be specifically approved and included in the Agreements and the Project will be exempt from the Transportation Element and Capital Improvements Element Objective 1.5 and supporting policies and any land development regulations to the contrary.

j) The Chapter 163 Agreements will include development and design standards for the implementation of the recreational vehicle development land use. This use may include recreational vehicles, short-term rentals, long-term rentals and sales.

k) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses. Any communication towers and antennas must be setback at least half the height of the structure from any exterior property line.

l) Mining is a permitted use within the Area B portion of the Project. Any mining activities in Area B must meet the requirements of The Villages of West Lake Area B Chapter 163 Agreement with the City.

m) The Villages Land Company (VLC) is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in the Agreements. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

n) The Project may include Community Support Districts as permitted in FLUE Objective 1.1k. Any dwelling units within the Community Support District will be created from other uses pursuant to the land use conversion table.

IV. PROPOSED FUTURE LAND USE MAP AMENDMENTS

The Villages is proposing to amend approximately 4,192.5 acres on the City's Future Land Use Map as follows:

TABLE 2: TOTAL ACREAGE BY FUTURE LAND USE CATEGORY

VII. TEXT AMENDMENT TO FUTURE LAND USE POLICY 1.1.1

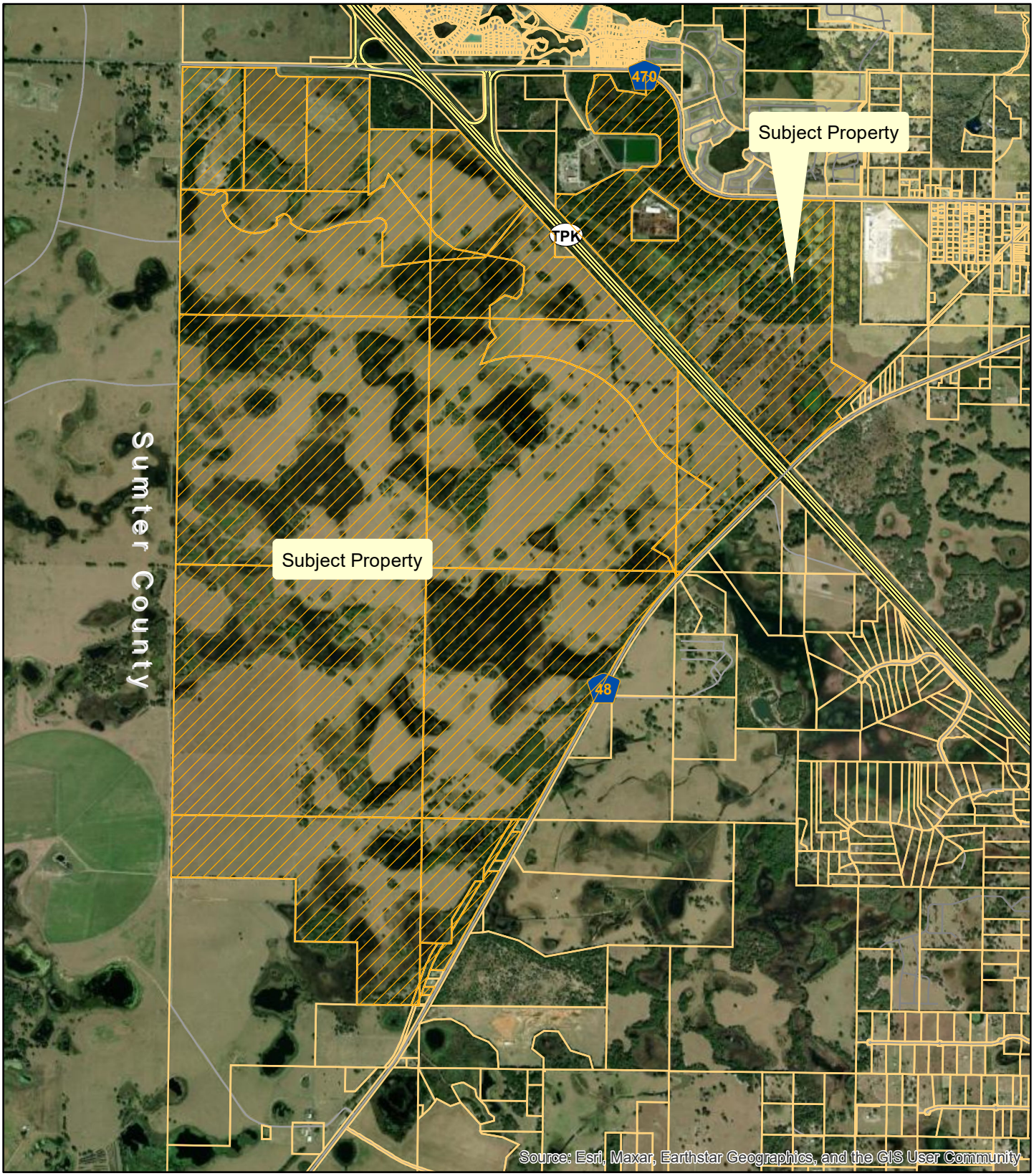
The applicant is proposing an amendment to Future Land Use Policy 1.1.1 to add commercial centers to the list of non-residential centers that are able to apply a 3.0 FAR. This amendment does not result in any additional development entitlements. The Villages of West Lake is the only project in the City of Leesburg designated ARD. The Villages of West Lake has maximum development entitlements established in Future Land Use Policy 1.1.6. This amendment is needed to clarify that all non-residential centers within the Villages of West Lake are able to build to the level of intensity needed to provide the daily needs of residents. The policy currently uses the terms town center and medical campus. The Villages is requesting the term "commercial centers" be added to that list.

The proposed language is included below:

Policy 1.1.1 Future Land Use Map. The adopted Future Land Use Map shall contain and identify appropriate locations for the following land use categories, as defined in the data and analysis of this element.

Land Use Categories	**Maximum Density/Intensity**
Age-Restricted Development	Single Family Detached: 9 units/gross acre Single Family Attached and Multi-Family: 30 units/gross acre The Following standards are gross/aggregate standards: 80% ISR, Max FAR (0.5 except for Town Centers, Commercial Centers and Medical Campus which have a 3.0 FAR)

Aerial



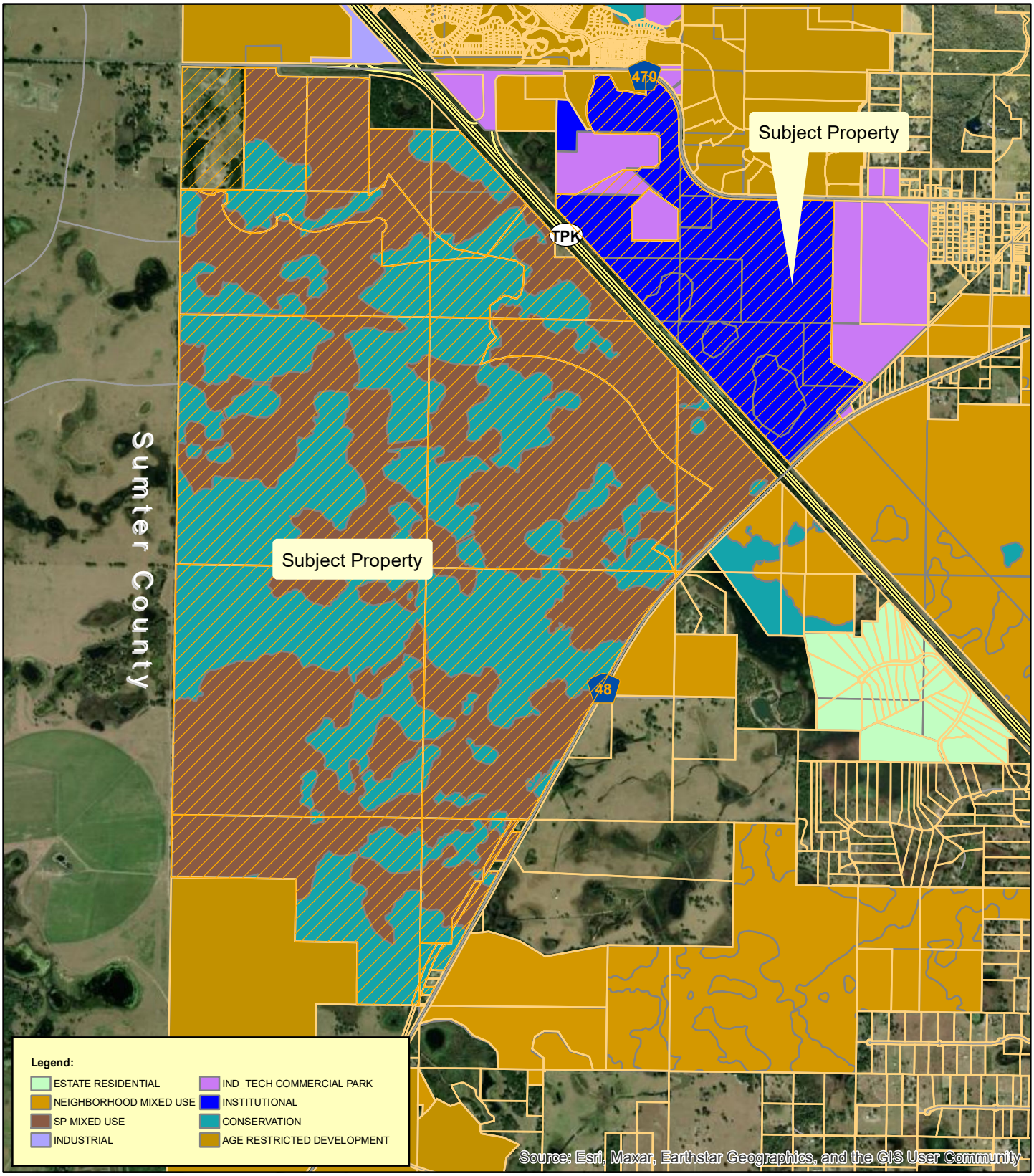
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AK #'s 1029759; 1088003; 1296609; 1775043;1295955; 1088071; 3767501; 1701244; 2610808; 1088101; 3374291; 1296056; 3777575; 3874136; 3874138;1088020; 1088038; 3874135; 1088046 1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661;3874137; 2546077; 2546069; 2543396; 3786416; 3786417; 1176441;1504996; 1296617; 1296081; 1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Future Land Use



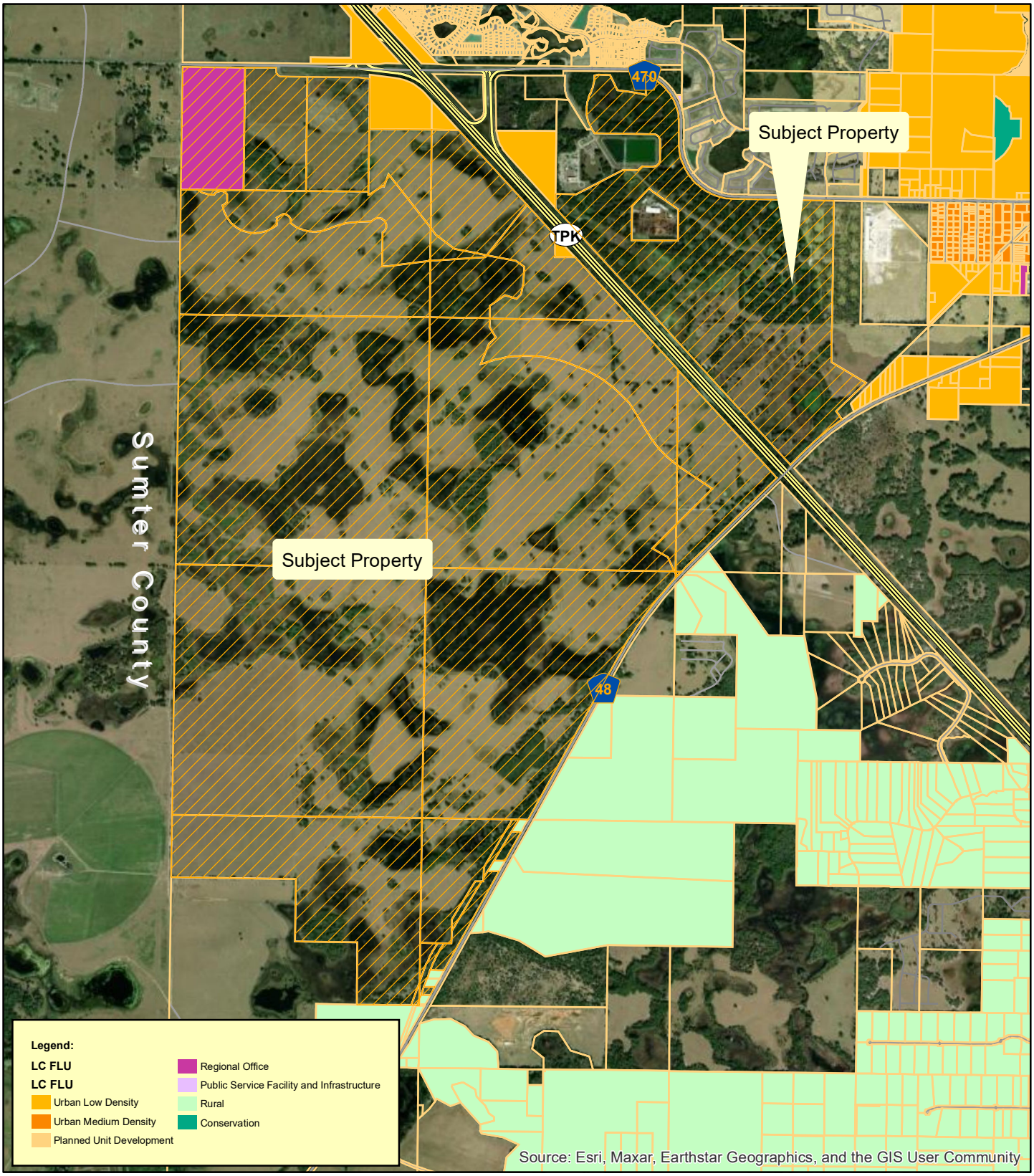
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Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Lake County Future Land Use



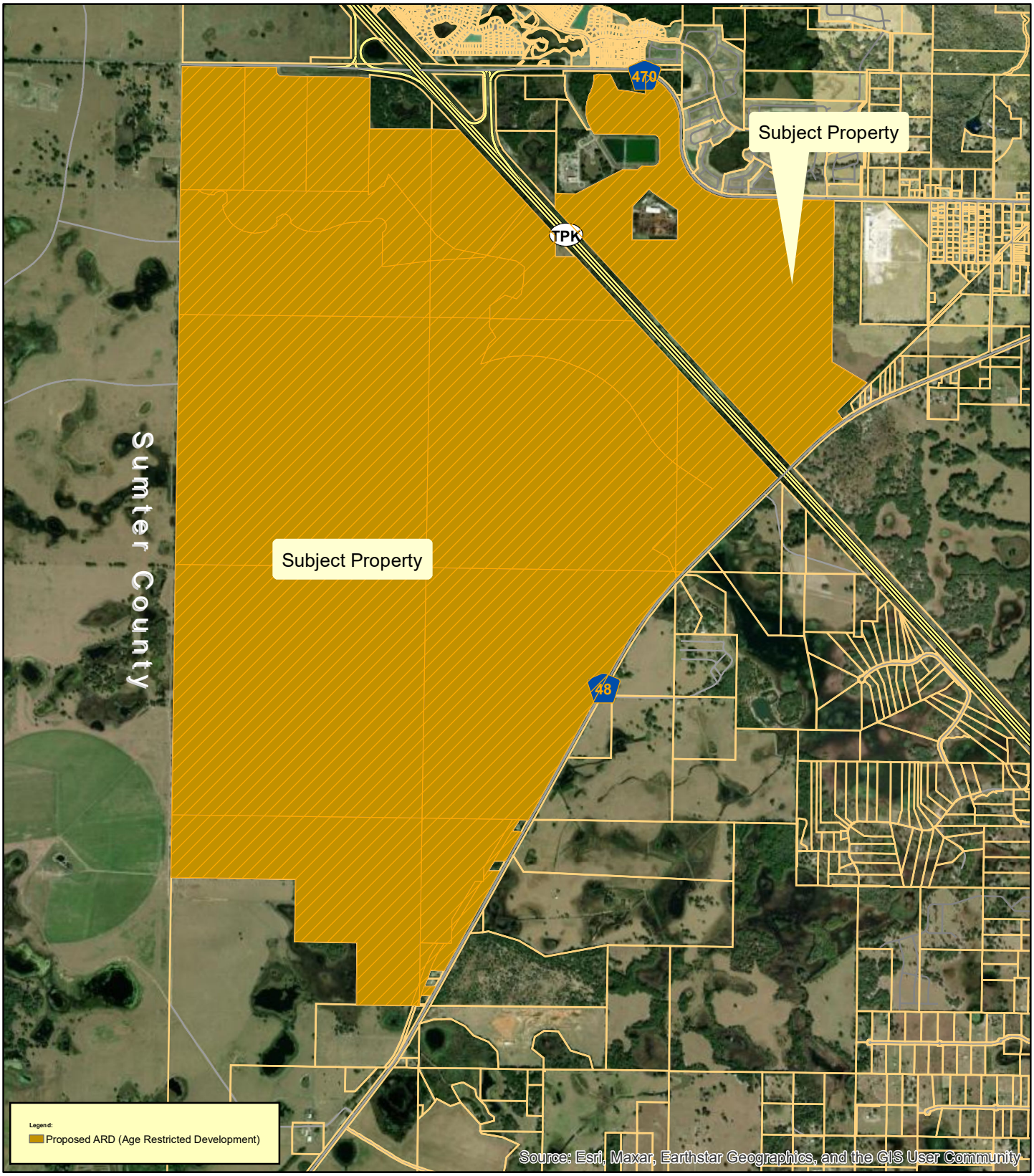
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Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Proposed Future Land Use



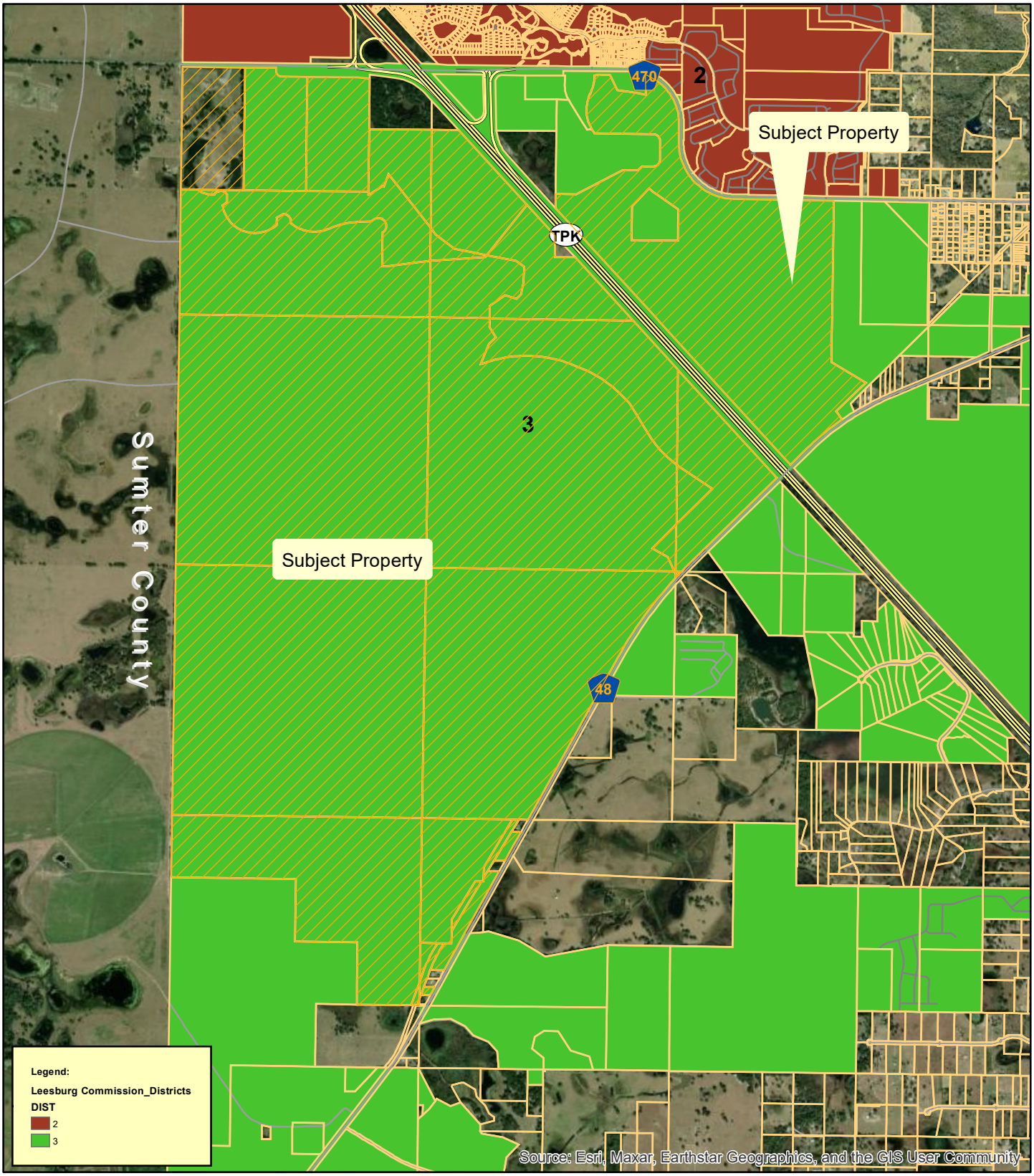
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Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Commission District



Planning & Zoning Division

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AK #'s 1029759; 1088003; 1296609; 1775043;1295955; 1088071; 3767501; 1701244; 2610808; 1088101; 3374291; 1296056; 3777575; 3874136; 3874138;1088020; 1088038; 3874135; 1088046; 1088054; 1088062; 1088160; 3777322; 1085292; 1176433; 3378661;3874137; 2546077; 2546069; 2543396; 3786416; 3786417; 1176441;1504996; 1296617; 1296081;1088119
Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.4.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 4,192.5 +/- acres from City C-3 (Highway Commercial), M-1 (Industrial), R-1-A (Single Family Residential), PUD (Planned Unit Development), and Lake County HM (Highway Industrial) to City ARD (Age Restricted Development) for a property generally located east and west of the Florida Turnpike and north of County Road 48, lying in Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (VOWL 6th SP RZ)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property to ARD (Age Restricted Development).

Analysis:
The project site is approximately 4,192.5 +/- acres, and is generally located east and west of the Florida Turnpike and north of County Road 48 as shown on the attached maps. The proposed request is compatible with adjacent property zoned City ARD (Age Restricted Development) and PUD (Planned Unit Development), Lake County A (Agriculture), Sumter County Agriculture and Residential, and Wildwood ARD (Age Restricted Development). Additionally, the proposed request is compatible with the proposed future land use designation of Age Restricted Development, and with adjacent properties under the future land use designations of City Age Restricted Development, Industry and Technology Commerce Park, Institutional, Neighborhood Mixed use, Conservation and Lake County Urban Low and Rural, and Sumter County Agriculture, and Wildwood Age Restricted Development.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to ARD (Age Restricted Development); or
2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 4,192.5 +/- ACRES FROM CITY C-3 (HIGHWAY COMMERCIAL), M-1 (INDUSTRIAL), R-1-A (SINGLE FAMILY RESIDENTIAL), PUD (PLANNED UNIT DEVELOPMENT), AND LAKE COUNTY HM (HIGHWAY INDUSTRIAL) TO CITY ARD (AGE RESTRICTED DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST AND WEST OF THE FLORIDA TURNPIKE AND NORTH OF COUNTY ROAD 48, LYING IN SECTIONS 16, 17, 18, 20, 21, 28, 29, 30, 31, & 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL 6TH SP RZ)

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

Section 1.
Based upon the petition of Martin Dzuro, The Villages Land Company, LLC, "Petitioner", of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City C-3 (Highway Commercial), M-1 (Industrial), R-1-A (Single Family Residential), and PUD (Planned Unit Development) and Lake County HM (Highway Industrial) to City Age Restricted Development (ARD), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A – Legal Description

TRACT 1:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48,

THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03

FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TRACT 2:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.
AND
ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID TRACT 2 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

TRACT 3:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN

SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50

FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A

168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45",

AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

TRACT 4:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT

CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF

THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT

ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65

FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID

NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE

SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF

1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	December 14, 2023
OWNER:	The Villages Land Company, LLC
PETITIONER:	Martin L. Dzuro, The Villages Land Company, LLC
PROJECT:	VOWL 6th SP
REQUEST:	Rezone 4,192.5 +/- acres to ARD (Age Restricted Development)
CASE NO.:	RZ-23-510

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This proposal is a continuation of The Villages of West Lake development.

2. The proposed zoning is compatible with the proposed Future Land Use designation of Age Restricted Development.

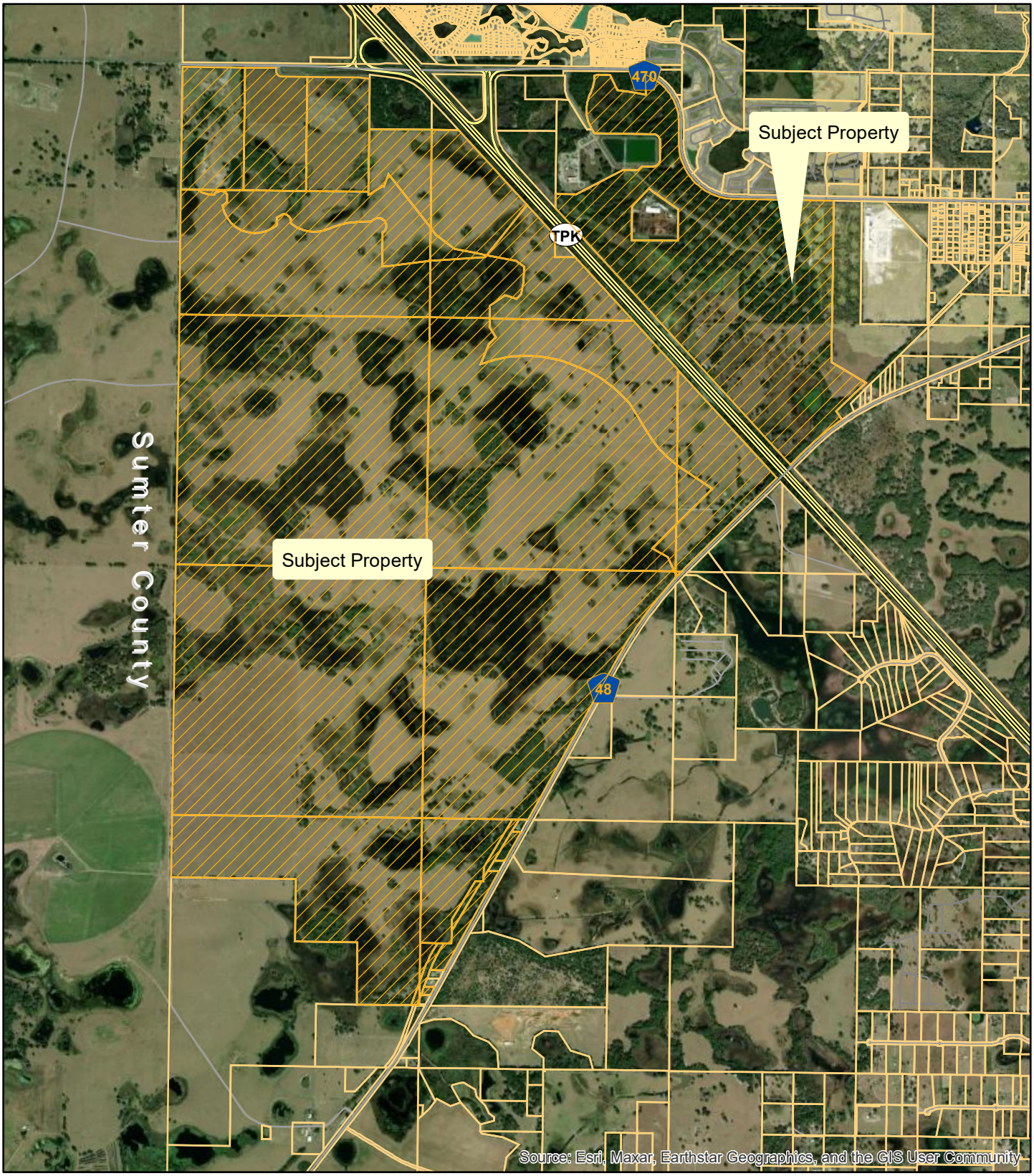
3. The proposal is compatible with the surrounding existing future land use designations and zoning districts.

4. The proposal does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property to ARD (Age Restricted Development) and forward to the City Commission for consideration.

Aerial



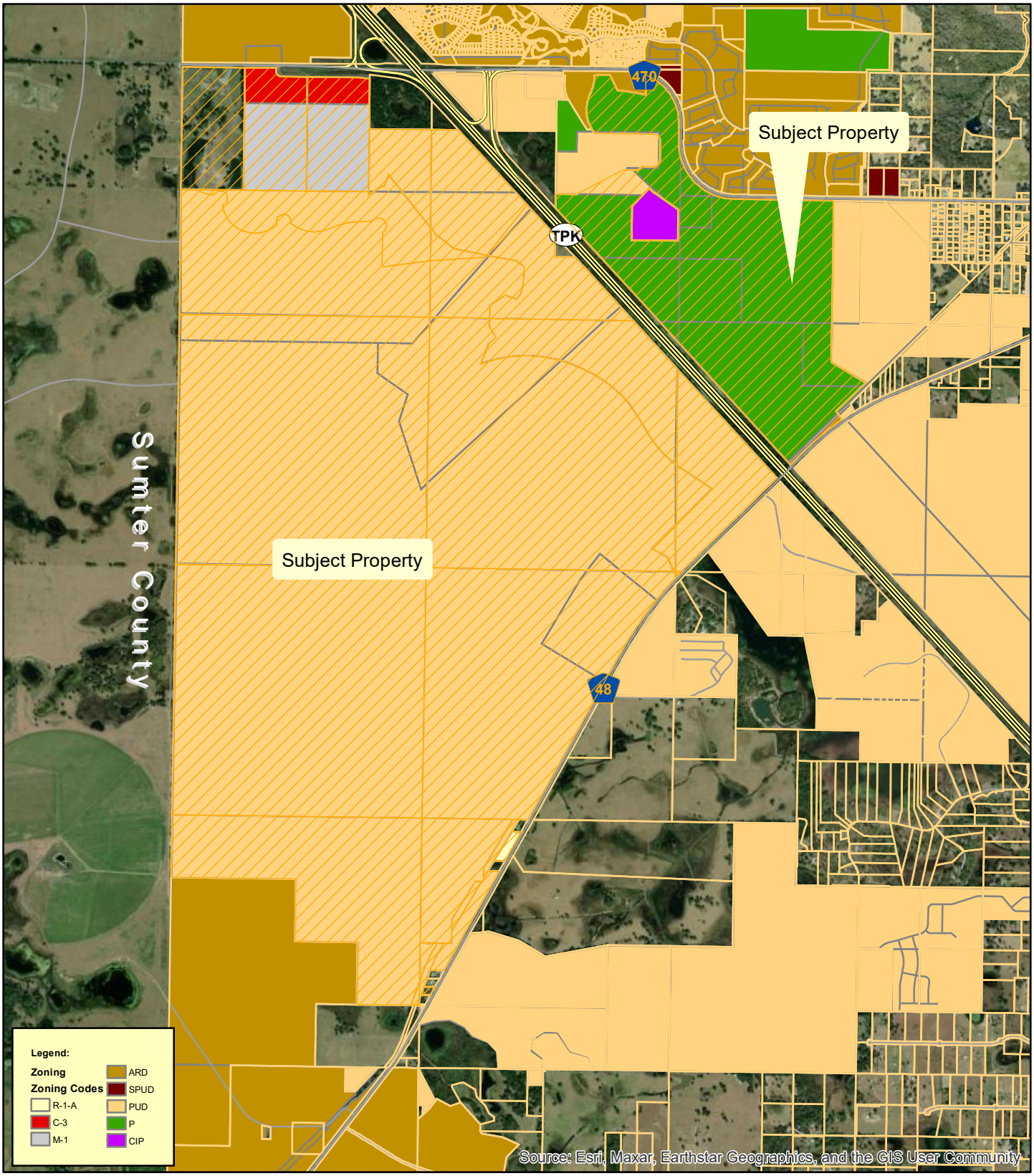
Planning & Zoning Division

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VOWL 6th SP (LSCP-23-509; RZ-23-510)
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Sections 16, 17, 18, 20, 21, 28, 29, 30, 31, 32, Township 20 South, Range 24 East
November 21, 2023

Zoning



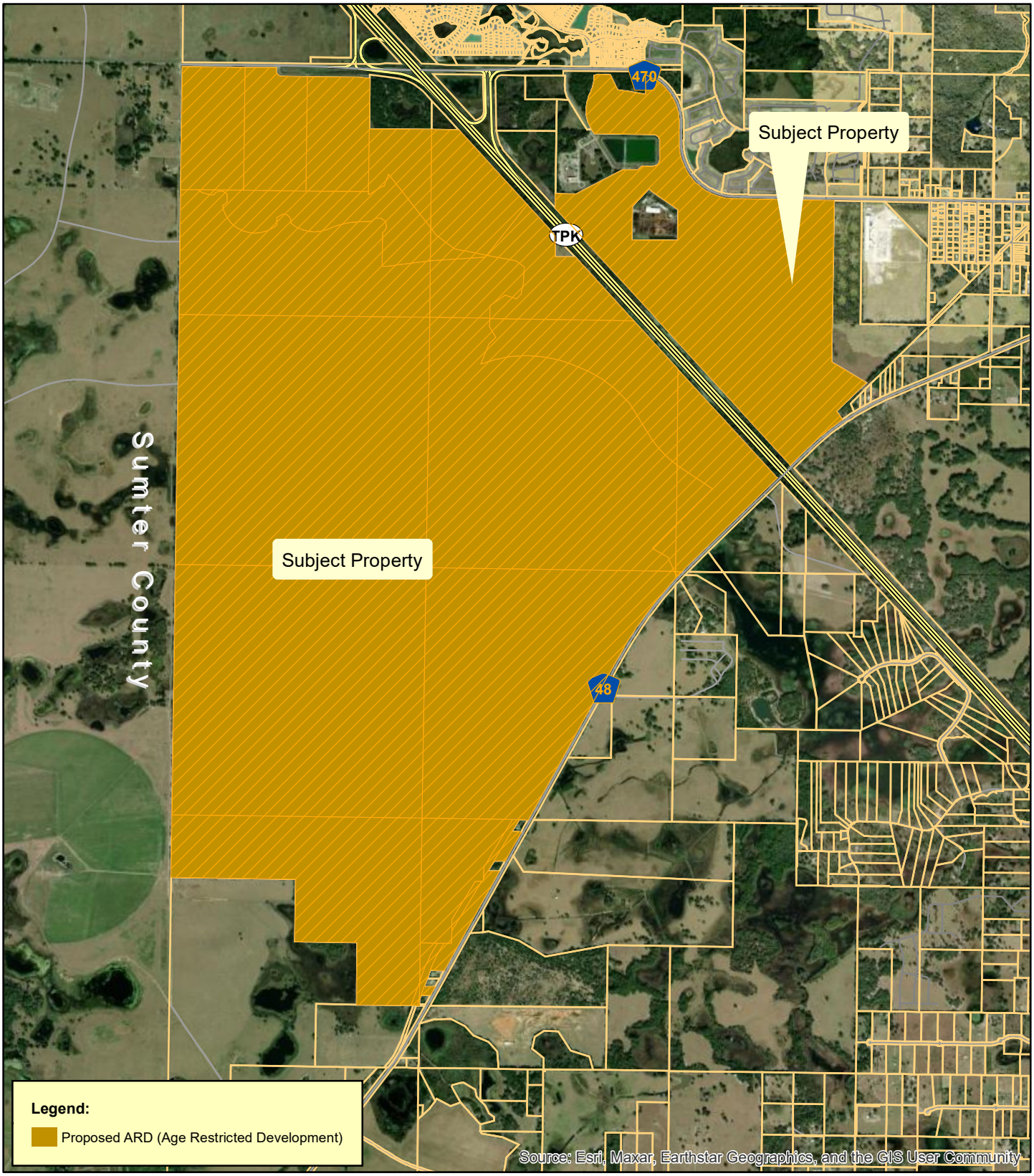
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Proposed Zoning



Planning & Zoning Division

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November 21, 2023

Surrounding Land Uses



Planning & Zoning Division

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Flood Zone



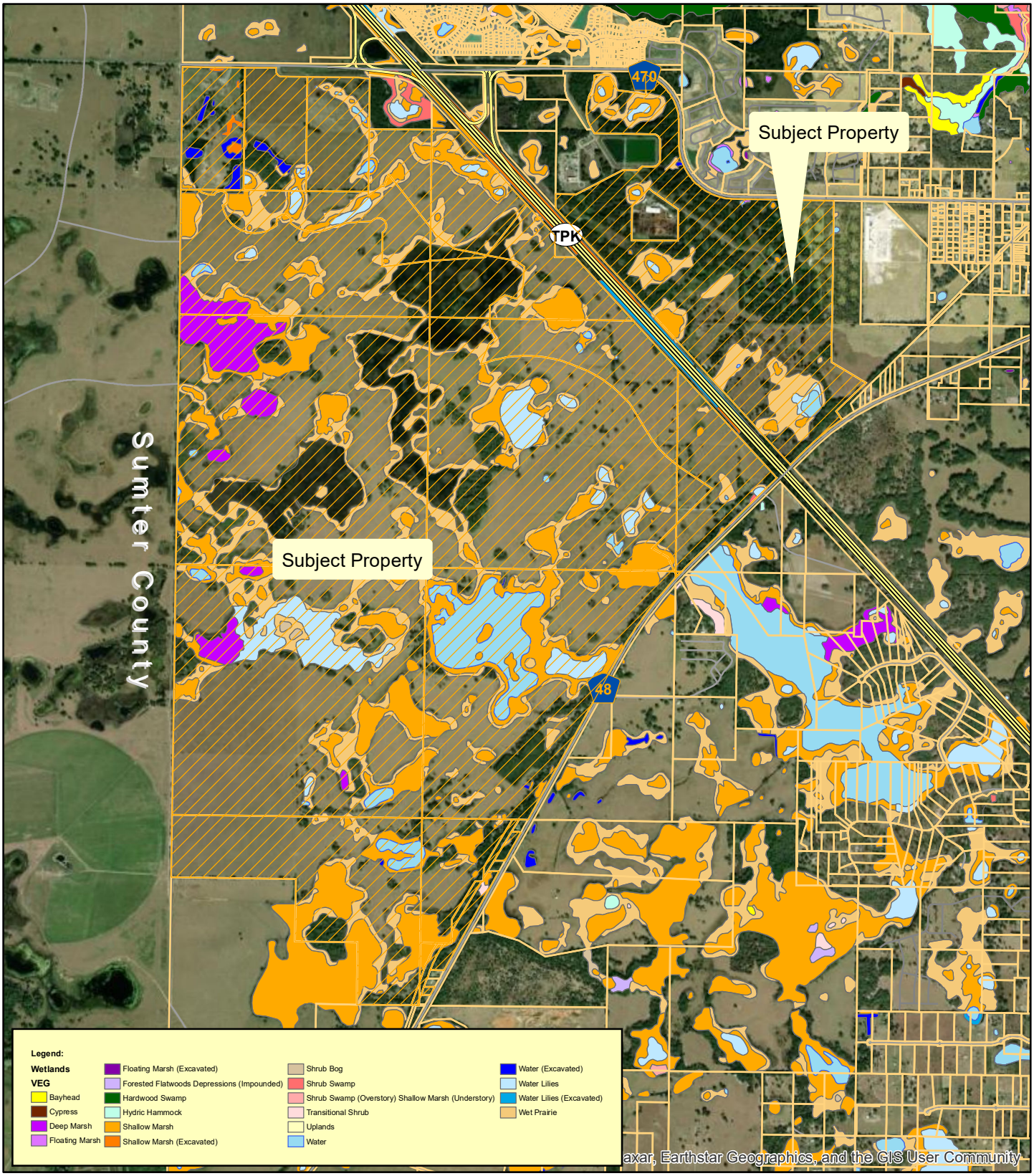
Planning & Zoning Division

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Wetlands



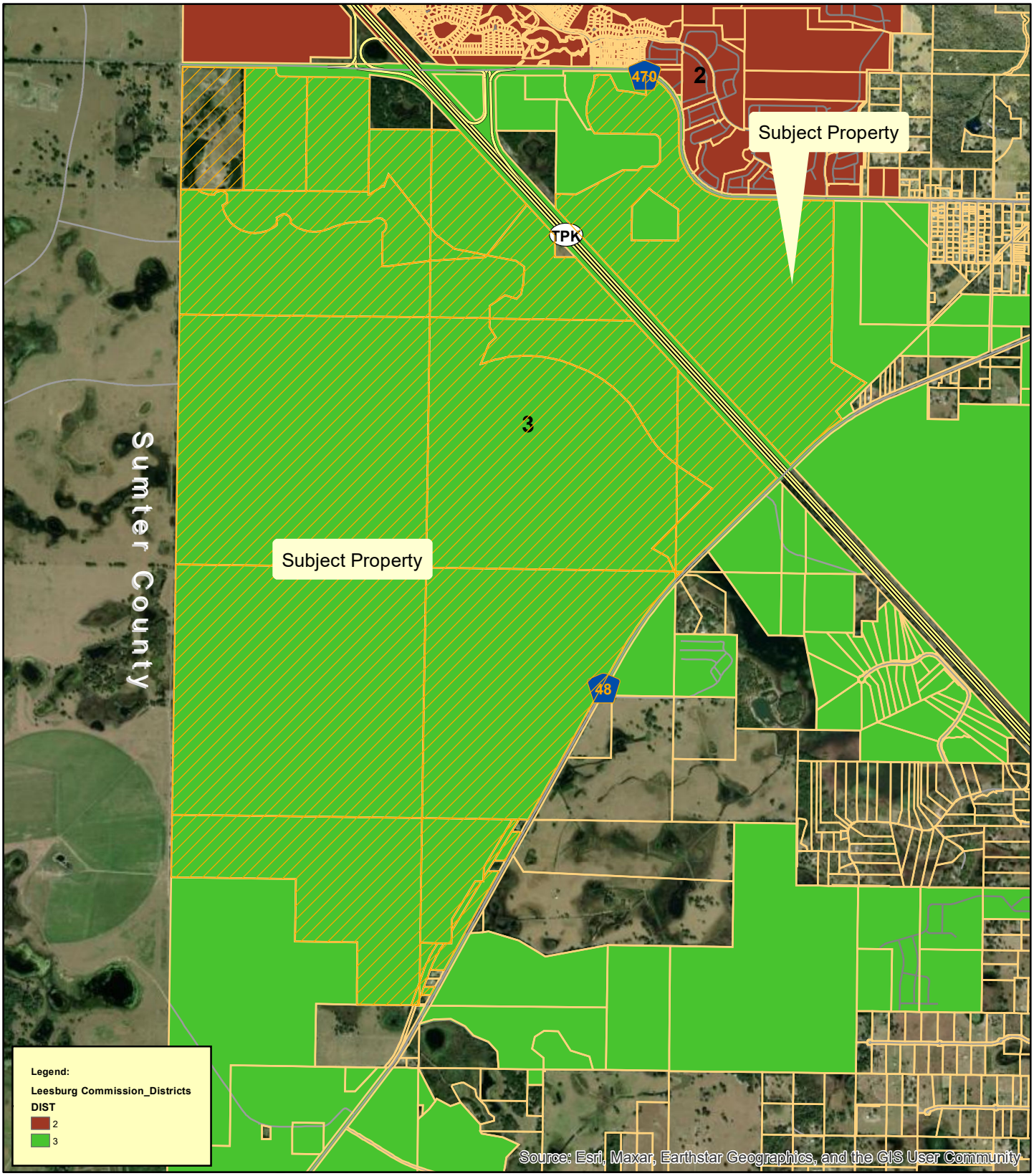
Planning & Zoning Division

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Commission District



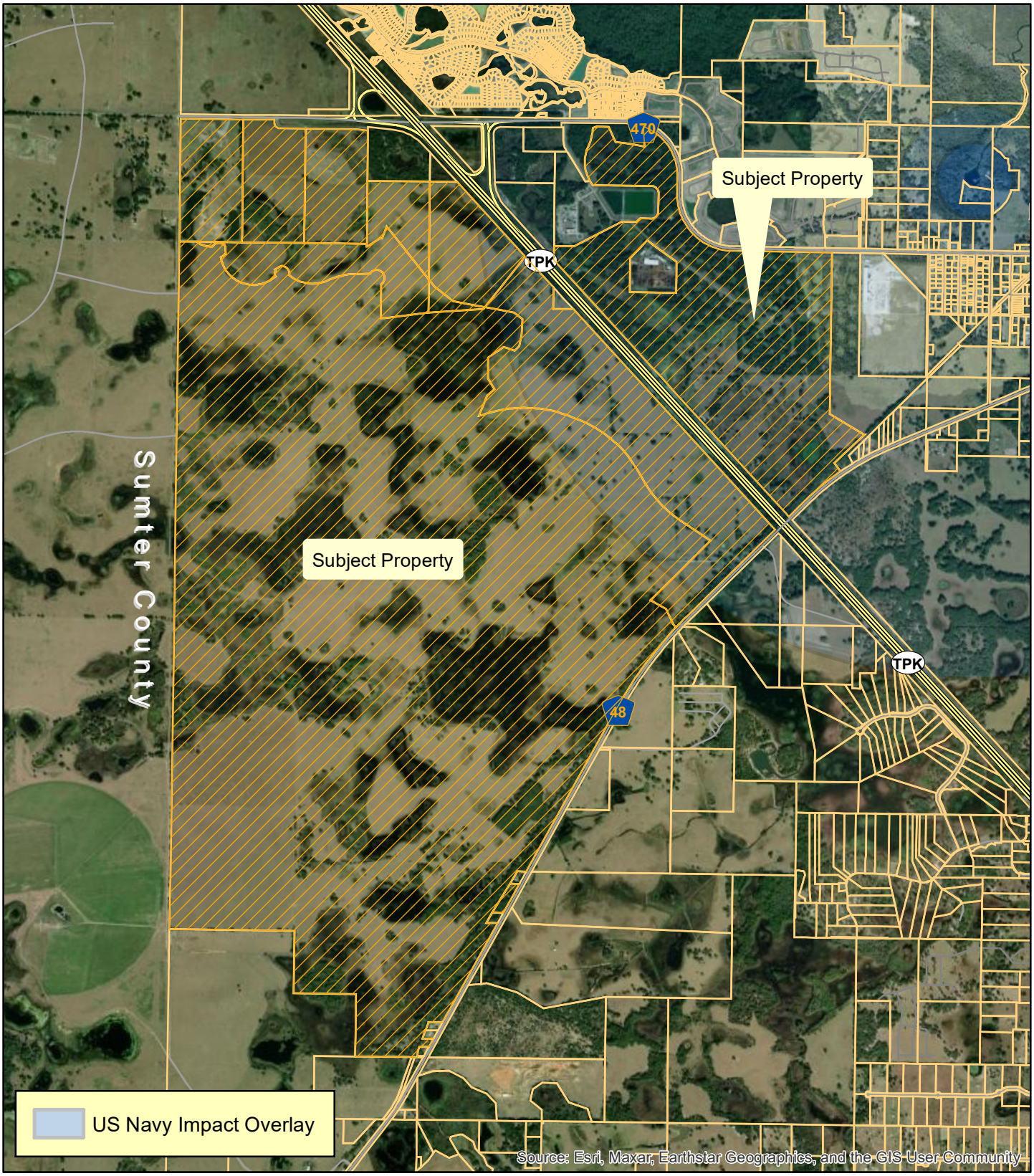
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US Navy Impact Overlay



Planning & Zoning Division

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November 21, 2023

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: June 10, 2024

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

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

Staff Recommendation:
Staff recommends approval of the proposed revision to The Villages of West Lake Area A Development Agreement per Chapter 163 Florida Statutes, and the exhibits attached hereto for the property owned by Villages Land Company, LLC.

Analysis:
Chapter 163.3220-163.3243, Florida Statutes, is known as the Florida Local Government Development Act. This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long-term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer, as well as the general public.

Both the City of Leesburg and the Villages Land Company, LLC, by amending this agreement, incur

specific obligations regarding development rights, land uses, density, and intensity of development, along with the infrastructure agreements to include potable water and sanitary sewer services plus water utility service and building design criteria. A periodic review of the Agreement is required to ensure demonstration of good faith compliance with the terms. Included in the document are terms of amendment and revocation as well as a revised legal description for Area A which will now include the property formerly known as the Secret Promise DRI and additional property. Utility franchises, which are also subject to the agreement, will be added and reviewed by City Commission on an individual basis.

Procurement Analysis:
N/A

Options:
1. Approve the proposed revised Area A Development Agreement with the Villages Land Company, LLC, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Approval of this revised development agreement will not create an immediate fiscal impact on the City of Leesburg. Continued development of the property under this agreement will significantly enhance the revenue stream of the City via additional ad valorem tax revenue, utility fees, and charges for service.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REQUEST FOR A CHAPTER 163 FLORIDA STATUTES DEVELOPMENT AGREEMENT AMENDMENT FOR THE VILLAGES OF WEST LAKE AREA A, TO INCORPORATE THE PROPERTY KNOWN AS SECRET PROMISE WITH OTHER ADJACENT PROPERTIES; TO UPDATE THE AGREEMENT TO REFLECT YEAR AND REMOVE INFORMATION NO LONGER NEEDED; TO CLARIFY THE DEFINITION OF VLC (VILLAGES LAND COMPANY) TO INCLUDE THE AFFILIATES OF VLC; TO ADD REFERENCES TO COMMUNITY SUPPORT DISTRICTS WHICH ALLOW NON-AGE RESTRICTED RESIDENTIAL USES; TO INCORPORATE AND UPDATE THE PROVISIONS THAT WERE CONTAINED IN CHAPTER 163 PUBLIC FACILITIES AGREEMENT BETWEEN THE VILLAGES AND THE CITY. THE PUBLIC FACILITIES AGREEMENT AND AMENDMENTS WILL BE TERMINATED WHEN THIS CHAPTER 163 FLORIDA STATUTES AGREEMENT AMENDMENT IS COMPLETELY AND FULLY EXECUTED; TO UPDATE THE AGREEMENT TO REFLECT THE CURRENT REQUIREMENTS IN FLORIDA STATUTES FOR CHAPTER 163 AGREEMENTS; THIS REQUEST DOES NOT INCLUDE CHANGES TO POPULATION DENSITY, BUILDING HEIGHT OR INTENSITY; FOR A PROPERTY GENERALLY LOCATED NORTH AND SOUTH OF THE FLORIDA TURNPIKE, WEST OF COUNTY ROAD 48, AND EAST OF THE SUMTER COUNTY LINE, AS LEGALLY DESCRIBED IN SECTIONS 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL CHAPTER 163 AGREEMENT AMENDMENT AREA A)

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

Section 1.

Based upon the petition of The Villages Land Company, LLC:

THAT the Mayor and City Clerk are hereby authorized to execute a Development Agreement with **THE VILLAGES LAND COMPANY, LLC, whose address is 3619 Kiessel Road, The Villages, Florida, 32163** for a development agreement pursuant to Chapter 163.3220 - 163.3243 Florida Statutes.

THAT this ordinance shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

THE VILLAGES OF WEST LAKE AREA A
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2024~~3~~, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described including its affiliates), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The ~~Villages of Lake-Sumter, Inc., has served as the developer of the~~ Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), the Tri-County Villages DRI, the Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of Southern Oaks and The Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has~~ve~~ been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community ~~with a population of over one hundred twenty-five thousand (125,000)~~ with significant residential, recreational ~~opportunities on-site~~ and ~~approximately 6 million square feet of~~ non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates, have~~has~~ acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area A Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with ~~The Villages of Lake-Sumter, Inc.~~VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in ~~the~~ The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area A is identified in ~~**COMPOSITE**~~ **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area A with a legal description and location map sketch attached as ~~**COMPOSITE**~~ **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area A and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, ~~and~~ February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC, or an affiliate, ~~another entity affiliated with The Villages of Lake-Sumter, Inc.~~ may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) ~~to~~ provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of 30 years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six~~five~~-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing; ~~and~~

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as ~~**COMPOSITE**~~ **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA A PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	8,000 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	3,550,000

(B) Entitlements and Conversion Matrix.

1) The Area A Project Entitlements are shown in **TABLE 1.**

2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) ~~The~~ VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area A to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. ~~Accordingly, in the future, there may be additions of development phases or the additional property could be added to this Development Agreement by the statutory process and developed as a single phase. If this occurs additional traffic analysis will be required to determine if any additional traffic impacts are created.~~ If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use

Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by FDOT for The Villages. These analysis showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and

the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) ~~Potable Water and Sanitary Sewer Service~~

~~1) Provision of public facilities will be addressed in a separate franchise agreement with the City.~~

~~(C)~~ Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities~~y~~, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50

MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

   a. Annual Flow to VLC (AADF) During Wet Weather Period:

   The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

   b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

   The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

   c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2.In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

   The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

(a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

(b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns ("VCCDD") through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC") three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars ($9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District ("CDD") Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K~~L~~) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply

to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be 30 years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in 30 years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. –AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. ——NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be ~~t~~The Villages Land Company, LLC. Only the Master Developer or ~~his~~ its assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to

cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749
With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida -32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2024~~3~~ and _____, 2024~~3~~.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES: **THE VILLAGES LAND COMPANY, LLC**

By: TVL Company, LLC, its Manager

_____
(Witness Signature)

By: _____
Martin L. Dzuro, Manager

_____
(Witness Printed Name)

Date: _____

_____
(Witness Signature)

_____
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024~~2~~ by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
~~H. D. Robuck, III,~~ MAYOR

ATTEST: _____
Date

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1 Legal Description

Exhibit 2 Land Use Conversion Matrix

Exhibit 3 Permitted Uses

Exhibit 4 General Requirements and Design Criteria

Exhibit 5 Reserved

Exhibit 6 Kimley-Horn & Associates Traffic Analysis

Exhibit 7 Facility Location Map

Exhibit 8 Reclaimed Water Operational Control Strategy

Exhibit 9 Franchise Agreement Form Detail

Exhibit 10 Building Permitting and Inspection Service Delivery Agreement

Exhibit 11 Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

a. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:** RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. **PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:**

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES
c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE, ~~AND~~ MULTI-USE TRAILS AND OTHER SIMILAR USES
d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:**

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.
~~b.~~c. COMMUNITY SUPPORT DISTRICT

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

THE VILLAGES OF WEST LAKE AREA A
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2024, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described including its affiliates), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), the Tri-County Villages DRI, the Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of Southern Oaks and The Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates, have acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area A Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area A is identified in **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area A with a legal description and location map sketch attached as **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area A and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 Agreements are no longer in effect; and

WHEREAS, VLC, or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of 30 years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA A PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	8,000 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	3,550,000

(B) Entitlements and Conversion Matrix.

1) The Area A Project Entitlements are shown in **TABLE 1.**

2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to,

use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area A to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by FDOT for The Villages. These analysis showed a high community capture rate, given the mixed use nature of

the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without

diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

   a. Annual Flow to VLC (AADF) During Wet Weather Period:

   The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

   b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

   The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

   c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2. In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the

Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

    (a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:

        i. Average Annual Daily Flow Basis (AADF)

        Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

        ii. Maximum Monthly Average Daily Flow Basis (MMADF)

        Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

        Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

(b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

   The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns ("VCCDD") through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the

Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC") three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars ($9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached EXHIBIT 9, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District ("CDD") Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be 30 years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in 30 years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be The Villages Land Company, LLC. Only the Master Developer or its assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749
With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on _____, 2024 and _____, 2024.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

By: TVL Company, LLC, its Manager

_____
(Witness Signature)

_____
(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

Date: _____

_____
(Witness Signature)

_____
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
MAYOR

ATTEST:

_____
Date

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

Holtzman Vogel

HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

March 12, 2024

Dan Miller, Director
Planning and Zoning Department
City of Leesburg
204 North 5th Street
Leesburg, Florida 34748

Re: Submission of Amendments to The Villages of West Lake Chapter 163 Agreements for Areas A and B

Dear Dan:

I am writing this letter on behalf of our client, The Villages Land Company, LLC (VLC), in order to submit amendments to the approved Chapter 163 development agreements for The Villages of West Lake Areas A and B between our client and the City of Leesburg. The proposed amendments are mostly to reflect the Secret Promise comprehensive plan amendment and to incorporate the provisions of the existing Public Facilities Chapter 163 Agreement between the City and the Villages into the West Lake Agreements. The amendments also address the latest statutory requirements for 163 Agreements and the current requirements of the Project. Below is a detailed summary of the amendments we are proposing:

1. Incorporate the Secret Promise property along with other adjacent properties (Area A only).
2. Update agreement to reflect year and remove information no longer needed etc.
3. Clarify that the definition of VLC includes the affiliates of VLC.
4. Add references to community support districts, which are not new and allow non-age restricted residential.
5. Incorporate and update the provisions that were contained in the Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and the amendments will be terminated when this 163 Agreement amendment is executed. The majority of the changes are included in pages 8 through 17 of the proposed Agreement.
6. Update the agreement to reflect the current requirements in Florida Statutes for 163 Agreements.

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

Florida Statutes requires two public hearings in order to enter into a 163 Agreement. We are requesting that this proposed Agreement be heard by the City of Leesburg at the following hearing dates:

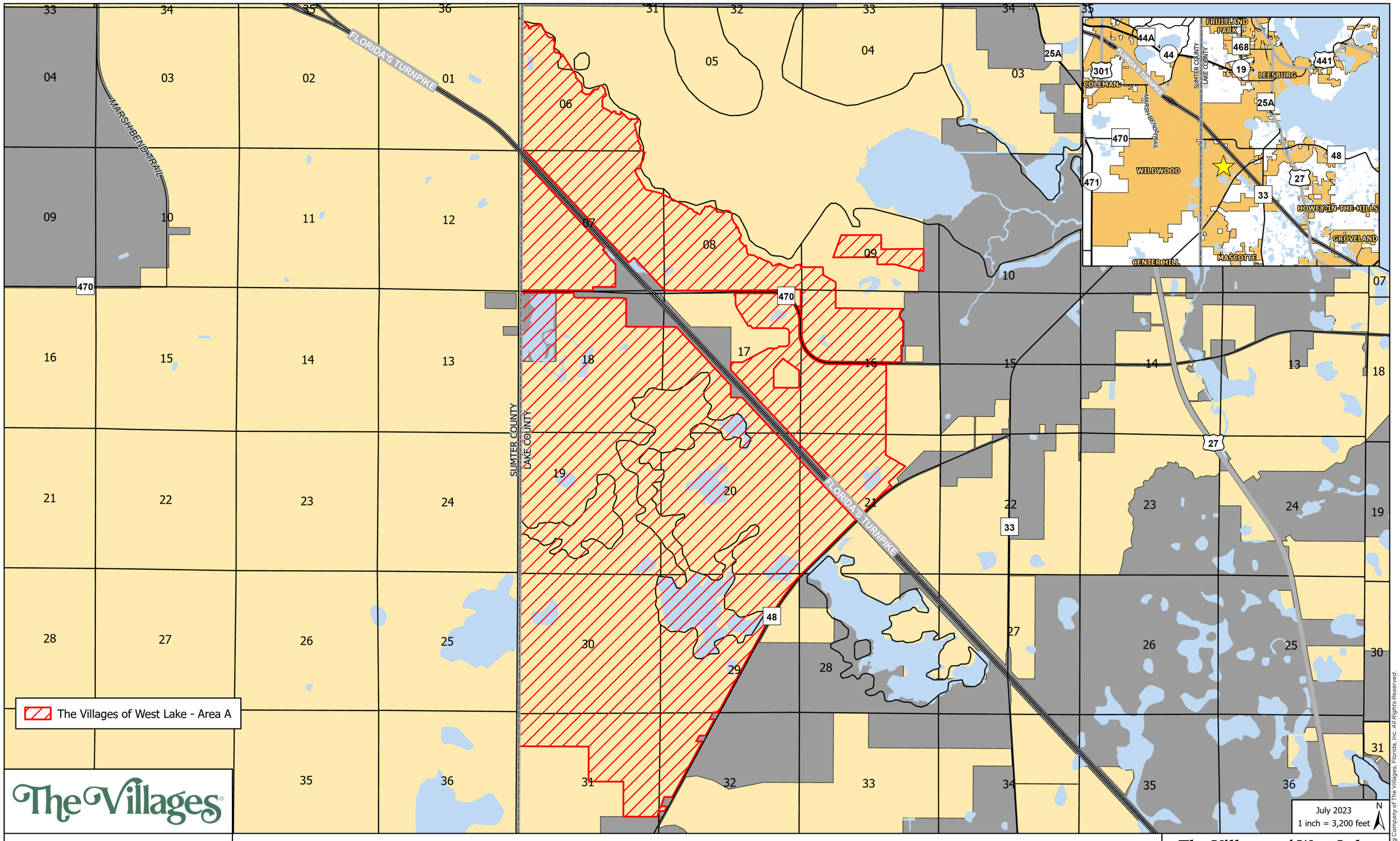
- City Commission (1st Public Hearing) – April 22, 2024
- City Commission (Adoption Hearing) – May 13, 2024

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

Sincerely,

Darrin Taylor

cc: Martin L. Dzuro, The Villages Land Company, LLC



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Document Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\01 VOWL\006 VOWL 61H AMENDMENT\04 CHAPTER 163\03 APRX\CH 163.aprx

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL A):

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81

FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70

FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET;

THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN

SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF

SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

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AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL B):

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

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AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL C):

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3" X 3" LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02" WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55" WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05" WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55" EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49" WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05" EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO

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THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL D):

A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15' WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19"WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45'; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

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LEGAL DESCRIPTION (PARCEL E)

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL F (INGRESS/EGRESS/UTILITIES EASEMENT)):

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN

SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL G):

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (PARCEL H):

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN

SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL I):

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST,

BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING

SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION (PARCEL J):

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.
AND
ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

SAID PARCEL J IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID

ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION (PARCEL K):

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING

THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50 FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN

ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "A" 5,594.0 ACRES+/-

LEGAL DESCRIPTION (PARCEL L):

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS

NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT

ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET

TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF

1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

SKETCH FOR DESCRIPTION

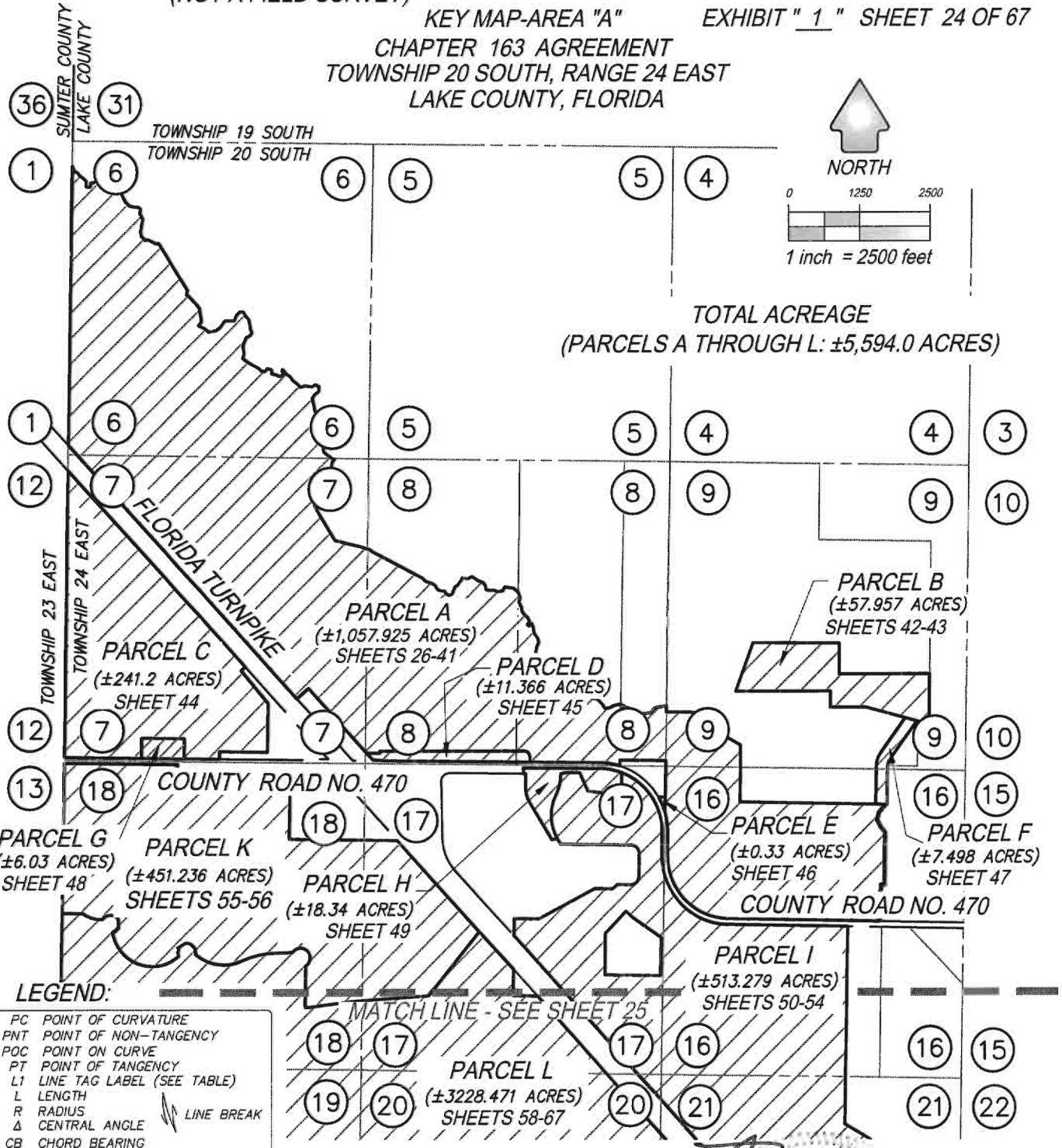
(NOT A FIELD SURVEY)

KEY MAP-AREA "A" EXHIBIT " 1 " SHEET 24 OF 67

CHAPTER 163 AGREEMENT

TOWNSHIP 20 SOUTH, RANGE 24 EAST

LAKE COUNTY, FLORIDA



LEGEND:

PC	POINT OF CURVATURE
PNT	POINT OF NON-TANGENCY
POC	POINT ON CURVE
PT	POINT OF TANGENCY
L1	LINE TAG LABEL (SEE TABLE)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
O	CHANGE IN DIRECTION
(6)	SECTION NUMBER LABEL

LINE BREAK

10-23-2023
DATE

JEREMY D. HALLICK PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

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

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. UNLESS OTHERWISE STATED, AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 24 EAST HAS A BEARING OF NORTH 00°39'41" EAST.

CFB CLYMER FARNER BARLEY SURVEYING
4460 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8468

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL VOL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 11:31 AM BY: RBALTHASER ---- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

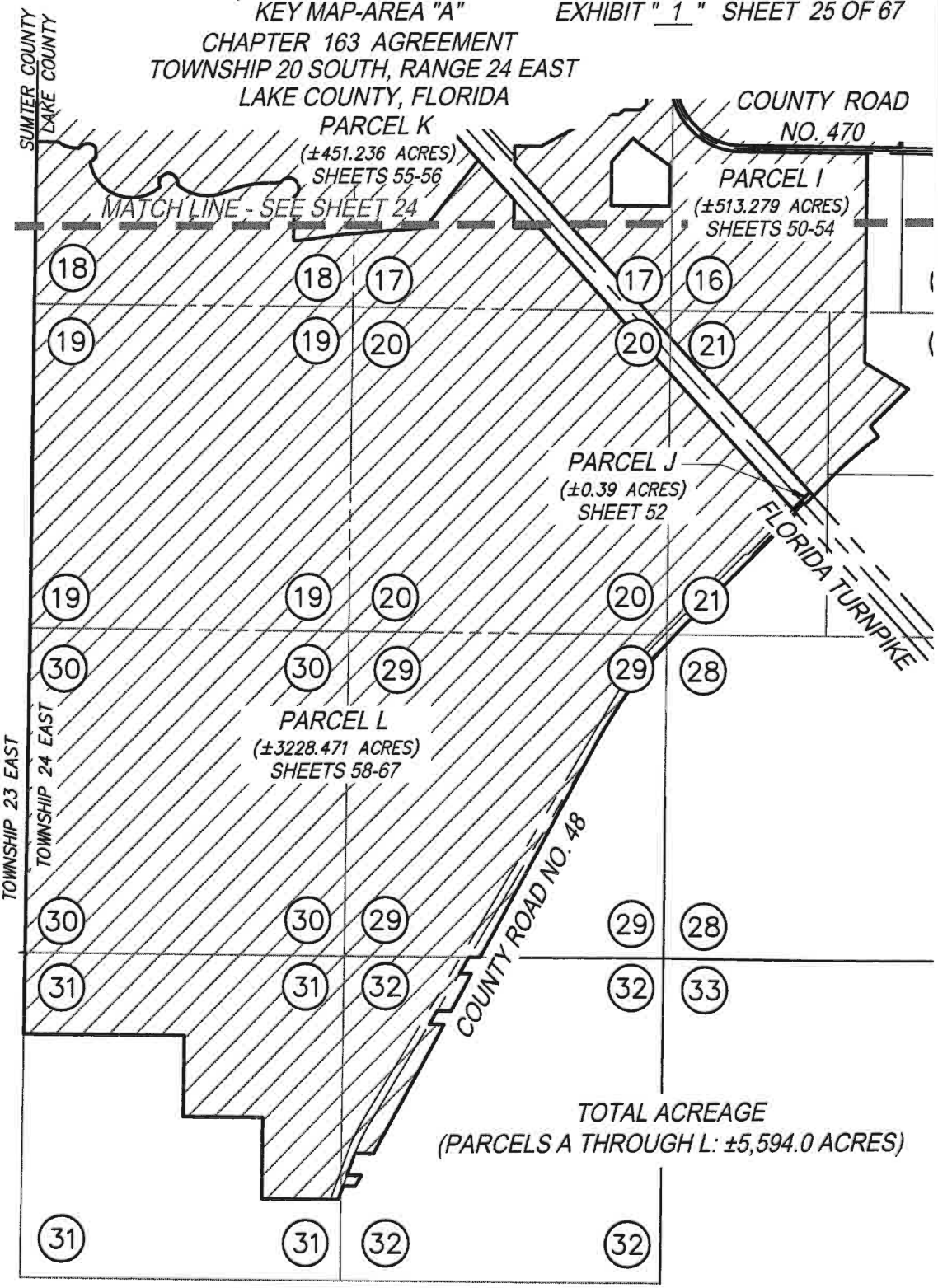
(NOT A FIELD SURVEY)

KEY MAP-AREA "A" EXHIBIT " 1 " SHEET 25 OF 67

CHAPTER 163 AGREEMENT

TOWNSHIP 20 SOUTH, RANGE 24 EAST

LAKE COUNTY, FLORIDA



TOTAL ACREAGE

(PARCELS A THROUGH L: ±5,594.0 ACRES)

NORTH

0 1250 2500

1 inch = 2500 feet

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

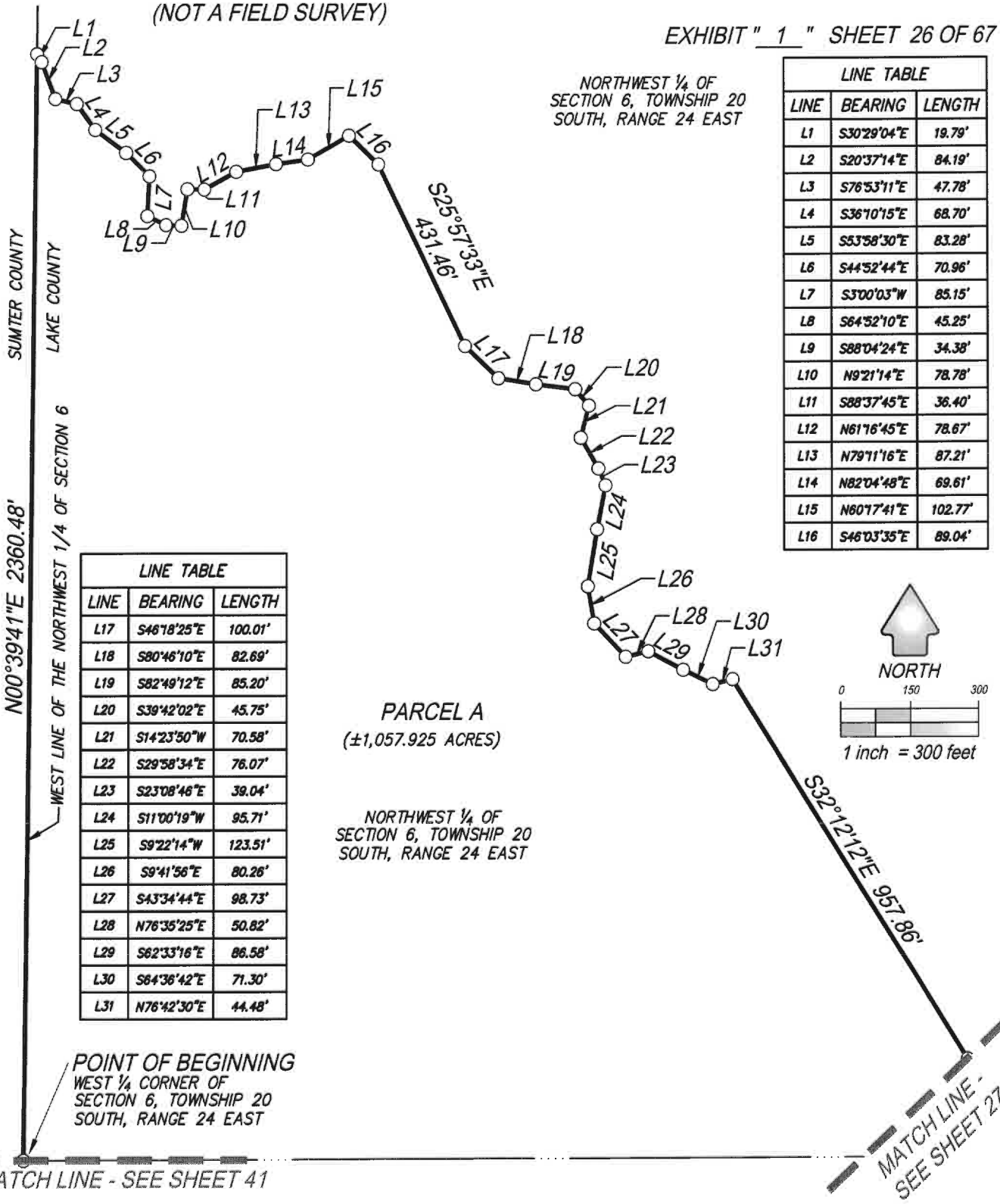
CFB CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 26 OF 67



LINE TABLE		
LINE	BEARING	LENGTH
L1	S30°29'04"E	19.79'
L2	S20°37'14"E	84.19'
L3	S76°53'11"E	47.78'
L4	S36°10'15"E	68.70'
L5	S53°58'30"E	83.28'
L6	S44°52'44"E	70.96'
L7	S3°00'03"W	85.15'
L8	S64°52'10"E	45.25'
L9	S88°04'24"E	34.38'
L10	N9°21'14"E	78.78'
L11	S88°37'45"E	36.40'
L12	N61°16'45"E	78.67'
L13	N79°11'16"E	87.21'
L14	N82°04'48"E	69.61'
L15	N60°17'41"E	102.77'
L16	S46°03'35"E	89.04'

LINE TABLE		
LINE	BEARING	LENGTH
L17	S46°18'25"E	100.01'
L18	S80°46'10"E	82.69'
L19	S82°49'12"E	85.20'
L20	S39°42'02"E	45.75'
L21	S14°23'50"W	70.58'
L22	S29°58'34"E	76.07'
L23	S23°08'46"E	39.04'
L24	S11°00'19"W	95.71'
L25	S9°22'14"W	123.51'
L26	S9°41'56"E	80.26'
L27	S43°34'44"E	98.73'
L28	N76°35'25"E	50.82'
L29	S62°33'16"E	86.58'
L30	S84°36'42"E	71.30'
L31	N76°42'30"E	44.48'

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

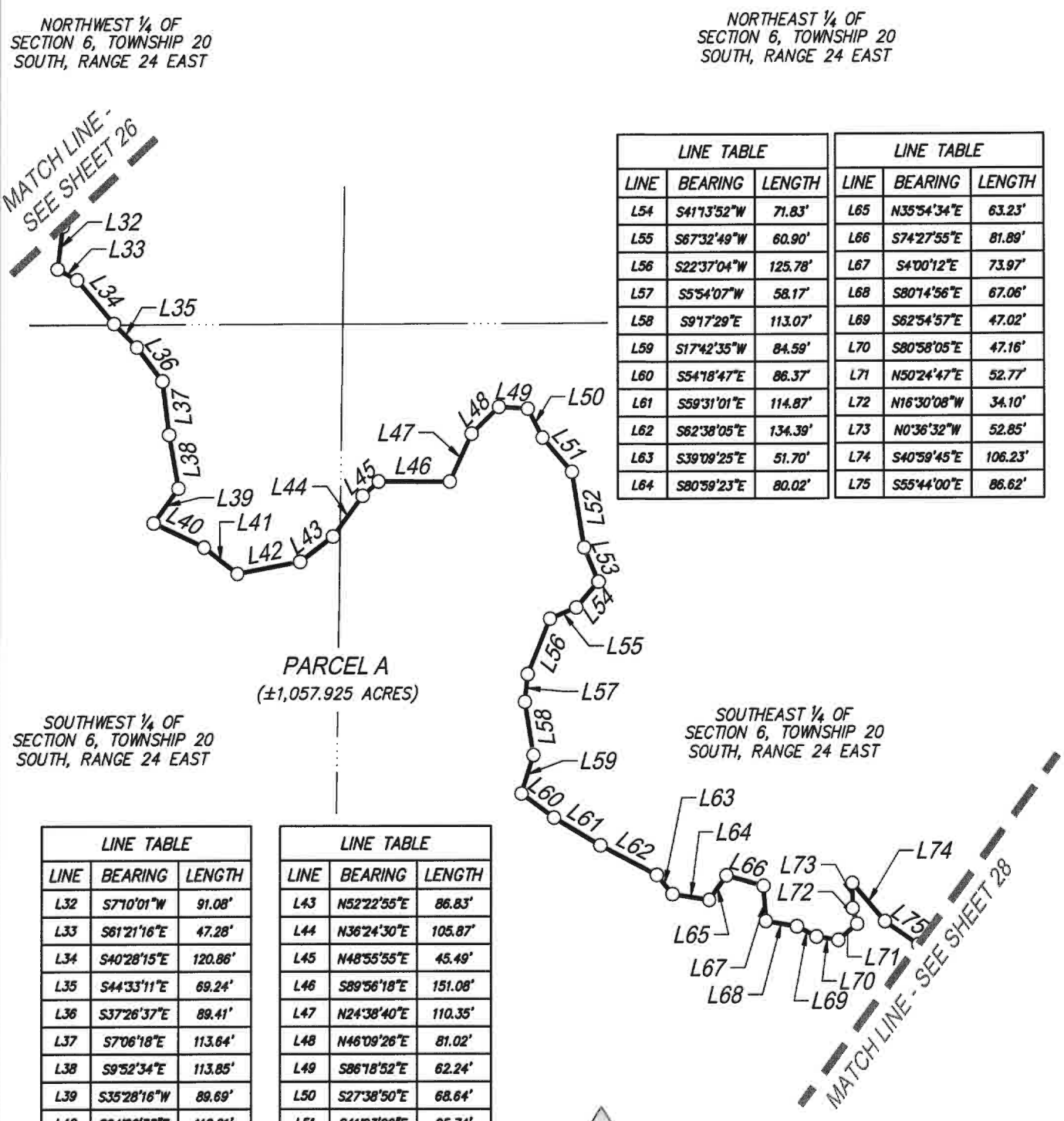
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 27 OF 67



LINE TABLE		
LINE	BEARING	LENGTH
L54	S41°13'52"W	71.83'
L55	S67°32'49"W	60.90'
L56	S22°37'04"W	125.78'
L57	S5°54'07"W	58.17'
L58	S9°17'29"E	113.07'
L59	S17°42'35"W	84.59'
L60	S54°18'47"E	86.37'
L61	S59°31'01"E	114.87'
L62	S62°38'05"E	134.39'
L63	S39°09'25"E	51.70'
L64	S80°59'23"E	80.02'

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

LINE TABLE		
LINE	BEARING	LENGTH
L32	S7°10'01"W	91.08'
L33	S61°21'16"E	47.28'
L34	S40°28'15"E	120.86'
L35	S44°33'11"E	69.24'
L36	S37°26'37"E	89.41'
L37	S7°06'18"E	113.64'
L38	S9°52'34"E	113.85'
L39	S35°28'16"W	89.69'
L40	S64°22'33"E	118.81'
L41	S52°22'56"E	90.58'
L42	N79°20'02"E	136.10'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N52°22'55"E	86.83'
L44	N36°24'30"E	105.87'
L45	N48°55'55"E	45.49'
L46	S89°56'18"E	151.08'
L47	N24°38'40"E	110.35'
L48	N46°09'26"E	81.02'
L49	S86°18'52"E	62.24'
L50	S27°38'50"E	68.64'
L51	S41°23'00"E	95.74'
L52	S9°19'22"E	161.00'
L53	S22°58'56"E	78.10'

NORTH

0 150 300

1 inch = 300 feet

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

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4450 N.E. 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8488

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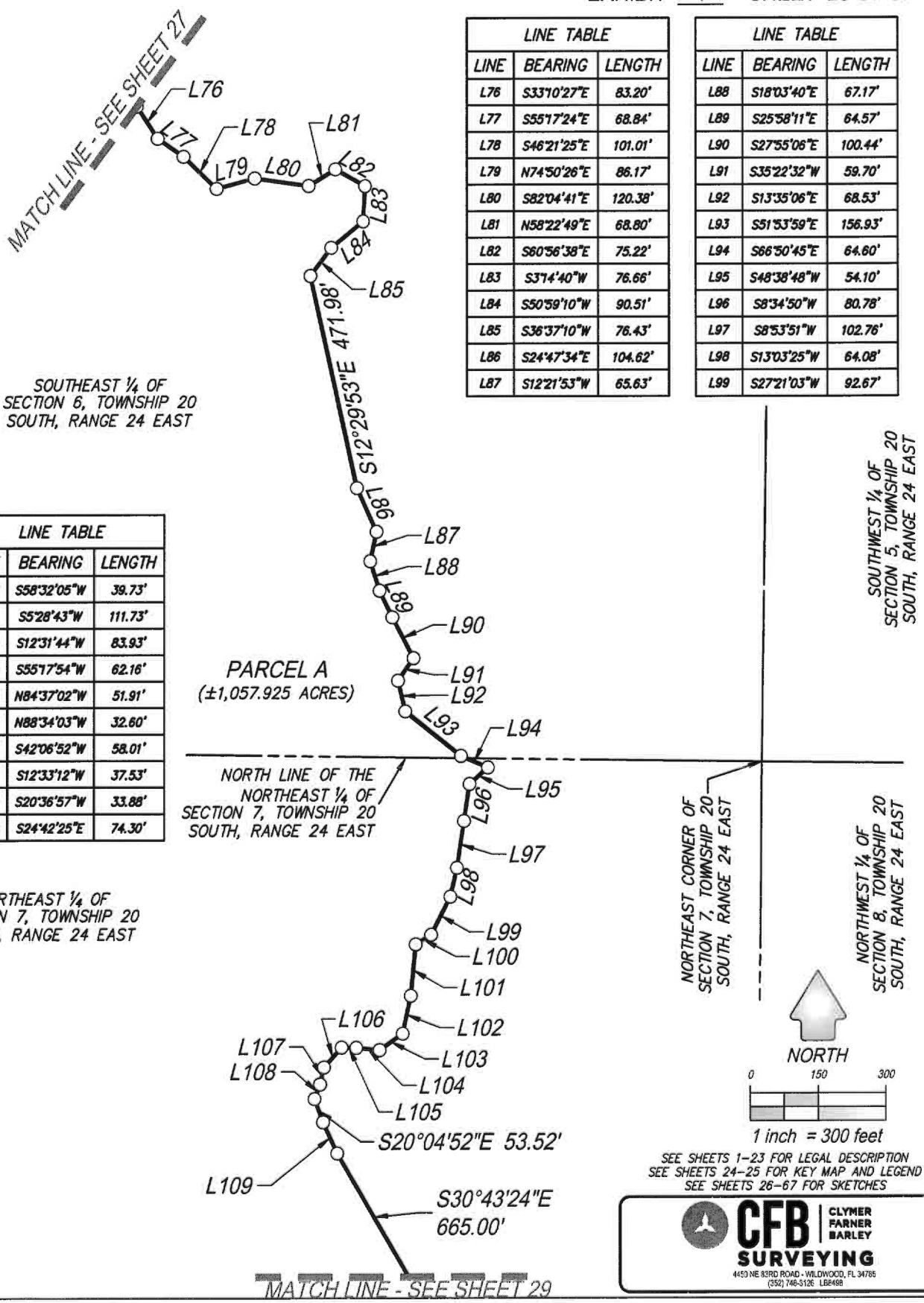
(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 28 OF 67

LINE TABLE		
LINE	BEARING	LENGTH
L76	S33°10'27"E	83.20'
L77	S55°17'24"E	68.84'
L78	S46°21'25"E	101.01'
L79	N74°50'26"E	86.17'
L80	S82°04'41"E	120.38'
L81	N58°22'49"E	68.80'
L82	S60°56'38"E	75.22'
L83	S3°14'40"W	76.66'
L84	S50°59'10"W	90.51'
L85	S36°37'10"W	76.43'
L86	S24°47'34"E	104.62'
L87	S12°21'53"W	65.63'

LINE TABLE		
LINE	BEARING	LENGTH
L88	S18°03'40"E	67.17'
L89	S25°58'11"E	64.57'
L90	S27°55'06"E	100.44'
L91	S35°22'32"W	59.70'
L92	S13°35'06"E	68.53'
L93	S51°53'59"E	156.93'
L94	S66°50'45"E	64.60'
L95	S48°38'48"W	54.10'
L96	S8°34'50"W	80.78'
L97	S8°53'51"W	102.76'
L98	S13°03'25"W	64.08'
L99	S27°21'03"W	92.67'

LINE TABLE		
LINE	BEARING	LENGTH
L100	S58°32'05"W	39.73'
L101	S5°28'43"W	111.73'
L102	S12°31'44"W	83.93'
L103	S55°17'54"W	62.16'
L104	N84°37'02"W	51.91'
L105	N88°34'03"W	32.60'
L106	S42°06'52"W	58.01'
L107	S12°33'12"W	37.53'
L108	S20°36'57"W	33.88'
L109	S24°42'25"E	74.30'



SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
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SEE SHEETS 26-67 FOR SKETCHES

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(352) 748-3126 LB6498

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "__1__" SHEET 29 OF 67

LINE TABLE		
LINE	BEARING	LENGTH
L110	S71°58'41"E	165.94'
L111	S54°48'46"E	79.68'
L112	S62°41'15"E	108.65'
L113	S60°27'48"E	87.14'
L114	S64°03'50"E	106.68'
L115	S43°54'25"E	79.20'
L116	S72°01'07"E	124.60'

LINE TABLE		
LINE	BEARING	LENGTH
L117	S60°09'14"E	62.29'
L118	S31°27'02"E	86.64'
L119	S63°57'31"E	63.36'
L120	N89°40'02"E	61.47'
L121	S25°03'35"E	41.98'
L122	S58°26'41"E	77.10'

MATCH LINE - SEE SHEET 28

S30°43'24"E
665.00'

S76°34'14"E 477.21'

L110

L111

L112

S62°55'30"E 667.14'

L113

L114

L115

L116

L117

L118

L119

L120

L121

L122

MATCH LINE - SEE SHEET 30

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

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

PARCEL A
(±1,057.925 ACRES)

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

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

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

NORTH

0 150 300

1 inch = 300 feet

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

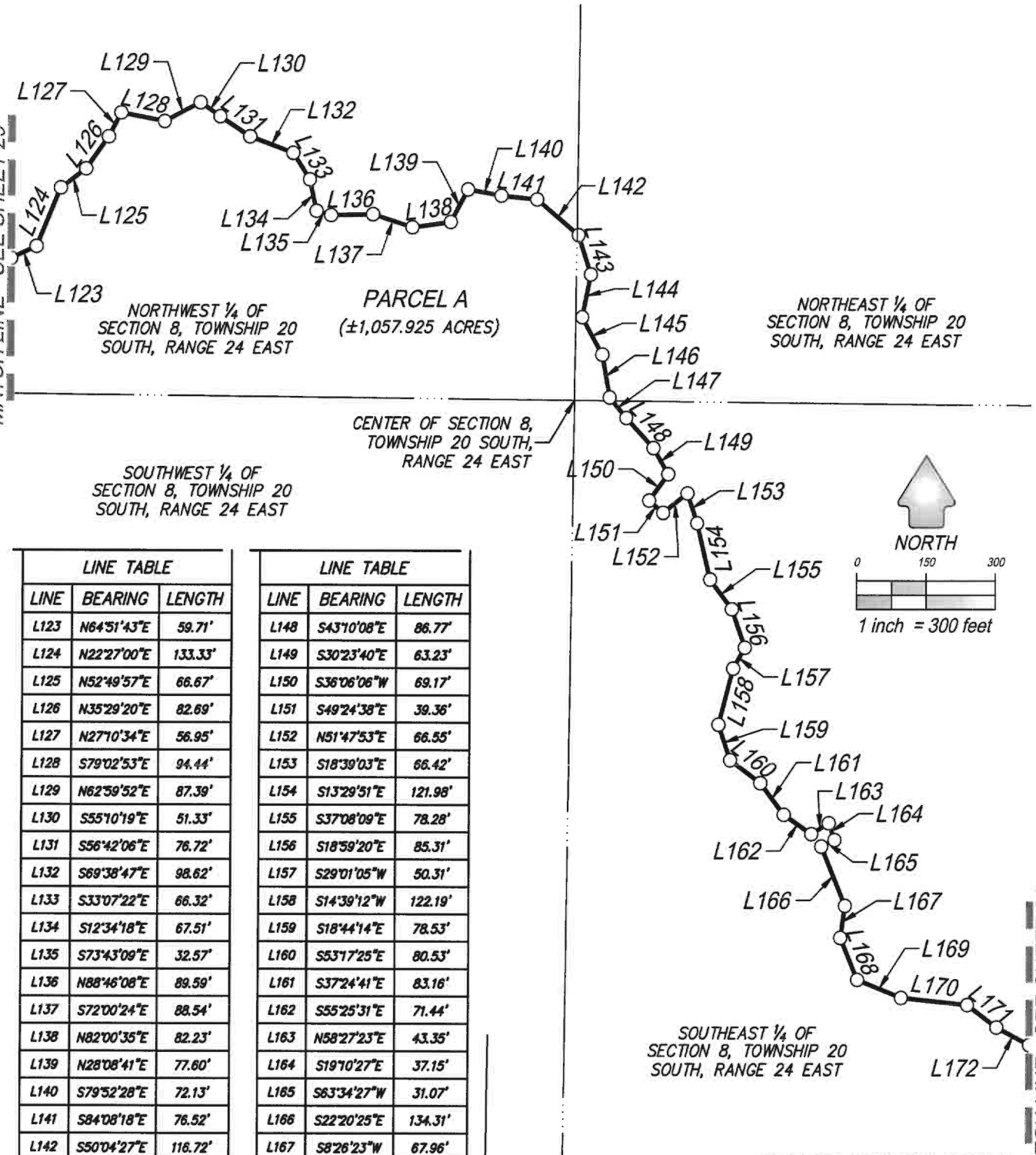
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4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8496

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 30 OF 67



LINE TABLE		
LINE	BEARING	LENGTH
L123	N64°51'43"E	59.71'
L124	N22°27'00"E	133.33'
L125	N52°49'57"E	66.67'
L126	N35°29'20"E	82.69'
L127	N27°10'34"E	56.95'
L128	S79°02'53"E	94.44'
L129	N62°59'52"E	87.39'
L130	S55°10'19"E	51.33'
L131	S56°42'06"E	76.72'
L132	S69°38'47"E	98.62'
L133	S33°07'22"E	66.32'
L134	S12°34'18"E	67.51'
L135	S73°43'09"E	32.57'
L136	N88°46'08"E	89.59'
L137	S72°00'24"E	88.54'
L138	N82°00'35"E	82.23'
L139	N28°08'41"E	77.60'
L140	S79°52'28"E	72.13'
L141	S84°08'18"E	76.52'
L142	S50°04'27"E	116.72'
L143	S18°05'38"E	86.72'
L144	S11°26'26"W	91.89'
L145	S29°04'26"E	89.79'
L146	S9°58'55"E	91.28'
L147	S40°14'22"E	56.45'

LINE TABLE		
LINE	BEARING	LENGTH
L148	S43°10'08"E	86.77'
L149	S30°23'40"E	63.23'
L150	S36°06'06"W	69.17'
L151	S49°24'38"E	39.36'
L152	N51°47'53"E	66.55'
L153	S18°39'03"E	66.42'
L154	S13°29'51"E	121.98'
L155	S37°08'09"E	78.28'
L156	S18°59'20"E	85.31'
L157	S29°01'05"W	50.31'
L158	S14°39'12"W	122.19'
L159	S18°44'14"E	78.53'
L160	S53°17'25"E	80.53'
L161	S37°24'41"E	83.16'
L162	S55°25'31"E	71.44'
L163	N58°27'23"E	43.35'
L164	S19°10'27"E	37.15'
L165	S63°34'27"W	31.07'
L166	S22°20'25"E	134.31'
L167	S8°26'23"W	67.96'
L168	S22°50'36"E	95.16'
L169	S68°08'39"E	101.39'
L170	S84°06'33"E	143.78'
L171	S53°36'32"E	79.23'
L172	S62°30'27"E	79.89'

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
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SEE SHEETS 26-67 FOR SKETCHES

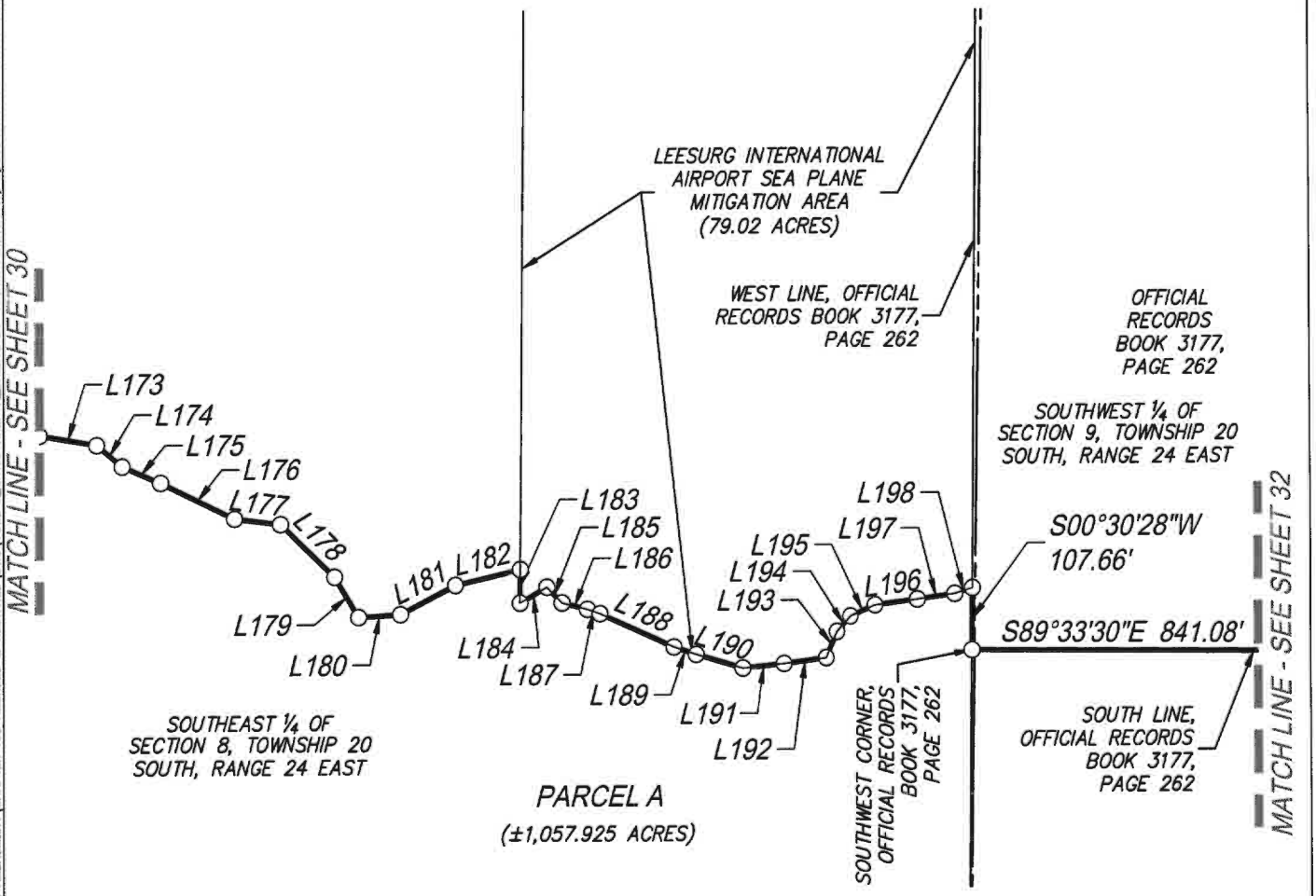
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4450 NE 83RD ROAD - WILDWOOD FL 34785
(352) 748-3126 LB8498

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 31 OF 67



LINE TABLE		
LINE	BEARING	LENGTH
L173	S80°26'17"E	103.16'
L174	S50°11'10"E	58.15'
L175	S66°52'59"E	72.77'
L176	S63°53'24"E	143.33'
L177	S83°14'16"E	82.39'
L178	S46°01'21"E	132.57'
L179	S30°59'41"E	81.79'
L180	N86°11'27"E	73.17'
L181	N62°36'40"E	109.25'
L182	N76°42'21"E	117.81'

LINE TABLE		
LINE	BEARING	LENGTH
L183	S0°30'28"W	58.37'
L184	N59°53'32"E	54.81'
L185	S43°52'35"E	38.23'
L186	S75°34'26"E	45.20'
L187	S70°37'50"E	23.34'
L188	S65°59'05"E	142.77'
L189	S71°48'27"E	41.59'
L190	S73°29'01"E	85.77'
L191	N83°59'28"E	72.88'
L192	N82°39'04"E	75.52'

LINE TABLE		
LINE	BEARING	LENGTH
L193	N22°53'15"E	49.24'
L194	N42°47'28"E	36.32'
L195	N66°51'09"E	48.16'
L196	N82°25'46"E	75.22'
L197	N82°09'15"E	66.23'
L198	N72°05'31"E	32.56'

NORTH

0 150 300

1 inch = 300 feet

SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
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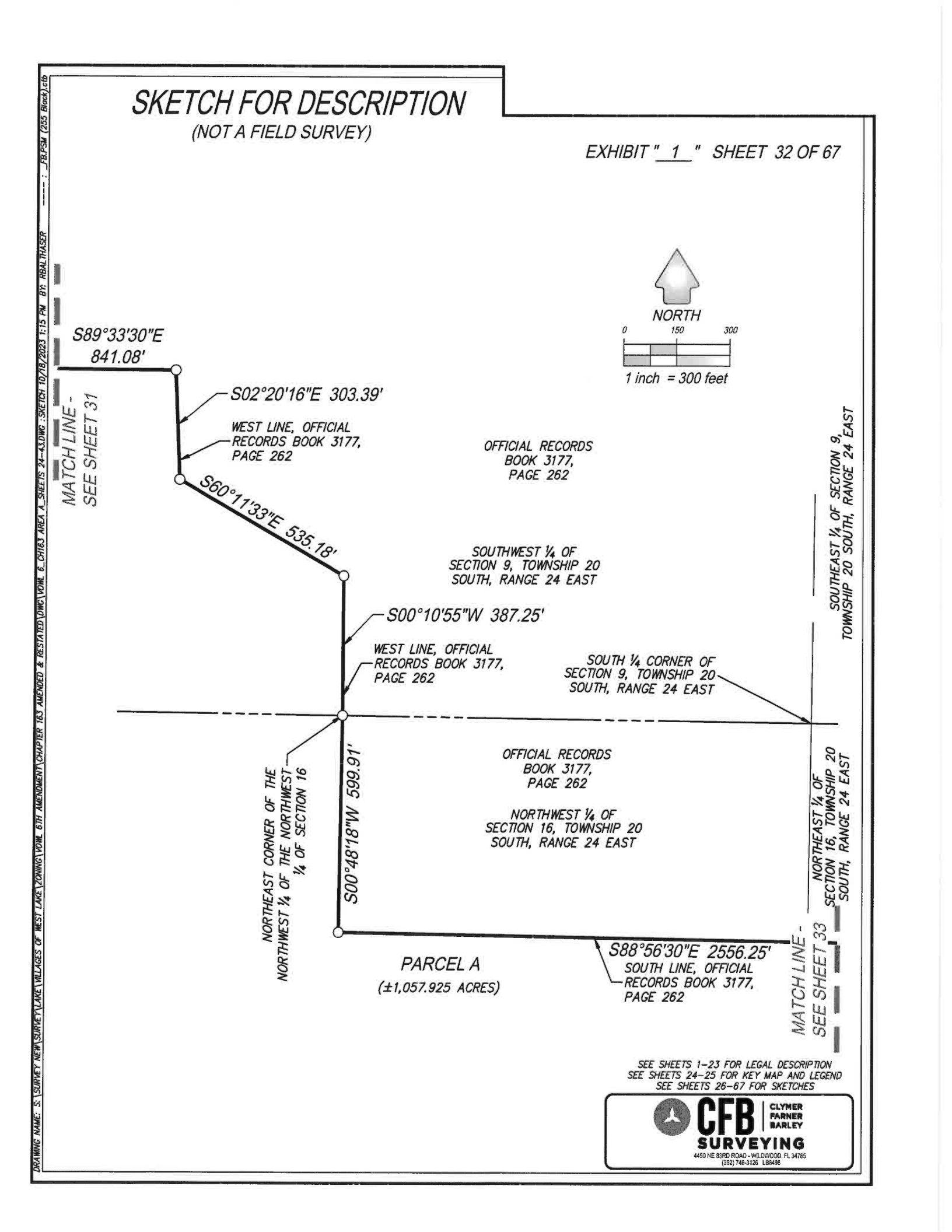
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "1" SHEET 32 OF 67



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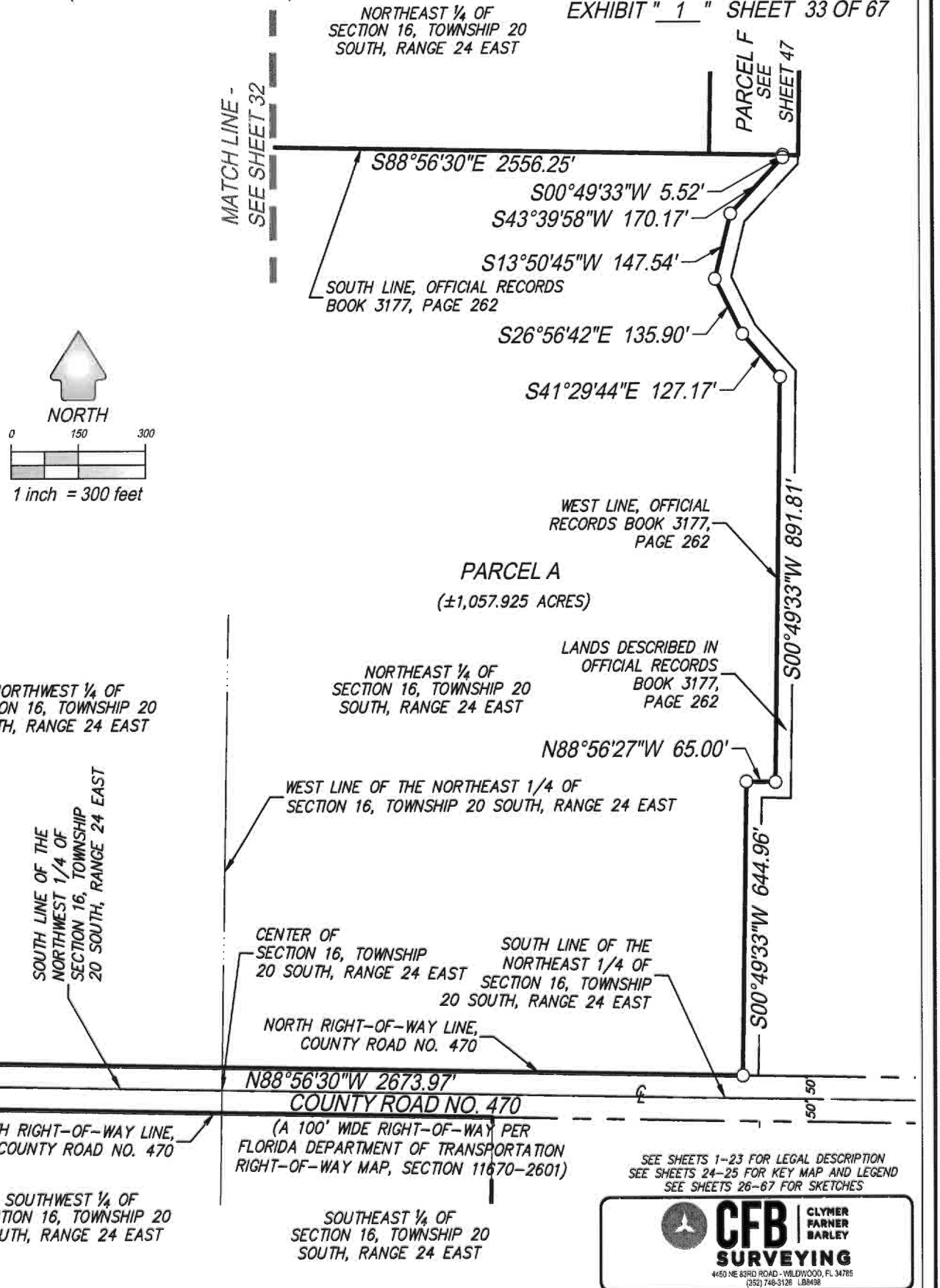
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 33 OF 67



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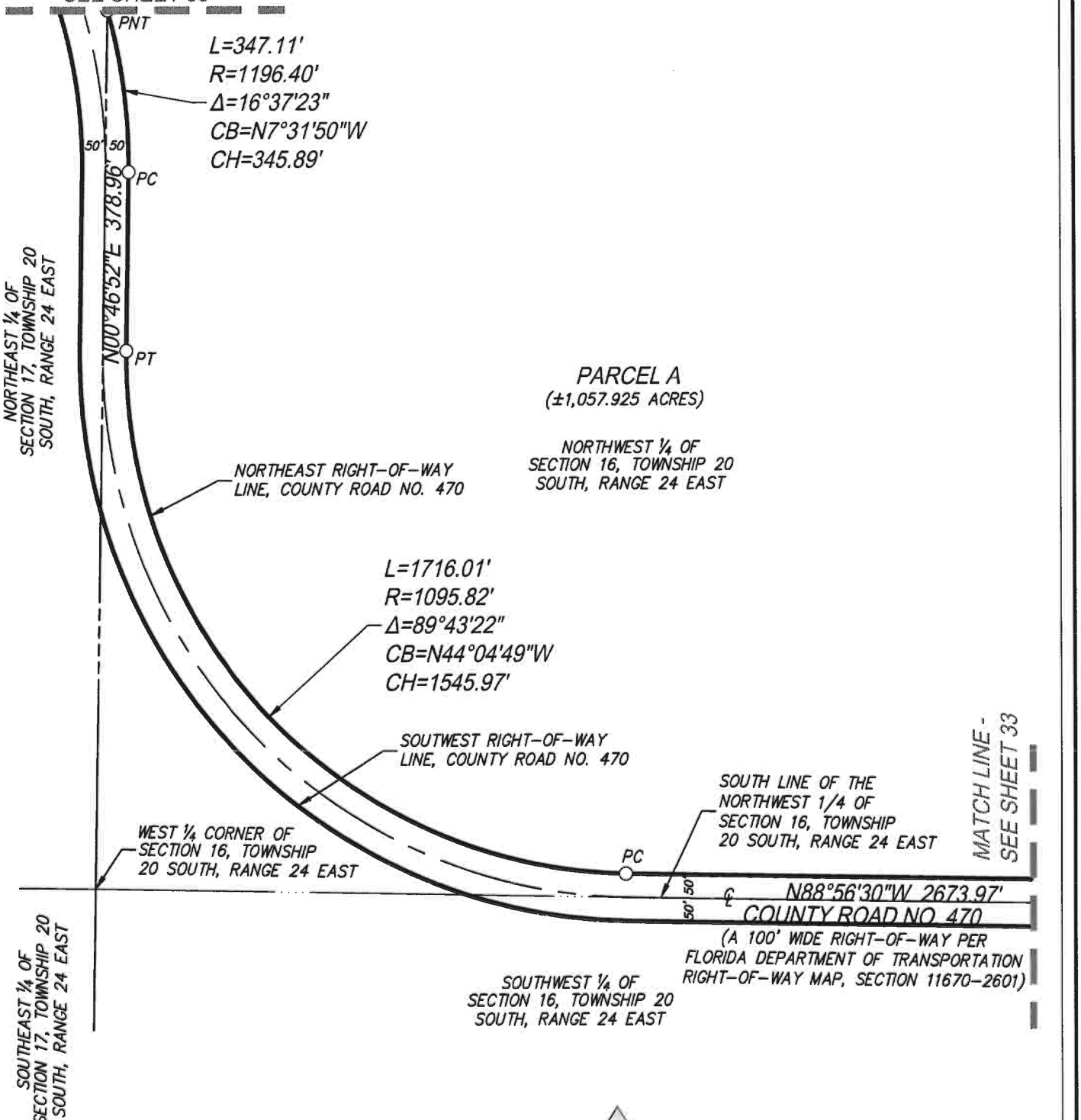
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 34 OF 67



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

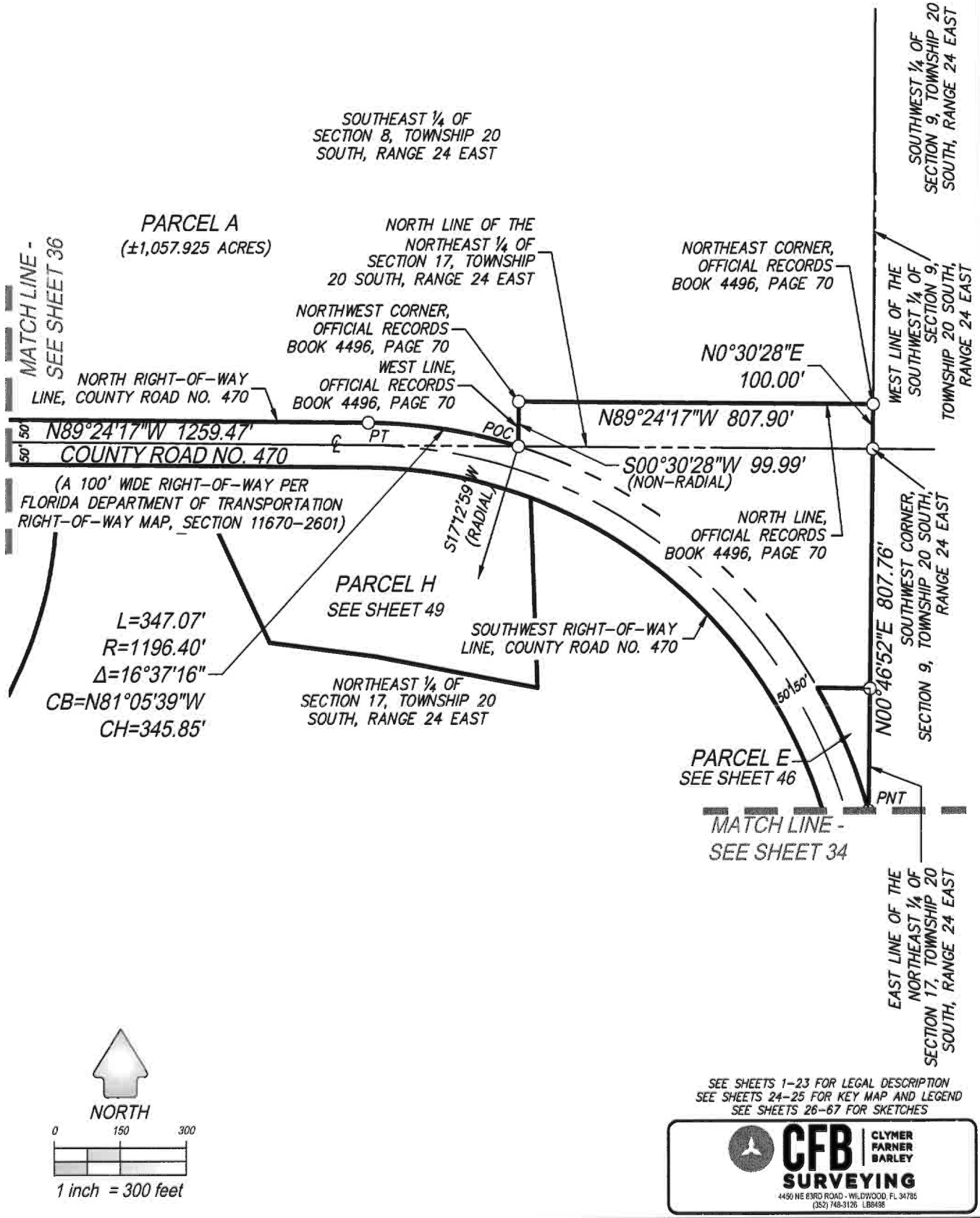
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL VIII, 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOLVIII_6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:16 PM BY: RBALTHASER ---- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 35 OF 67



NORTH

0 150 300

1 inch = 300 feet

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

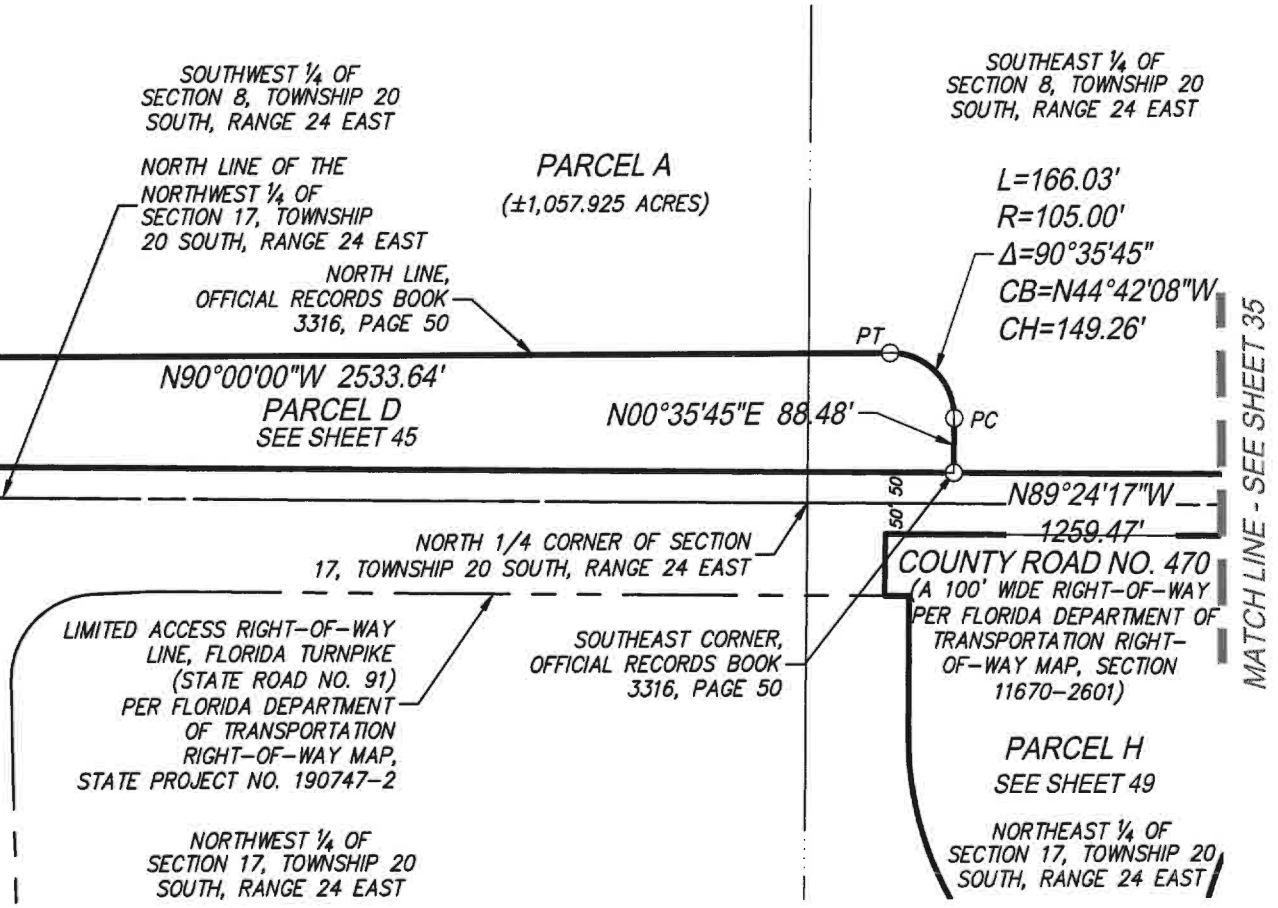
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOWL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:17 PM BY: RBALTHASER ---- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 36 OF 67



NORTH

0 150 300

1 inch = 300 feet

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

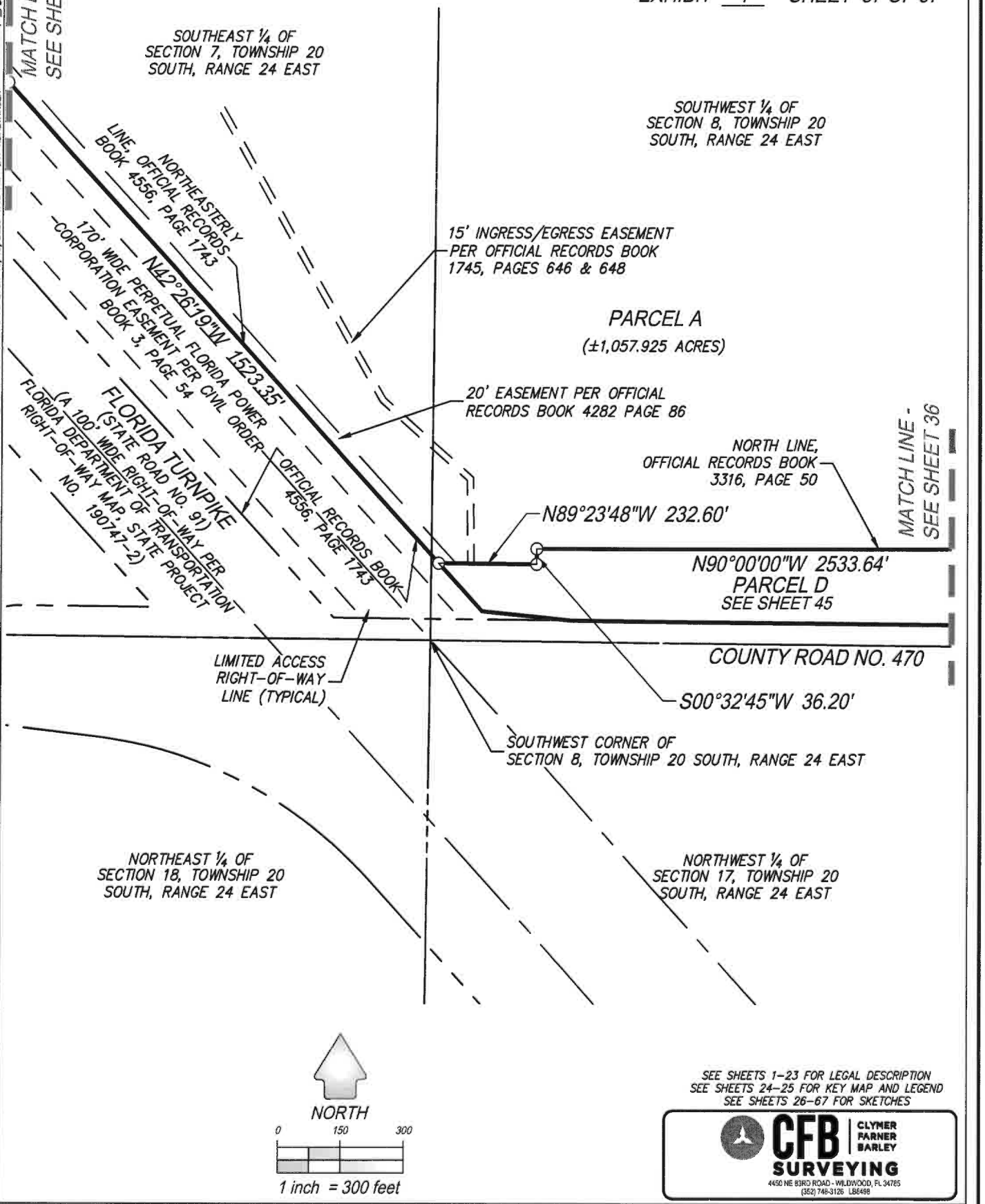
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:18 PM BY: RBALTHASER ---- : _FB:PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 37 OF 67



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

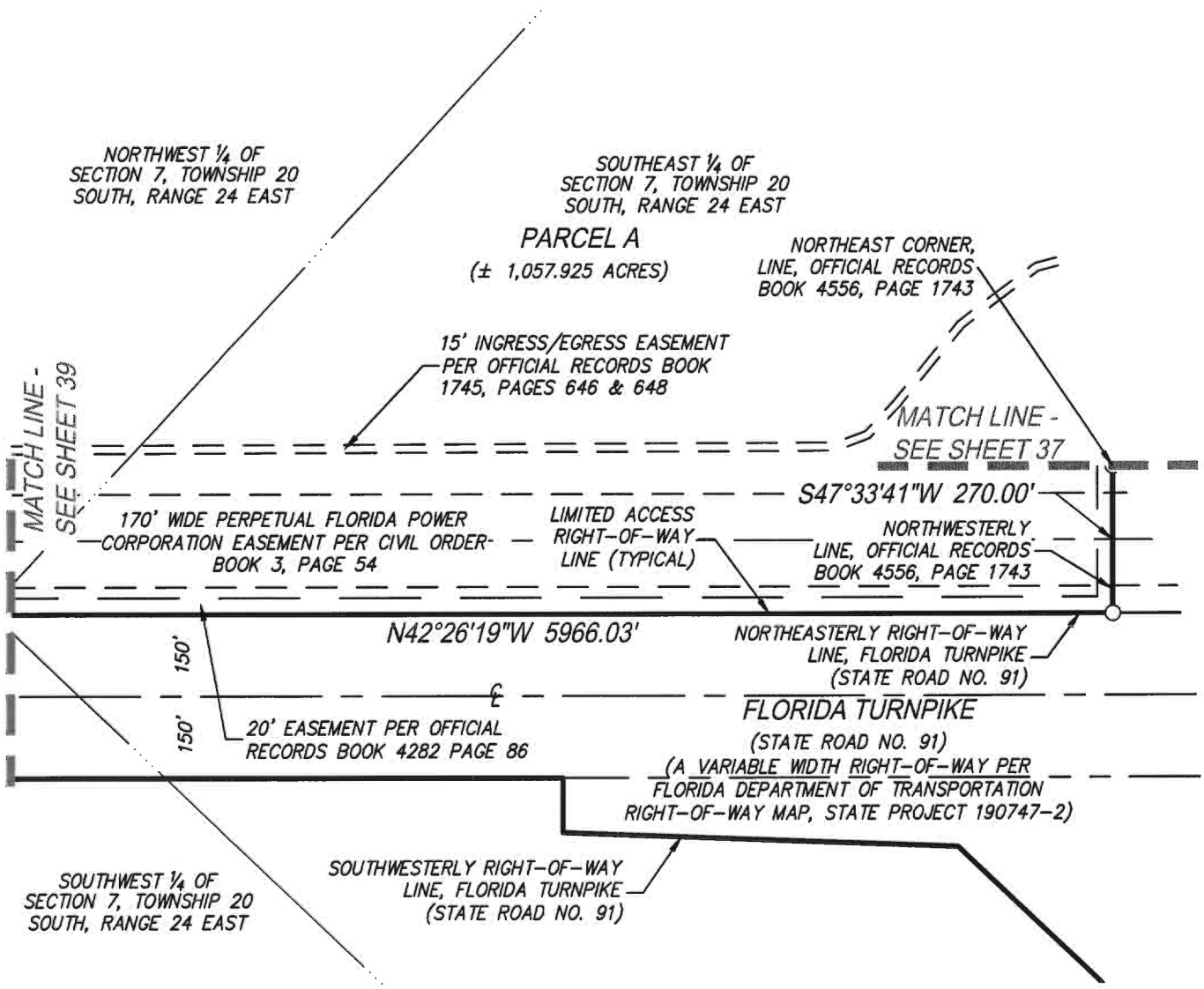
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOWL 6_CH163 AREA A_SHEETS 24-43.DWG - SKETCH 10/18/2023 1:19 PM BY: RBALTHASER ----- : _FB.PSM (255 Black).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 38 OF 67



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

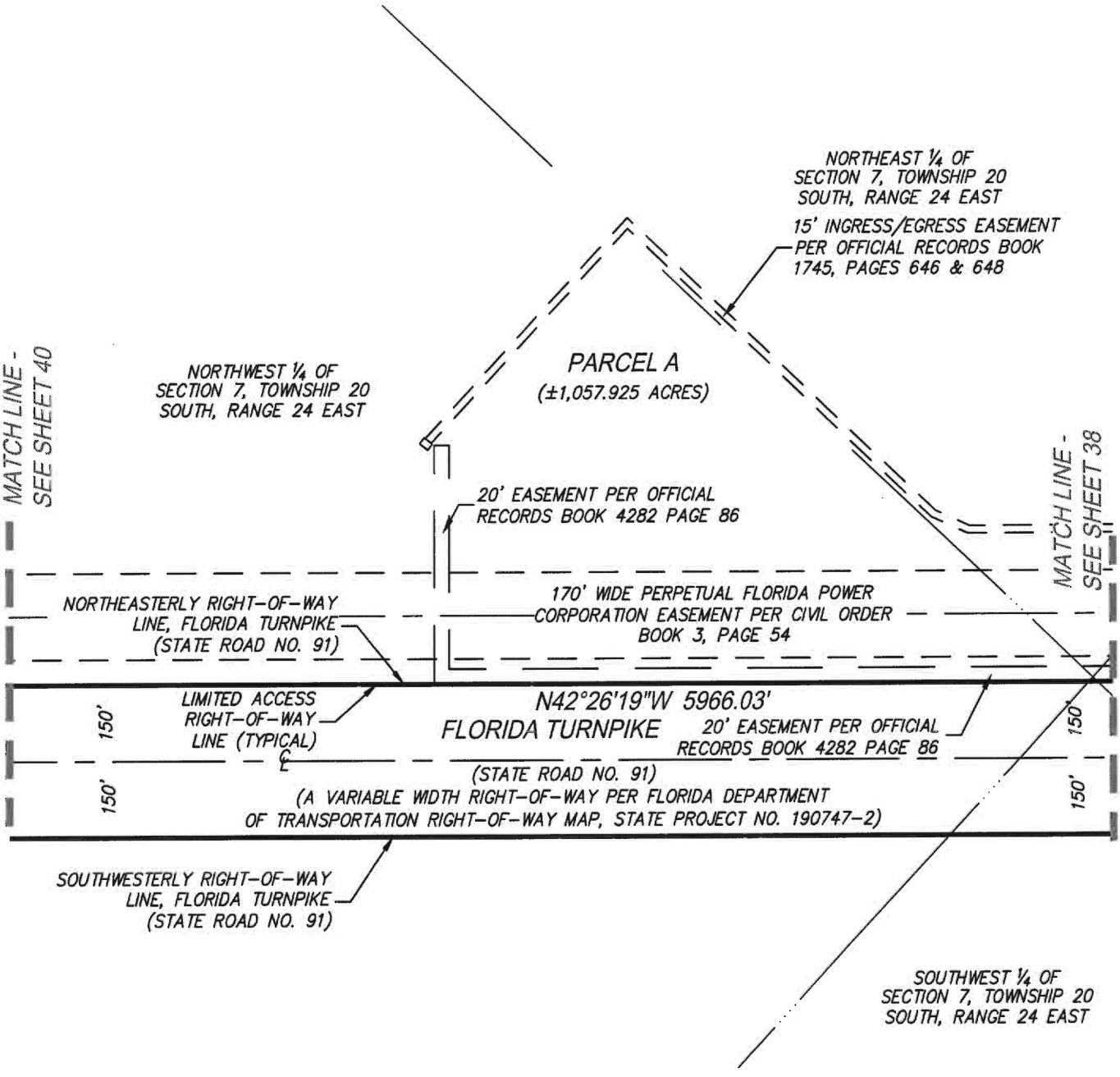
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 740-3126 LB9498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL. 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:20 PM BY: RBALTHASER ---- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 39 OF 67



NORTH

0 150 300

1 inch = 300 feet

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

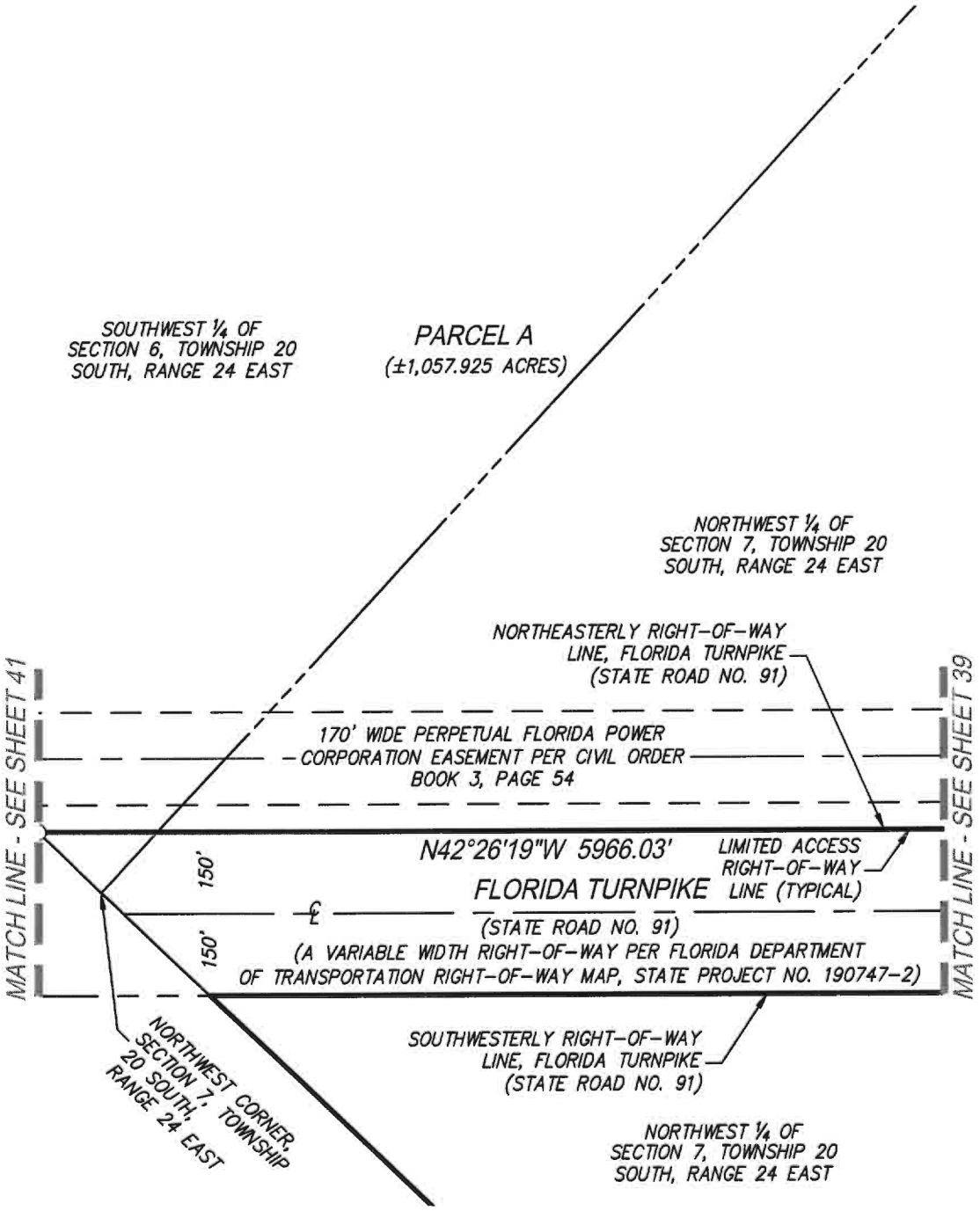
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOWL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:21 PM BY: RBALTHASER ---- : _FB:PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 40 OF 67



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

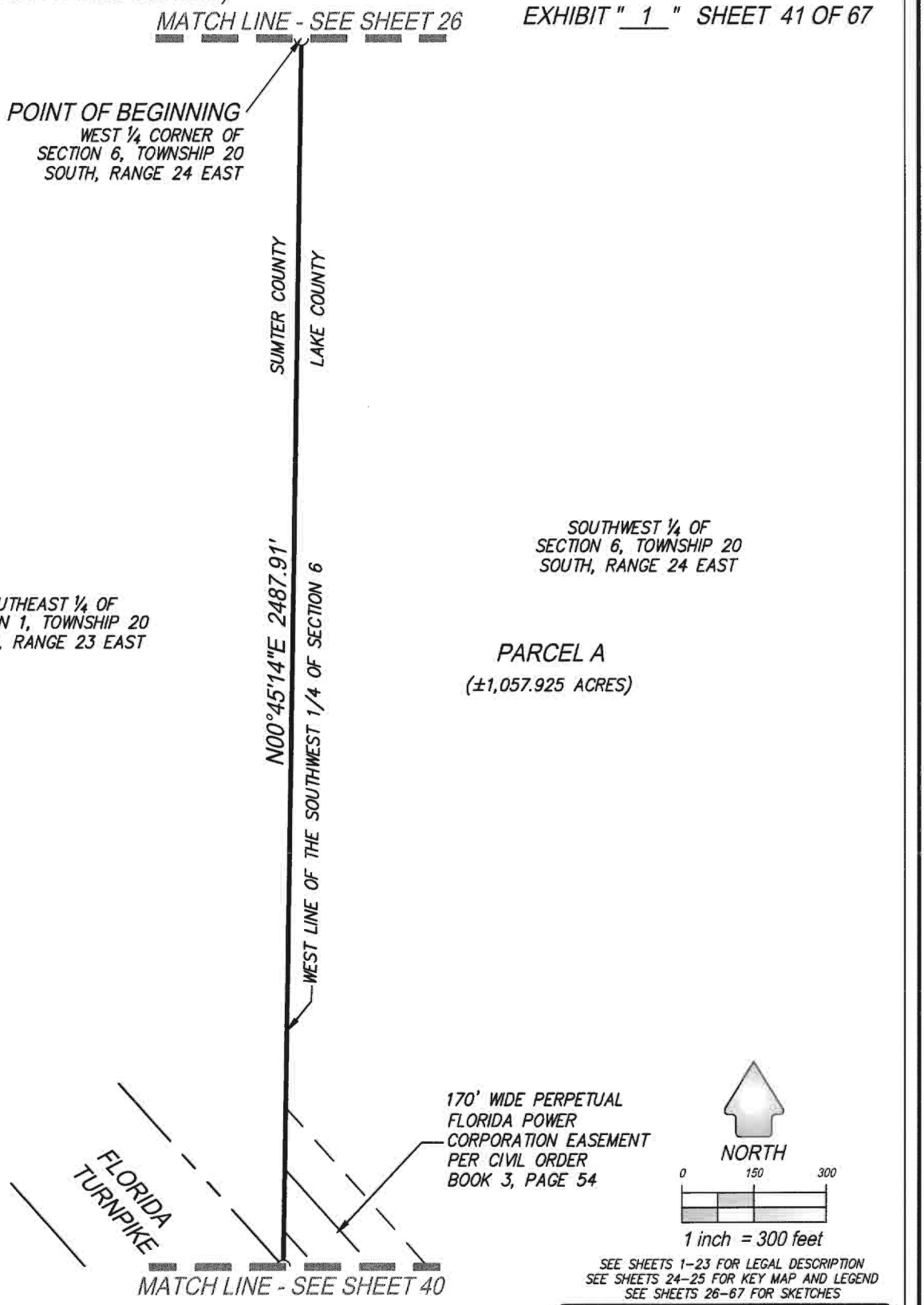
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3120 LB8488

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOWL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:22 PM BY: RBALTHASER ----- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 41 OF 67



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

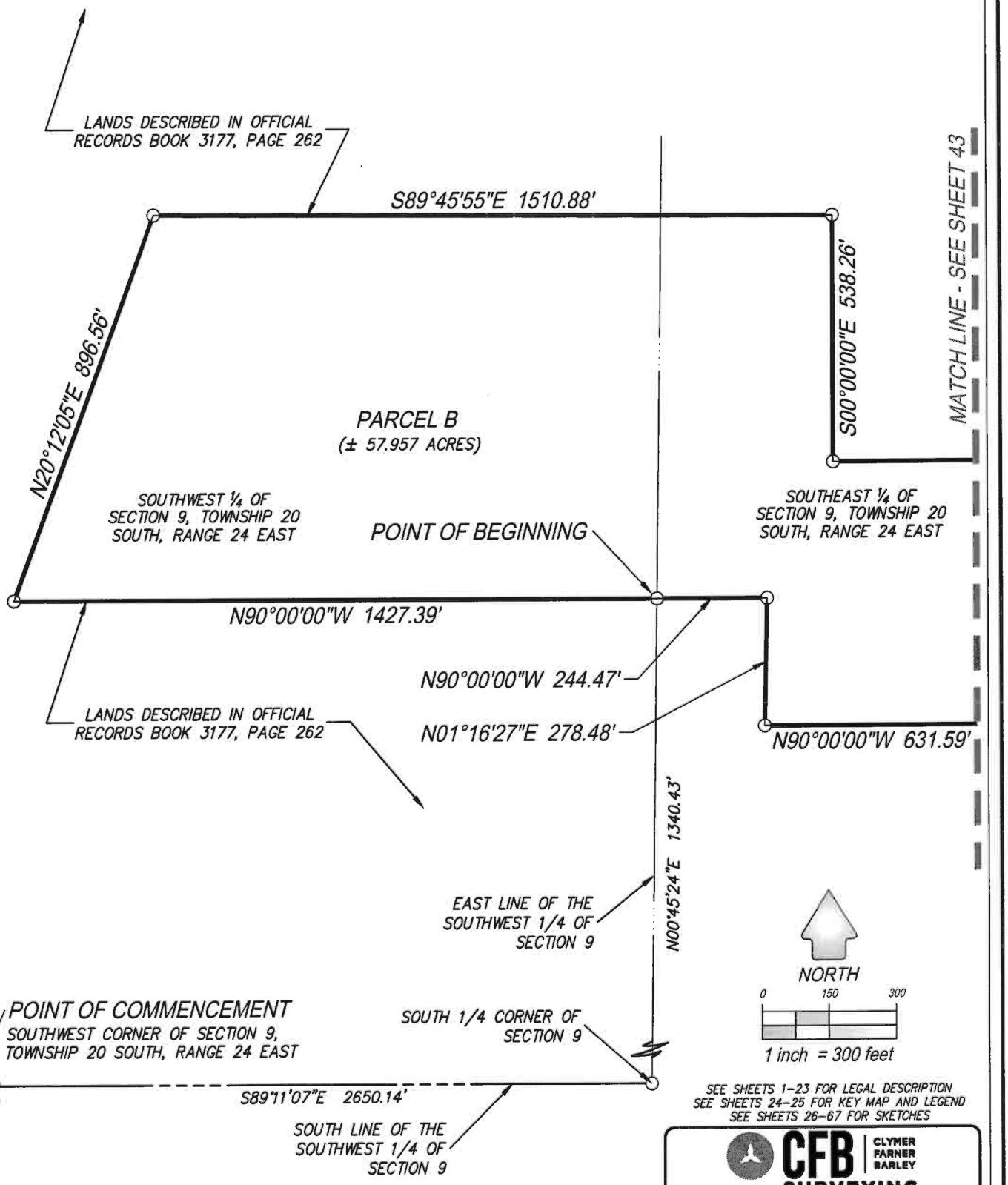
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOWL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:22 PM BY: RBALTHASER ----- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 42 OF 67



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

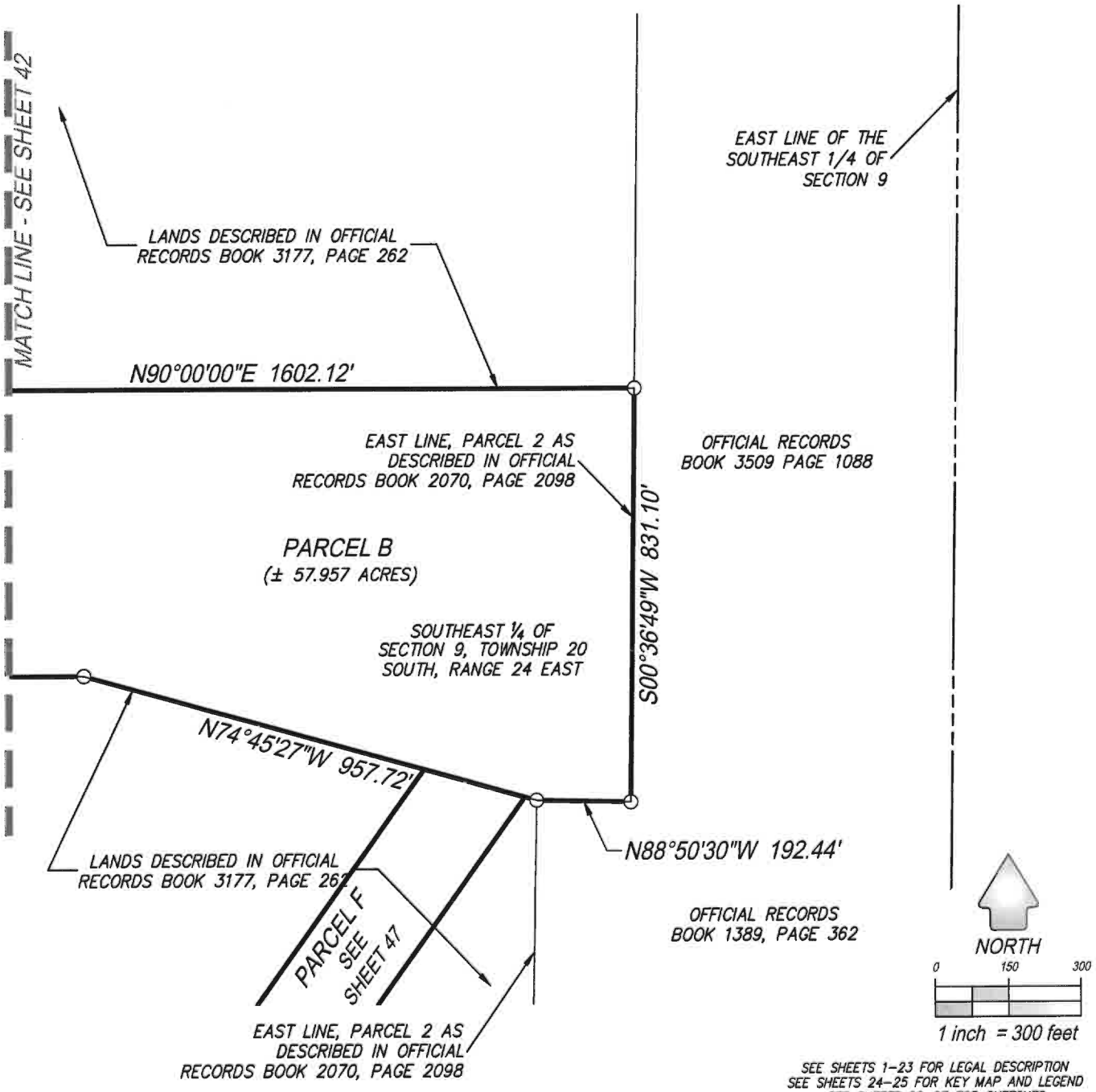
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3125 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:23 PM BY: RBALTHASER ---- : _FB.PSM (255 Black).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 43 OF 67



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

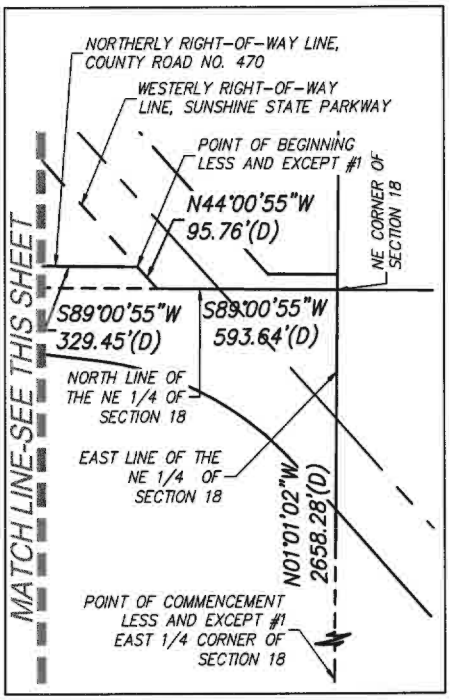
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL 6_CH163 AREA A_SHEETS 24-43.DWG : SKETCH 10/18/2023 1:24 PM BY: RBALTHASER ----- : _FELPSM (265 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 44 OF 67



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

LEGEND:

- LINE BREAK
- L1 LINE TAG LABEL (SEE TABLE)
- CHANGE IN DIRECTION
- (D) DEED MEASUREMENT
- ℄ CENTERLINE

NORTH

0 300 600

1 inch = 600 feet

150' 150'

(RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT #190747-2)

(SUNSHINE STATE PARKWAY)

EASTERLY RIGHT-OF-WAY LINE

FLOIRDA TURNPIKE

WESTERLY RIGHT-OF-WAY LINE

S42°26'19"E 4618.14'

N00°36'58"E 4981.67'

SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST

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

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

SUMTER COUNTY

LAKE COUNTY

PARCEL C
LAKE COUNTY ALTERNATE KEY # 3842317
(±241.2 ACRES)

S47°33'41"W 100.00'
N45°59'05"E 100.00'(D)

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

S40°22'13"E 738.95'
N41°56'49"W 738.95'(D)

150' 150'

S44°00'55"E 2170.00'(D)

WEST BOUNDARY OF SECTION 7

N89°23'45"W 750.00'
N89°02'38"E 750.00'(D)

N89°00'55"E 850.00'(D)
N89°24'47"W 850.00'

N00°59'05"W 850.00'(D)

S00°35'33"W 850.09'

S00°36'15"W 350.00'
N00°57'22"W 350.00'(D)

POINT OF BEGINNING LESS AND EXCEPT #2
N89°02'38"E 1347.80'(D)
N89°23'45"W 1347.80'

LESS AND EXCEPT #2
S89°02'38"W 750.00'(D)

L4

L3

L2

L1

S89°00'55"W 1456.67'(D)

LESS AND EXCEPT #1
S80°29'04"W 134.83'(D)

MATCH LINE-SEE THIS SHEET

N00°36'58"E 50.00'
N00°55'51"W 50.00'(D)

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

COUNTY ROAD NO. 470
(RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT #190747-2)
(FORMERLY STATE ROAD NO. 470)

NORTHERLY RIGHT-OF-WAY LINE, COUNTY ROAD NO. 470

LINE TABLE

L1: S00°35'13"W 130.00'
N00°59'05"W 130.00'(D)

L2: N89°24'47"W 65.18'

L3: N89°23'45"W 551.82'

L4: N00°36'15"E 350.00'
S00°57'22"E 350.00'(D)

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

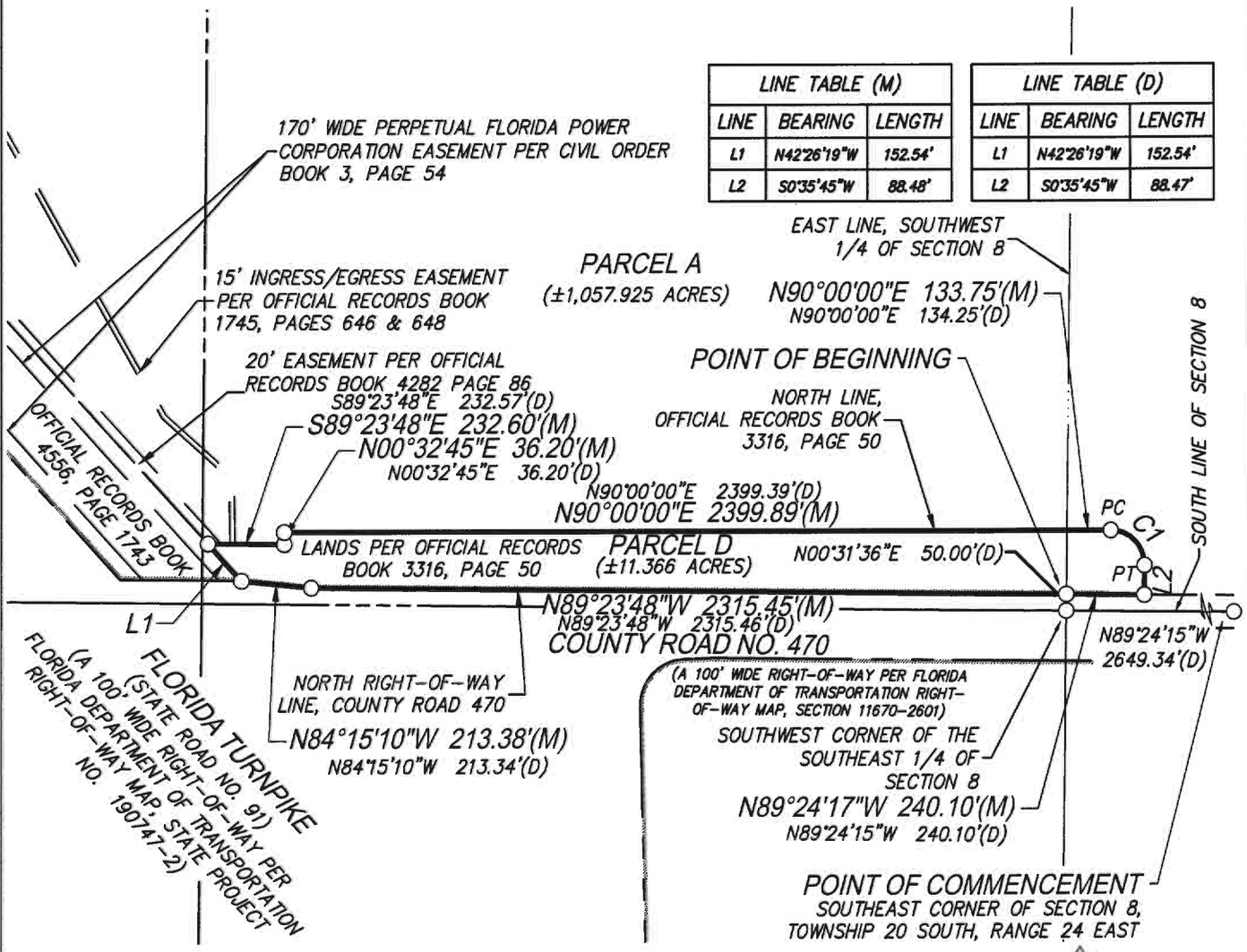
CFB CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8468

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOWL 6_CH163 AREA A_SHEET 44.DWG - 8.5X11 SKETCH 10/18/2023 1:26 PM BY: RBALTHASER ---- : _FB:PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 45 OF 67



LINE TABLE (M)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.48'

LINE TABLE (D)		
LINE	BEARING	LENGTH
L1	N42°26'19"W	152.54'
L2	S0°35'45"W	88.47'

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

CURVE TABLE (D)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	166.03'	105.00	090°35'45"	149.26'	S44°42'07"E

LEGEND:

—\/—	LINE BREAK
(M)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
O	CHANGE IN DIRECTION

NORTH

0 250 500

1 inch = 500 feet

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

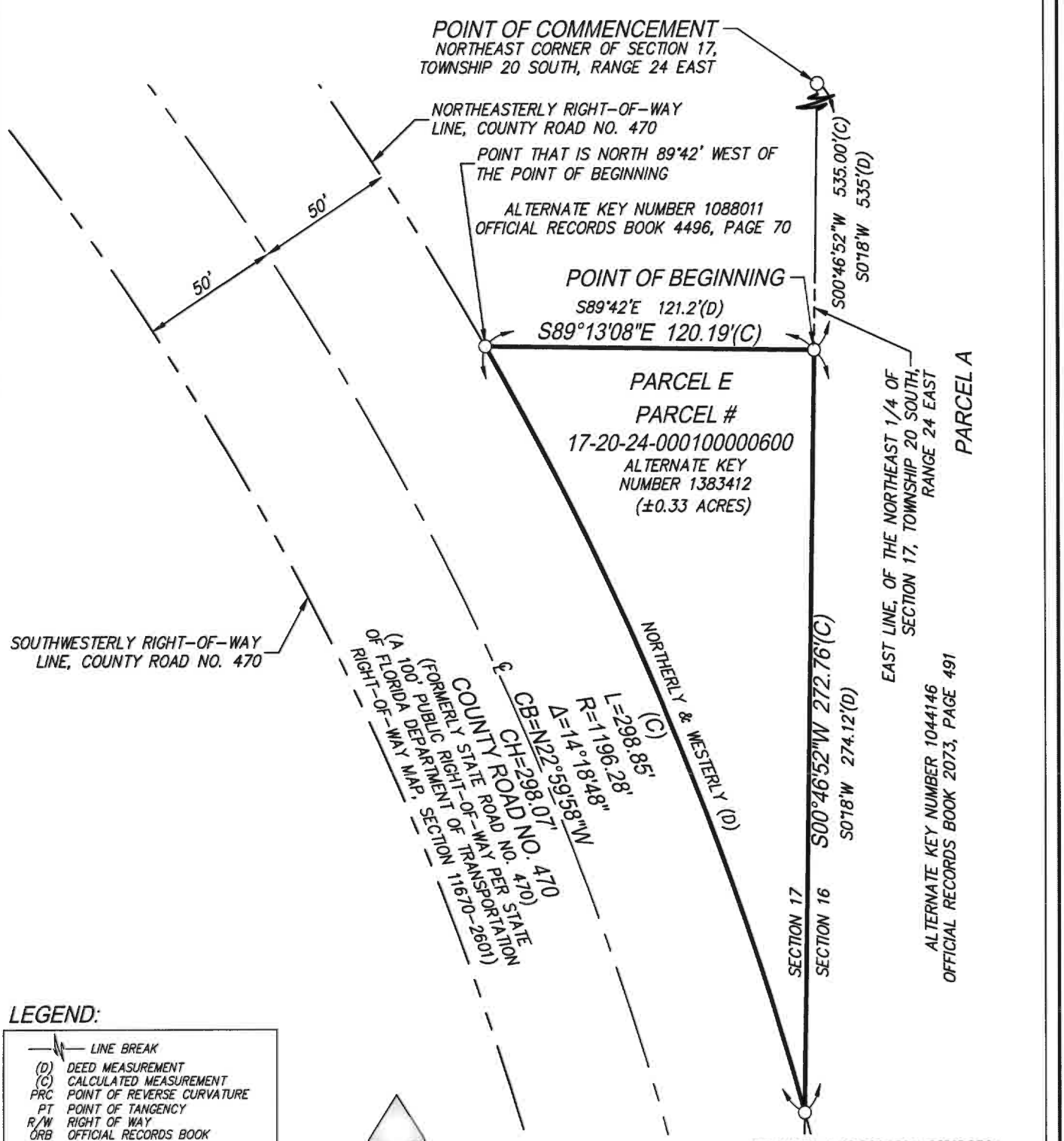
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB5498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL 6_CH163 AREA A_SHEET 45.DWG : 8.5X11 SKETCH 10/18/2023 1:27 PM BY: RBALTHASER ----- : _FB.PSM (255 Black).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 " SHEET 46 OF 67



LEGEND:

	LINE BREAK
(D)	DEED MEASUREMENT
(C)	CALCULATED MEASUREMENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE (DELTA)
CB	CHORD BEARING
CH	CHORD LENGTH
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
	CHANGE IN DIRECTION

NORTH

0 25 50

1 inch = 50 feet

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

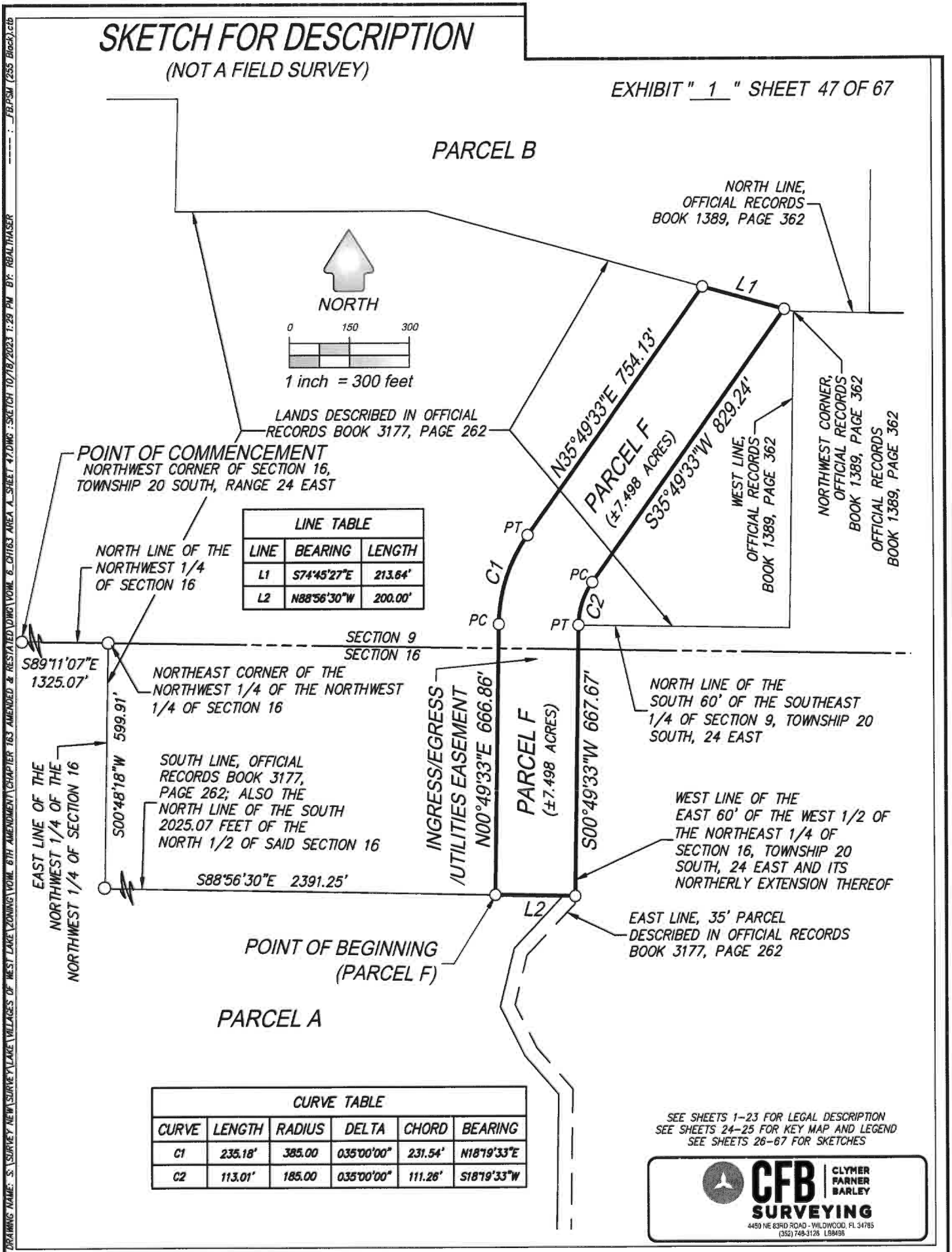
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL. 6_CH163 AREA A_SHEET 46.DWG :8.5X11 SKETCH 10/18/2023 1:28 PM BY: RBALTHASER ---- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 47 OF 67



LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°45'27"E	213.64'
L2	N88°56'30"W	200.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	235.18'	385.00	035°00'00"	231.54'	N18°19'33"E
C2	113.01'	185.00	035°00'00"	111.26'	S18°19'33"W

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

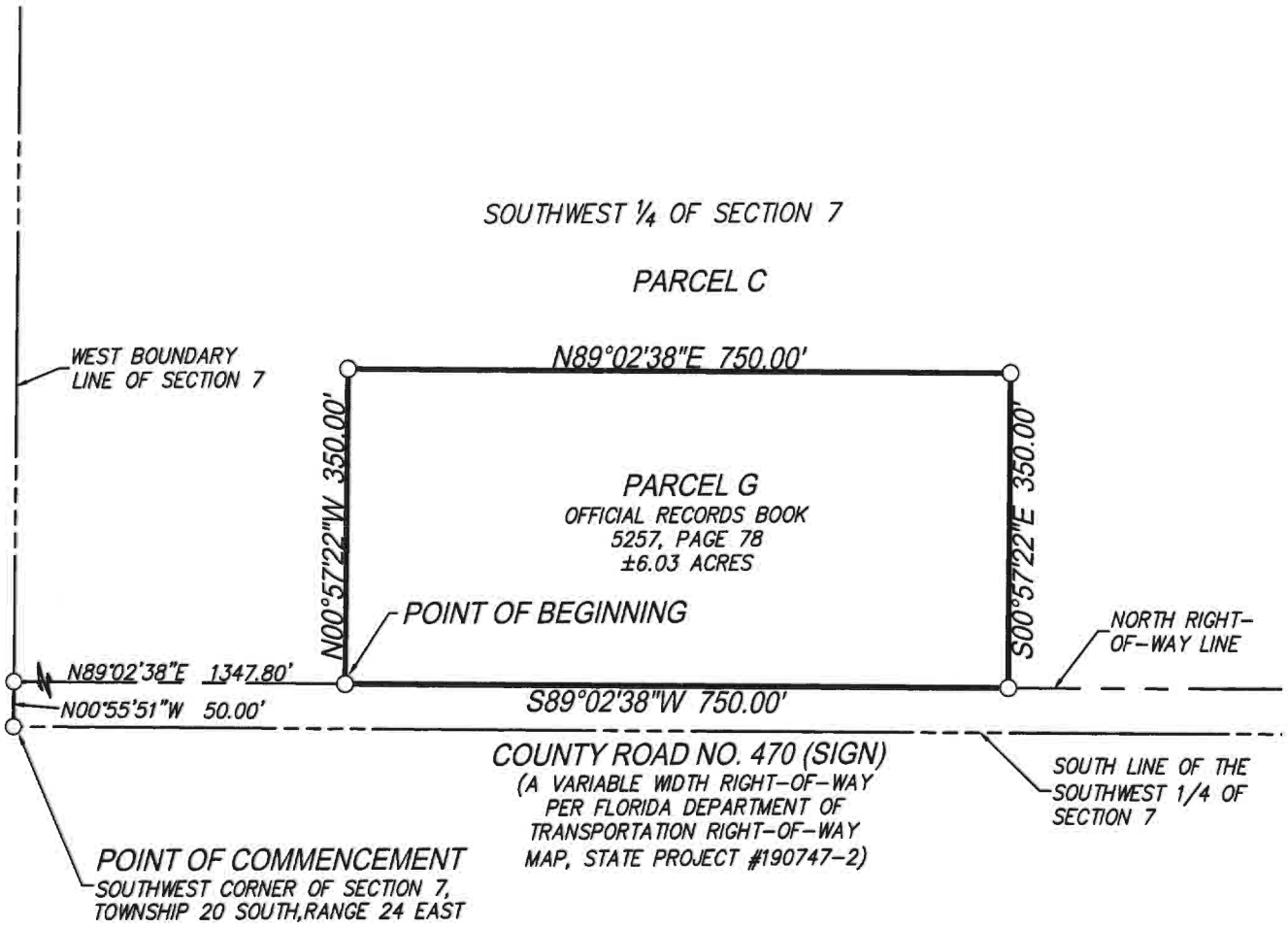
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8495

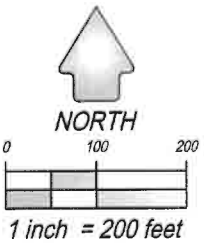
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL 6_CH163 AREA A_SHEET 47.DWG :SKETCH 10/18/2023 1:29 PM BY: RBALTHASER ---- : FB:PSM (255 Black).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "_1_" SHEET 48 OF 67





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

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

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL ML 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL ML 6_CH163 AREA A_SHEET 48.DWG : 8.5X11 10/18/2023 1:29 PM BY: RBALTHASER ----- : _FB.PSM (255 Block).ctb

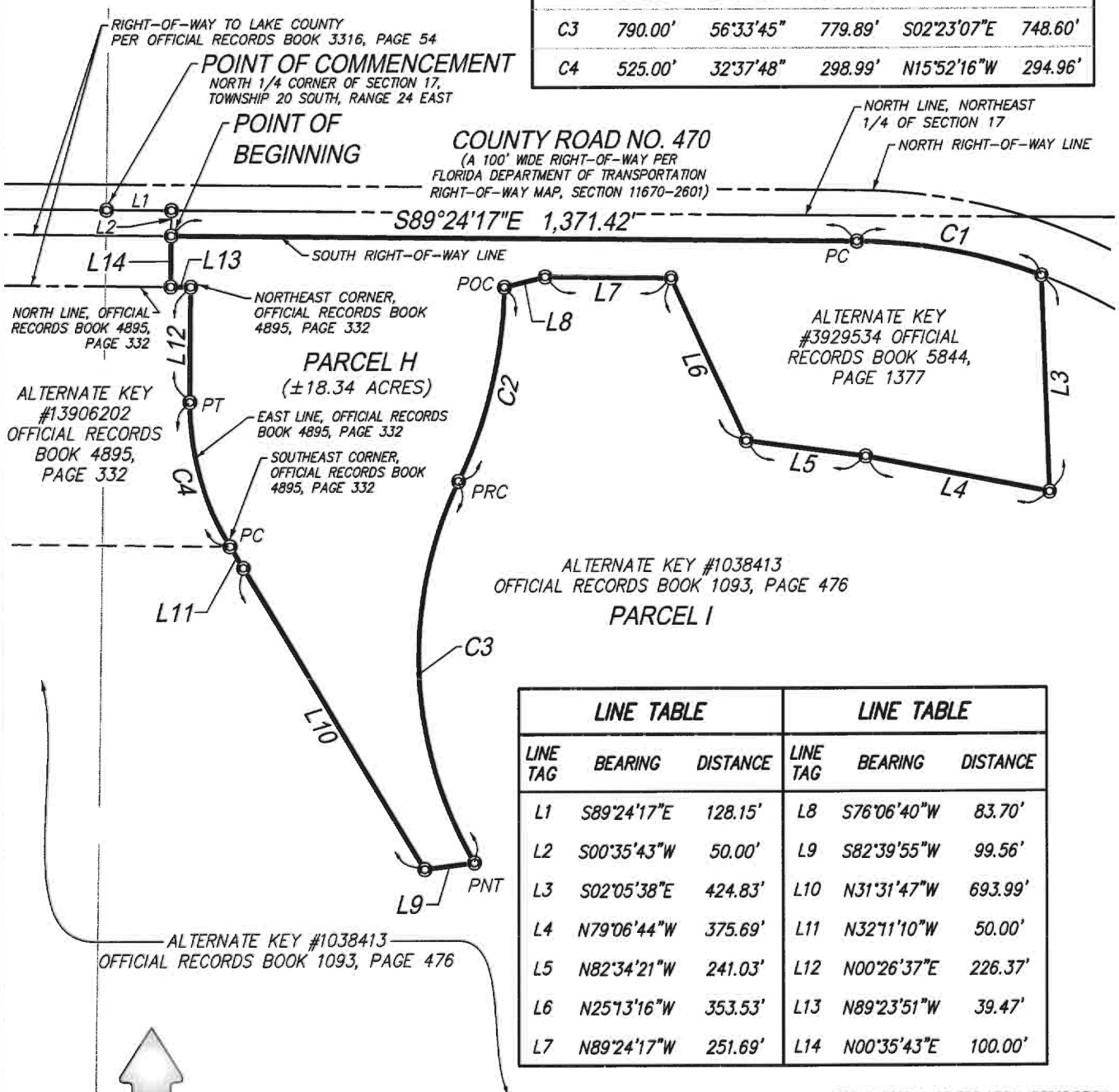
SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 49 OF 67

LEGEND:

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

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	910.00'	24°51'03"	394.69'	S13°28'14"W	391.61'
C3	790.00'	56°33'45"	779.89'	S02°23'07"E	748.60'
C4	525.00'	32°37'48"	298.99'	N15°52'16"W	294.96'

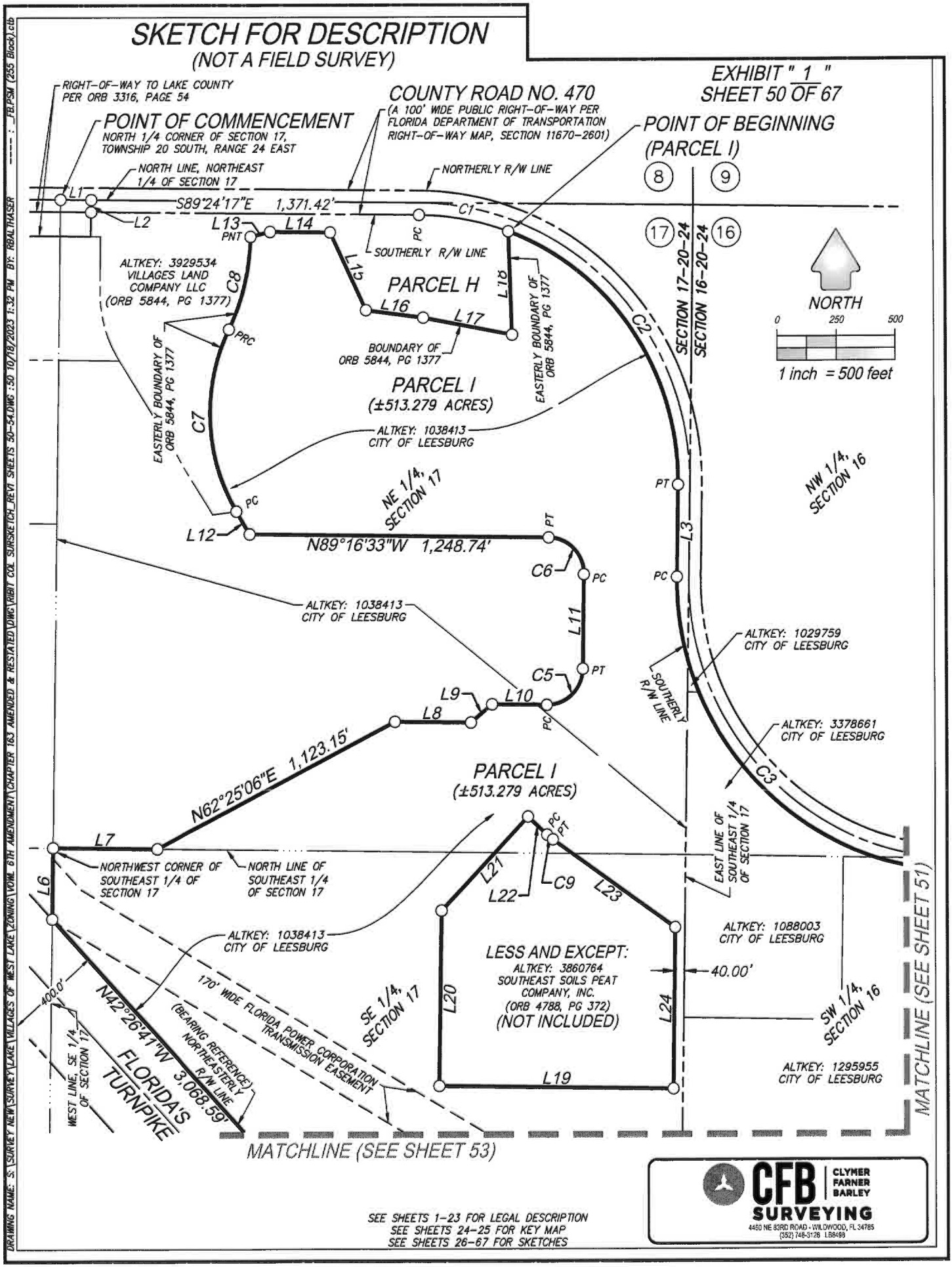


LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L8	S76°06'40"W	83.70'
L2	S00°35'43"W	50.00'	L9	S82°39'55"W	99.56'
L3	S02°05'38"E	424.83'	L10	N31°31'47"W	693.99'
L4	N79°06'44"W	375.69'	L11	N32°11'10"W	50.00'
L5	N82°34'21"W	241.03'	L12	N00°26'37"E	226.37'
L6	N25°13'16"W	353.53'	L13	N89°23'51"W	39.47'
L7	N89°24'17"W	251.69'	L14	N00°35'43"E	100.00'

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

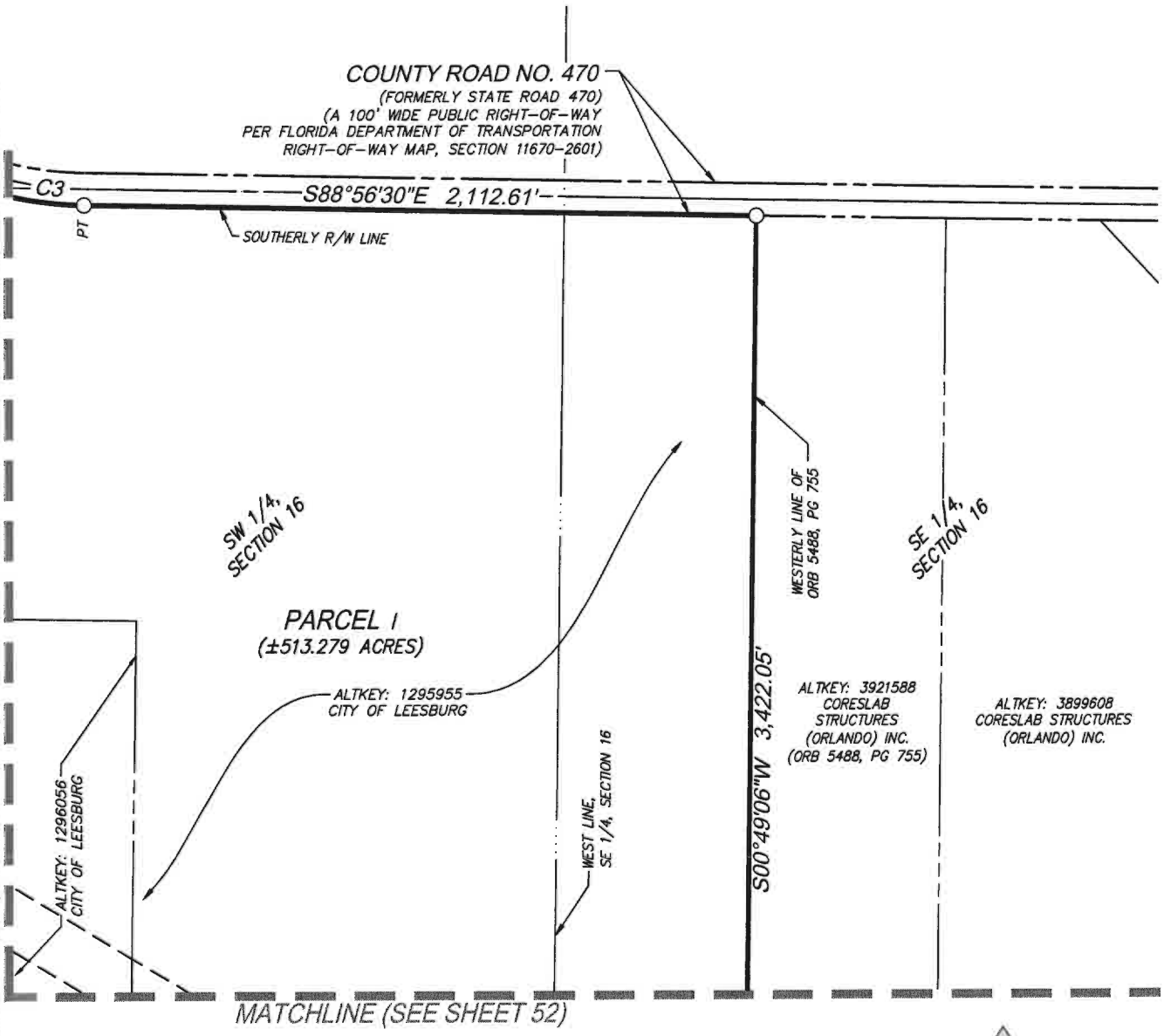
CFB CLYMER FARNER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB4709

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL VIII, 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\VOL VIII_6_CH163 AREA A_SHEET 49.DWG 10/18/2023 1:30 PM BY: RBALTHASER PDF 8.5 x 11 : _FB.PSM (255 Block).ctb


SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)
EXHIBIT " 1 "
SHEET 50 OF 67
RIGHT-OF-WAY TO LAKE COUNTY PER ORB 3316, PAGE 54
POINT OF COMMENCEMENT
NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST
COUNTY ROAD NO. 470
(A 100' WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601)
POINT OF BEGINNING
(PARCEL I)
NORTH LINE, NORTHEAST 1/4 OF SECTION 17
NORTHERLY R/W LINE
S89°24'17"E 1,371.42'
SOUTHERLY R/W LINE
ALTKEY: 3929534
VILLAGES LAND COMPANY LLC
(ORB 5844, PG 1377)
PARCEL H
BOUNDARY OF ORB 5844, PG 1377
EASTERLY BOUNDARY OF ORB 5844, PG 1377
PARCEL I
(±513.279 ACRES)
ALTKEY: 1038413
CITY OF LEESBURG
SECTION 17-20-24
SECTION 16-20-24
NORTH
0 250 500
1 inch = 500 feet
NE 1/4, SECTION 17
NW 1/4, SECTION 16
N89°16'33"W 1,248.74'
ALTKEY: 1029759
CITY OF LEESBURG
ALTKEY: 3378661
CITY OF LEESBURG
N62°25'06"E 1,123.15'
NORTHWEST CORNER OF SOUTHEAST 1/4 OF SECTION 17
NORTH LINE OF SOUTHEAST 1/4 OF SECTION 17
EAST LINE OF SOUTHEAST 1/4 OF SECTION 17
ALTKEY: 1088003
CITY OF LEESBURG
LESS AND EXCEPT:
ALTKEY: 3860764
SOUTHEAST SOILS PEAT COMPANY, INC.
(ORB 4788, PG 372)
(NOT INCLUDED)
40.00'
SE 1/4, SECTION 17
SW 1/4, SECTION 16
170' WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT
(BEARING REFERENCE) NORTHEASTERLY R/W LINE
N42°26'41"W 3,068.59'
FLORIDA'S TURNPIKE
WEST LINE, SE 1/4 OF SECTION 17
400.0'
ALTKEY: 1295955
CITY OF LEESBURG
MATCHLINE (SEE SHEET 51)
MATCHLINE (SEE SHEET 53)
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8489
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 6\TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\EXHIBIT COL SURSKETCH_REV1 SHEETS 50-54.DWG - 50 10/18/2023 1:32 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 51 OF 67



NORTH

0 250 500

1 inch = 500 feet

LEGEND:

ALTKEY= ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT-OF-WAY
○ = CHANGE IN DIRECTION
(#) = SECTION NUMBER

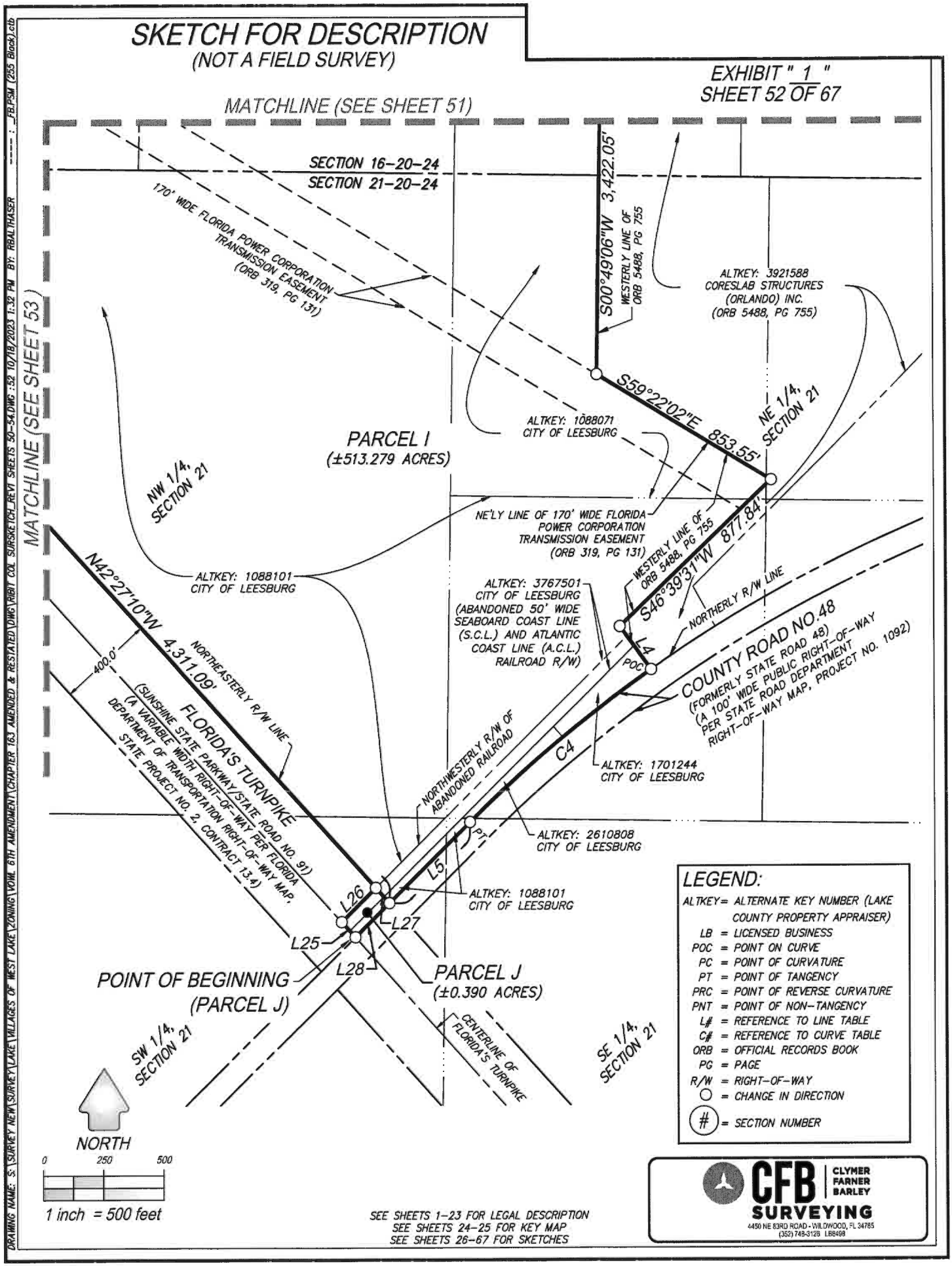
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3125 LB#488

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SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 52 OF 67



LEGEND:

ALTKEY=	ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
LB =	LICENSED BUSINESS
POC =	POINT ON CURVE
PC =	POINT OF CURVATURE
PT =	POINT OF TANGENCY
PRC =	POINT OF REVERSE CURVATURE
PNT =	POINT OF NON-TANGENCY
L# =	REFERENCE TO LINE TABLE
C# =	REFERENCE TO CURVE TABLE
ORB =	OFFICIAL RECORDS BOOK
PG =	PAGE
R/W =	RIGHT-OF-WAY
○ =	CHANGE IN DIRECTION
(#) =	SECTION NUMBER

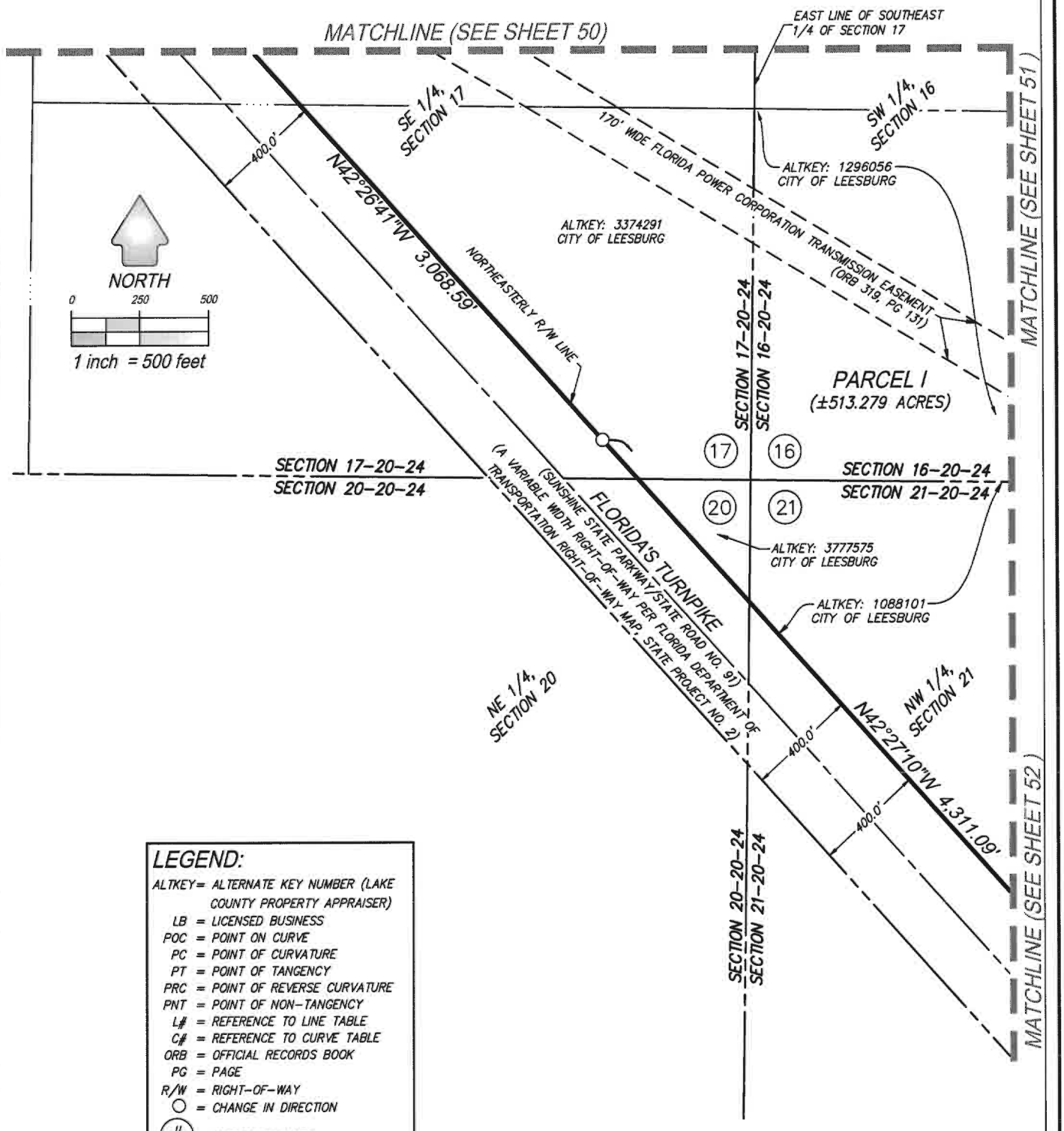
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

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

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL. 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\RIBIT COL SURSKETCH_REVT SHEETS 50-54.DWG 52 10/18/2023 1:32 PM BY: RBALTHASER ----- : _FB.PSM (255 Black).ctb

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 53 OF 67



LEGEND:

ALTKEY= ALTERNATE KEY NUMBER (LAKE COUNTY PROPERTY APPRAISER)
LB = LICENSED BUSINESS
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT-OF-WAY
○ = CHANGE IN DIRECTION
(#) = SECTION NUMBER

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

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3125 LB#98

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\RIBIT COL SURSKETCH_REVT SHEETS 50-54.DWG 5:53 10/18/2023 1:33 PM BY: RBALLHASER ----- : _FB:PSM (255 Black).ctb

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 54 OF 67

PARCELS I & J - LINE & CURVE TABLES

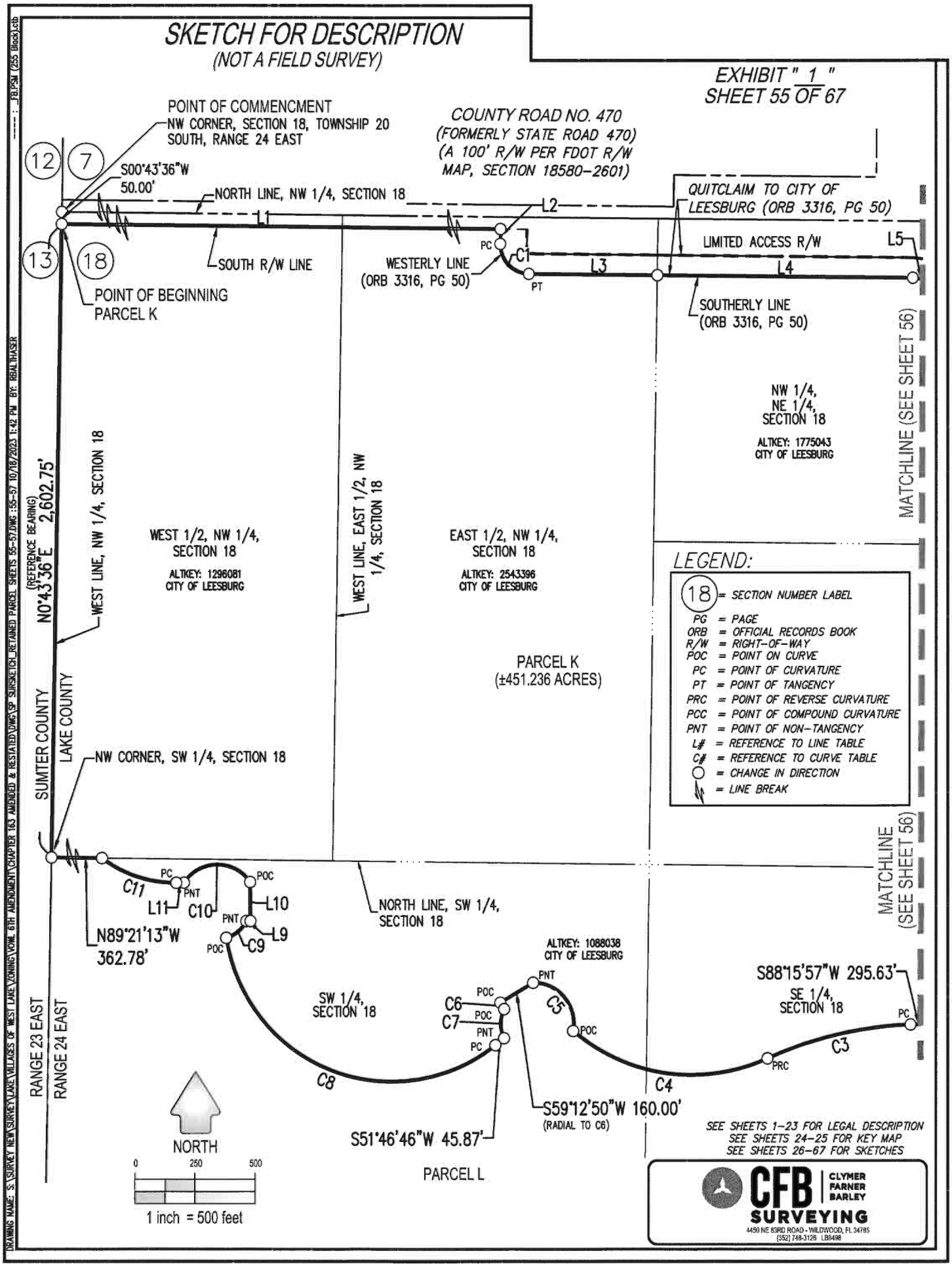
LINE TABLE			LINE TABLE		
LINE TAG	BEARING	DISTANCE	LINE TAG	BEARING	DISTANCE
L1	S89°24'17"E	128.15'	L15	S25°13'16"E	353.53'
L2	S00°35'43"W	50.00'	L16	S82°34'21"E	241.03'
L3	S00°46'52"W	378.96'	L17	S79°06'44"E	375.69'
L4	S36°40'00"E	220.60'	L18	N02°05'38"W	424.83'
L5	S45°35'30"W	474.19'	L19	N89°14'36"W	979.99'
L6	N00°40'32"E	292.28'	L20	N00°45'24"E	718.13'
L7	S89°16'18"E	432.67'	L21	N43°01'55"E	526.51'
L8	S89°16'33"E	314.79'	L22	S47°01'21"E	109.30'
L9	N49°47'08"E	115.47'	L23	S54°59'07"E	629.54'
L10	S89°16'33"E	229.01'	L24	S00°45'24"W	660.53'
L11	N00°43'27"E	388.57'	L25	N42°27'10"W	85.05'
L12	N30°39'59"W	108.77'	L26	N45°35'30"E	200.12'
L13	N76°06'40"E	83.70'	L27	S42°27'10"E	85.05'
L14	S89°24'17"E	251.69'	L28	S45°35'30"W	200.12'

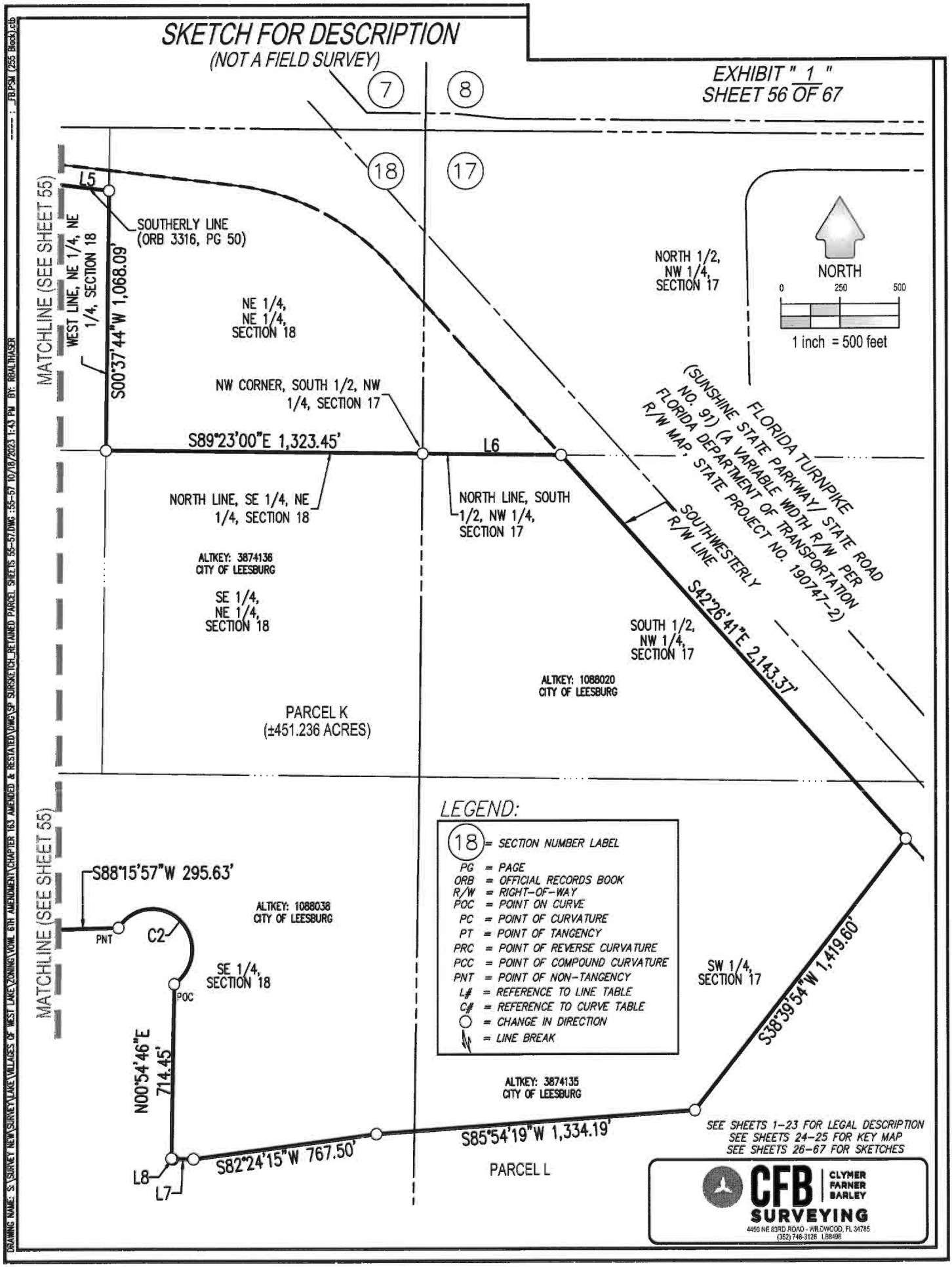
CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1096.40'	19°46'47"	378.50'	S79°30'54"E	376.62'
C2	1096.40'	70°24'22"	1,347.27'	S34°25'19"E	1,264.09'
C3	1195.82'	89°43'22"	1,872.61'	S44°04'49"E	1,687.05'
C4	5774.76'	9°46'15"	984.78'	S50°28'35"W	983.58'
C5	150.00'	90°00'00"	235.62'	N45°43'27"E	212.13'
C6	150.00'	90°00'00"	235.62'	N44°16'33"W	212.13'
C7	790.00'	56°33'45"	779.89'	N02°23'07"W	748.60'
C8	910.00'	24°51'03"	394.69'	N13°28'14"E	391.61'
C9	225.00'	7°57'47"	31.27'	S51°00'14"E	31.25'

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

CFB CLYMER FARNER BARLEY
SURVEYING
4459 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY\LAKE VALLEY\DRAWINGS\PLAT\CHAPTER 177\AMENDED & RESTATED\DWG\PARCEL I & J SKETCH_NEW SHEETS 50-54.DWG 10/18/2023 1:37 PM BY: RALLWISER


SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)
EXHIBIT " 1 "
SHEET 55 OF 67
POINT OF COMMENCMENT
NW CORNER, SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST
S00°43'36"W 50.00'
COUNTY ROAD NO. 470
(FORMERLY STATE ROAD 470)
(A 100' R/W PER FDOT R/W MAP, SECTION 18580-2601)
NORTH LINE, NW 1/4, SECTION 18
QUITCLAIM TO CITY OF LEESBURG (ORB 3316, PG 50)
LIMITED ACCESS R/W
SOUTH R/W LINE
WESTERLY LINE (ORB 3316, PG 50)
SOUTHERLY LINE (ORB 3316, PG 50)
POINT OF BEGINNING PARCEL K
MATCHLINE (SEE SHEET 56)
NW 1/4, NE 1/4, SECTION 18
ALTKEY: 1775043
CITY OF LEESBURG
WEST 1/2, NW 1/4, SECTION 18
ALTKEY: 1296081
CITY OF LEESBURG
EAST 1/2, NW 1/4, SECTION 18
ALTKEY: 2543396
CITY OF LEESBURG
(REFERENCE BEARING) N0°43'36"E 2,602.75'
WEST LINE, NW 1/4, SECTION 18
WEST LINE, EAST 1/2, NW 1/4, SECTION 18
PARCEL K
(±451.236 ACRES)
LEGEND:
18 = SECTION NUMBER LABEL
PG = PAGE
ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT-OF-WAY
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
= CHANGE IN DIRECTION
= LINE BREAK
SUMTER COUNTY
LAKE COUNTY
NW CORNER, SW 1/4, SECTION 18
NORTH LINE, SW 1/4, SECTION 18
MATCHLINE (SEE SHEET 56)
N89°21'13"W 362.78'
ALTKEY: 1088038
CITY OF LEESBURG
SW 1/4, SECTION 18
SE 1/4, SECTION 18
S88°15'57"W 295.63'
S59°12'50"W 160.00'
(RADIAL TO C6)
S51°46'46"W 45.87'
PARCEL L
RANGE 23 EAST
RANGE 24 EAST
NORTH
0 250 500
1 inch = 500 feet
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_RETAINED PARCEL SHEETS 55-57.DWG - 55-57 10/18/2023 1:42 PM BY: RBALTHASER - ...FB.PSM (265 Bkgd).ctb


SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)
EXHIBIT " 1 "
SHEET 56 OF 67
7
8
18
17
L5
SOUTHERLY LINE
(ORB 3316, PG 50)
MATCHLINE (SEE SHEET 55)
WEST LINE, NE 1/4, NE 1/4, SECTION 18
S00°37'44"W 1,068.09'
NE 1/4,
NE 1/4,
SECTION 18
NW CORNER, SOUTH 1/2, NW 1/4, SECTION 17
S89°23'00"E 1,323.45'
L6
NORTH LINE, SE 1/4, NE 1/4, SECTION 18
NORTH LINE, SOUTH 1/2, NW 1/4, SECTION 17
ALTKEY: 3874136
CITY OF LEESBURG
SE 1/4,
NE 1/4,
SECTION 18
NORTH 1/2,
NW 1/4,
SECTION 17
NORTH
0
250
500
1 inch = 500 feet
FLORIDA TURNPIKE
(SUNSHINE STATE PARKWAY/ STATE ROAD NO. 91) (A VARIABLE WIDTH R/W PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP, STATE PROJECT NO. 190747-2)
SOUTHWESTERLY R/W LINE
S42°26'41"E 2,143.37'
SOUTH 1/2,
NW 1/4,
SECTION 17
ALTKEY: 1088020
CITY OF LEESBURG
PARCEL K
(±451.236 ACRES)
LEGEND:
18 = SECTION NUMBER LABEL
PG = PAGE
ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT-OF-WAY
POC = POINT ON CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
= CHANGE IN DIRECTION
= LINE BREAK
MATCHLINE (SEE SHEET 55)
S88°15'57"W 295.63'
PNT
C2
POC
SE 1/4,
SECTION 18
ALTKEY: 1088038
CITY OF LEESBURG
N00°54'46"E
714.45'
SW 1/4,
SECTION 17
S38°39'54"W 1,419.60'
ALTKEY: 3874135
CITY OF LEESBURG
S85°54'19"W 1,334.19'
S82°24'15"W 767.50'
L8
L7
PARCEL L
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES
CFB
CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8496
DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWGS\P SURSKETCH_RETAINED PARCEL SHEETS 55-57.DWG - 55-57 10/18/2023 1:43 PM BY: REALTHASER
---: _FB:PSM (255 Block).ctb

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 57 OF 67

PARCEL K - LINE & CURVE TABLES

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S89°23'45"E	1985.90'
L2	S00°36'15"W	61.00'
L3	S89°23'45"E	541.47'
L4	S89°24'47"E	1075.81'
L5	S83°10'13"E	247.82'
L6	S89°20'03"E	578.34'
L7	S89°40'26"W	86.96'
L8	N63°08'28"W	6.16'
L9	N89°28'17"E	16.83'
L10	N00°31'43"W	160.00'
L11	S89°28'17"W	32.87'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	122.00'	90°00'00"	191.64'	S44°23'45"E	172.53'
C2	168.00'	203°46'34"	597.50'	N45°24'39"W	328.79'
C3	1595.00'	22°23'35"	623.38'	S77°04'09"W	619.42'
C4	775.00'	64°01'58"	866.13'	N82°06'39"W	821.75'
C5	168.00'	101°21'38"	297.20'	N40°26'25"W	259.94'
C6	935.00'	1°54'03"	31.02'	S31°44'12"E	31.02'
C7	138.00'	51°17'40"	123.55'	S00°01'03"E	119.46'
C8	700.00'	119°06'05"	1,455.10'	N68°40'11"W	1,206.91'
C9	138.00'	46°10'17"	111.21'	N50°39'26"E	108.22'
C10	168.00'	111°07'45"	325.85'	S89°28'17"W	277.12'
C11	505.00'	37°27'07"	330.10'	N71°48'09"W	324.25'

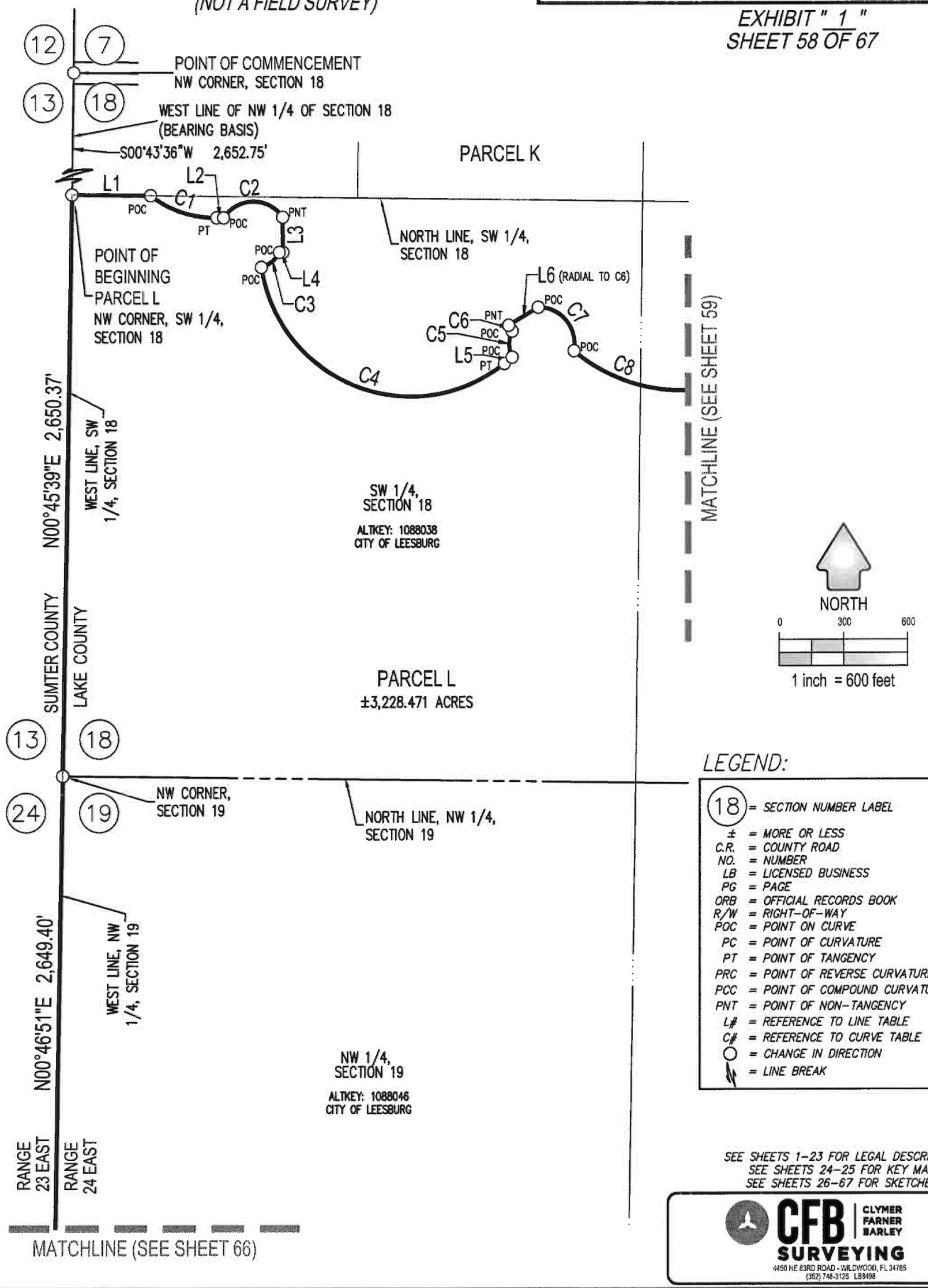
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8496

DRAWING NAME: S:\SURVEY\NEW SURVEYS\VILLAGES OF WEST LINDSAY\DGN\PLAT\PLAT SHEETS\PLAT SHEETS 55-57.DWG - 55-57 10/17/2023 1:43 PM BY: RYAN HUSH

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 58 OF 67



LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
O	= CHANGE IN DIRECTION
~	= LINE BREAK

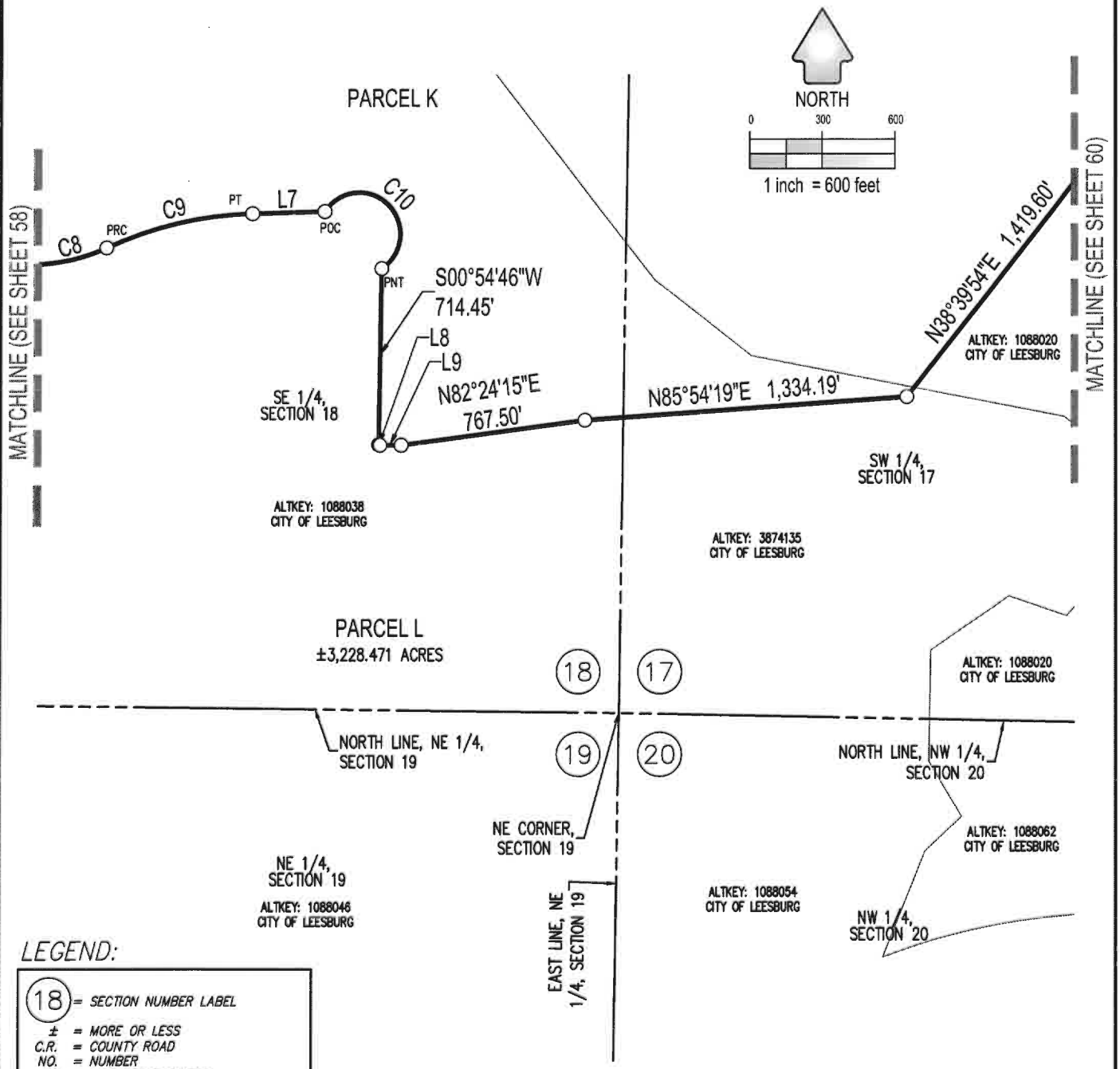
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

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

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKES\VILLAGES OF WEST LAKE\ZONING\VOWL 6IH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_PURCHASE SHEETS 58-67.DWG - 58 10/18/2023 1:45 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 59 OF 67



LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
○	= CHANGE IN DIRECTION
	= LINE BREAK

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

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

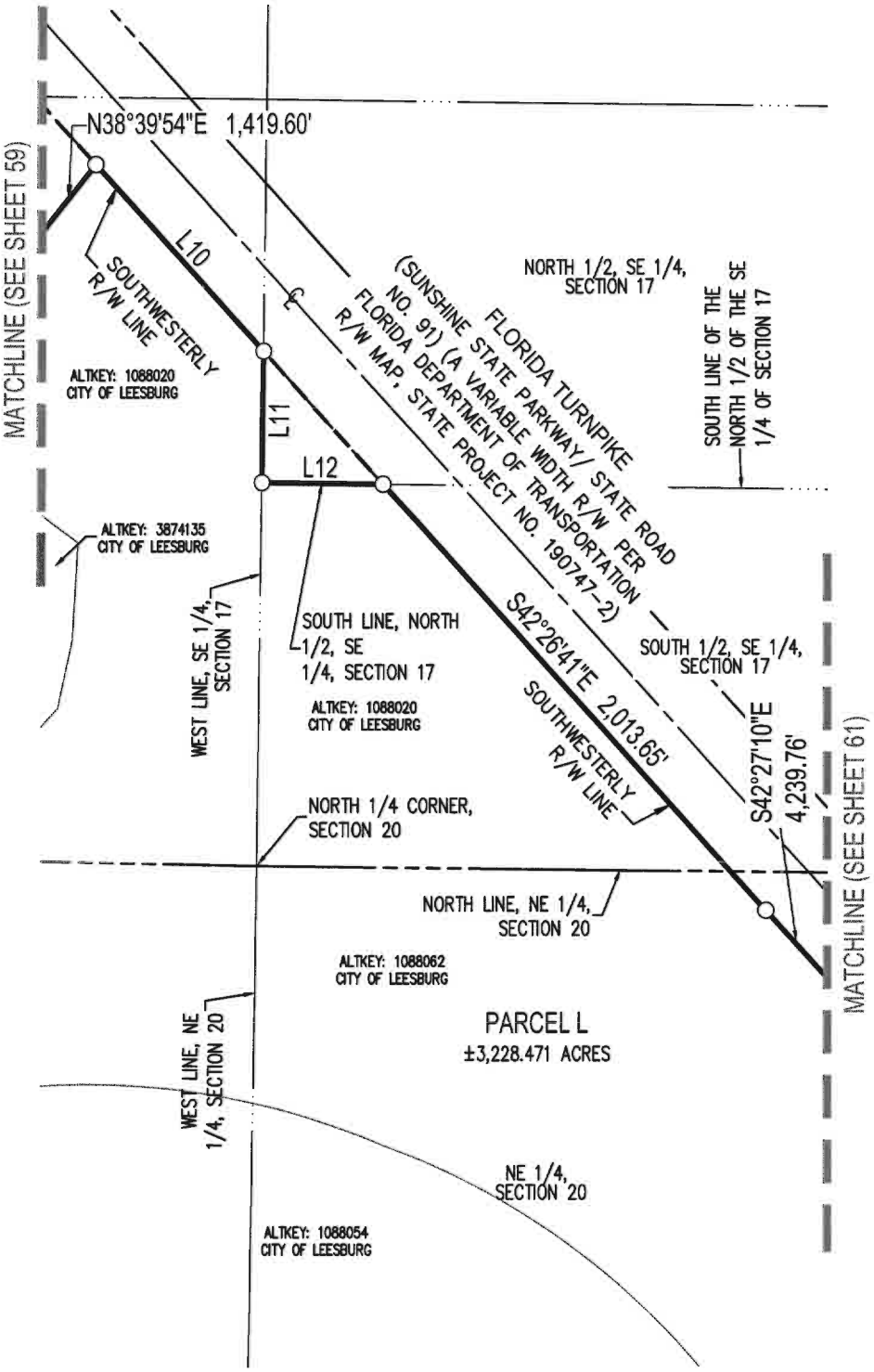
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL 6\H AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_PURCHASE SHEETS 58-67.DWG 59 10/18/2023 1:45 PM BY: RBALTHASER ----- : _FB.PSM (255 Block).ctb

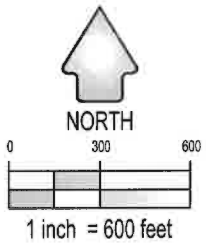
SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 60 OF 67

LEGEND:

(18)	= SECTION NUMBER LABEL
±	= MORE OR LESS
C.R.	= COUNTY ROAD
NO.	= NUMBER
LB	= LICENSED BUSINESS
PG	= PAGE
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
POC	= POINT ON CURVE
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
C#	= REFERENCE TO CURVE TABLE
	= CHANGE IN DIRECTION
	= LINE BREAK





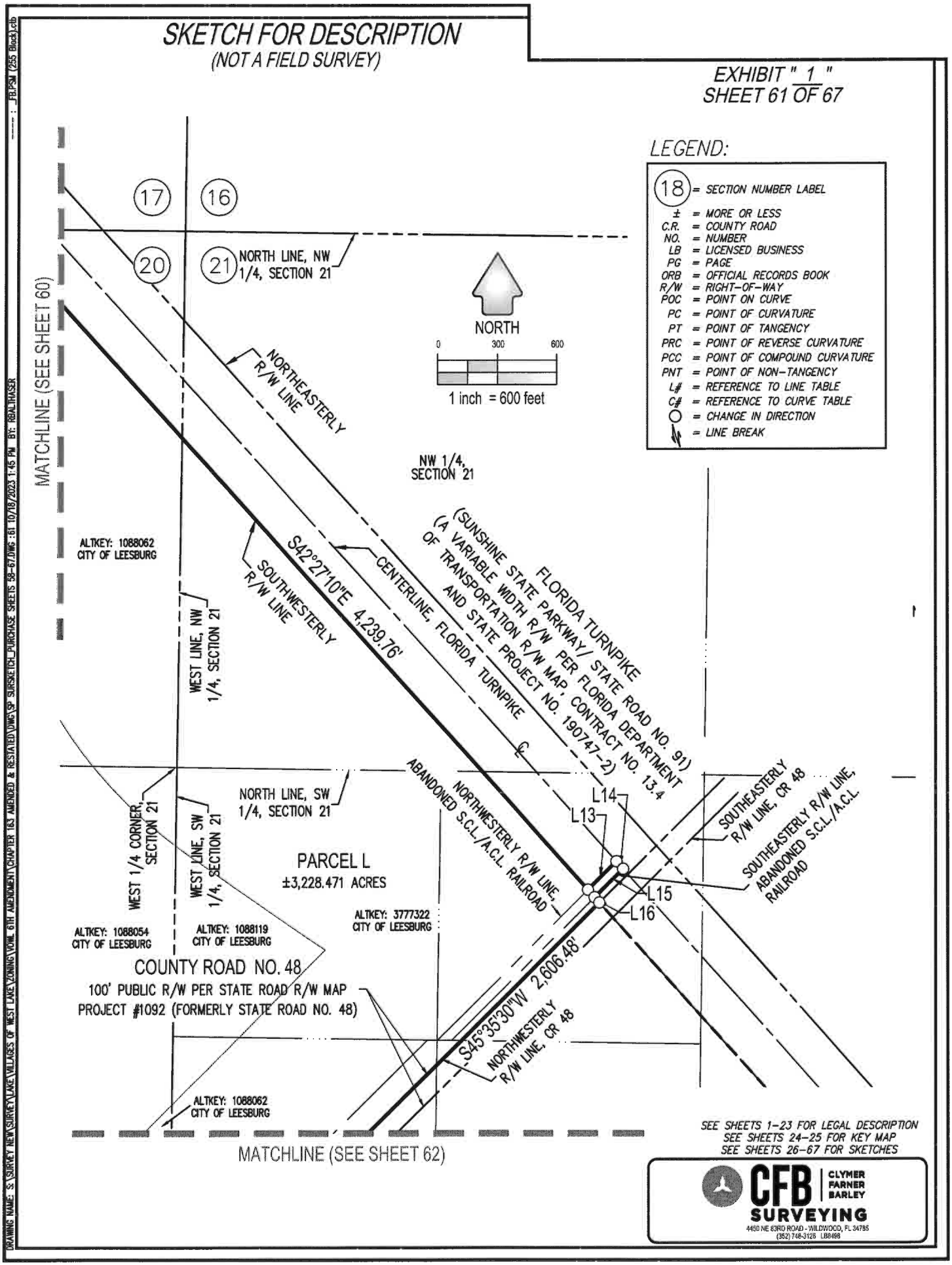
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8496

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_PURCHASE SHEETS 58-67.DWG 10/18/2023 1:45 PM BY: RBALTHASER
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SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

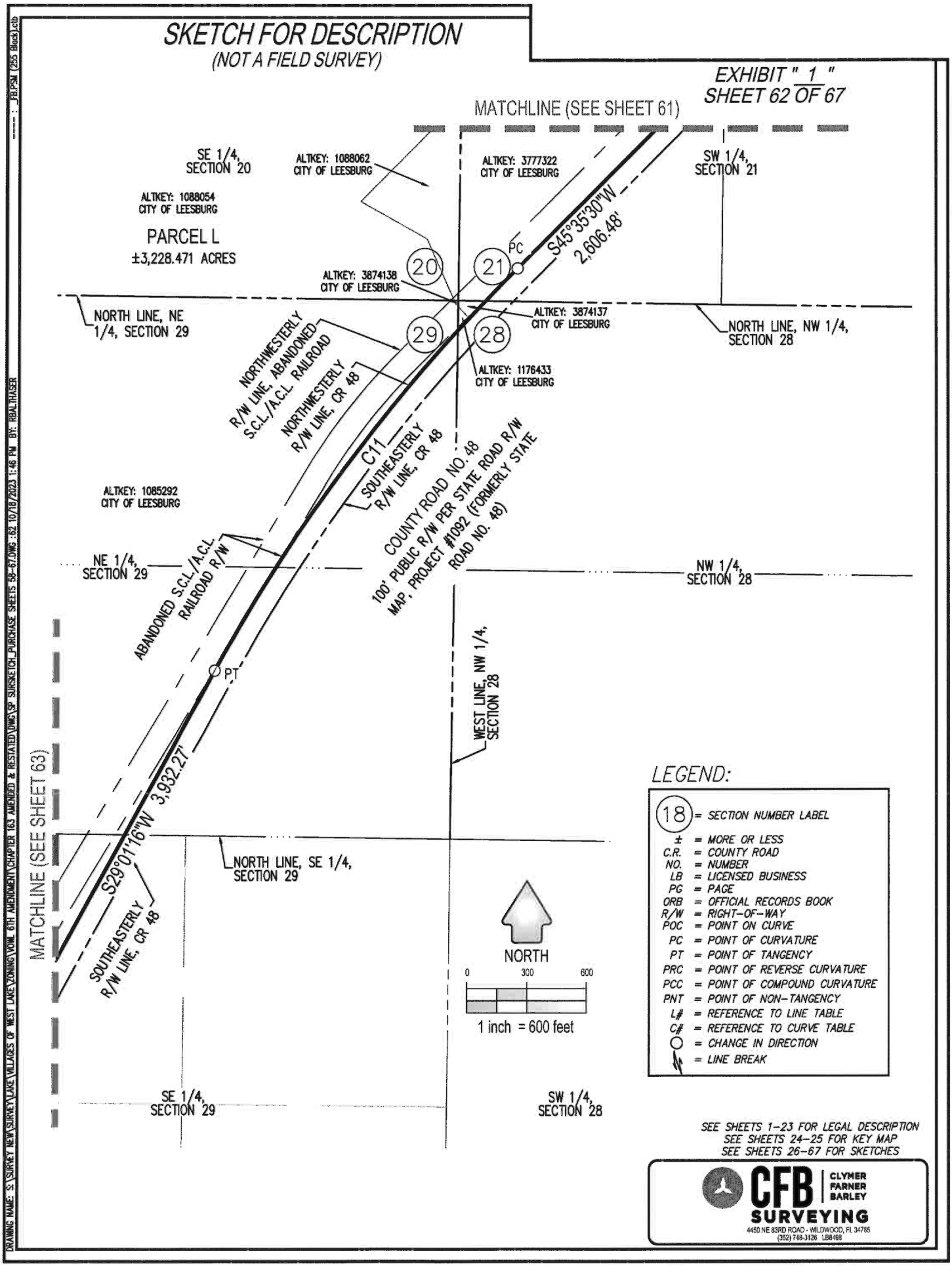
EXHIBIT " 1 "
SHEET 61 OF 67



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

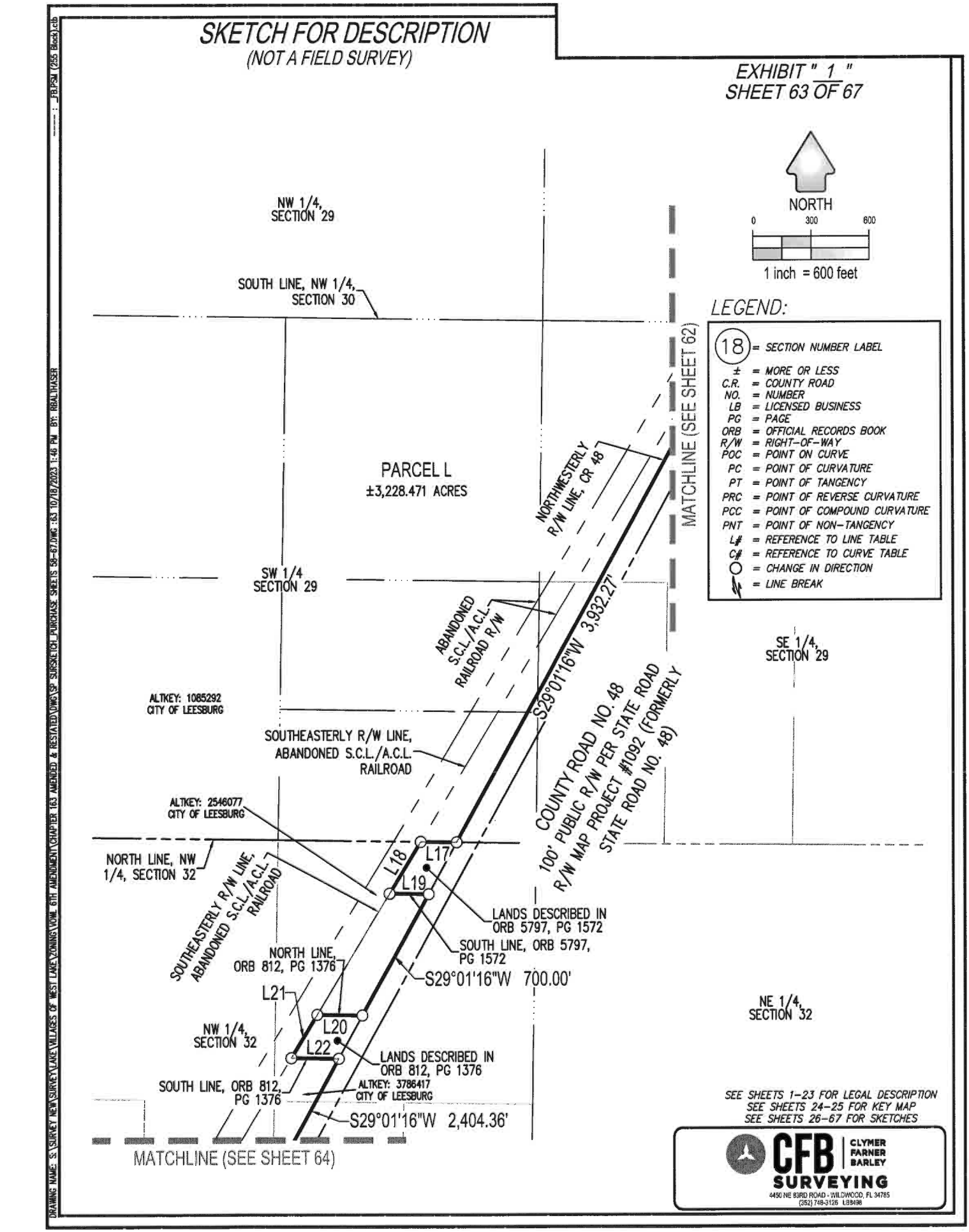
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8495

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL6\7H_AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_PURCHASE SHEETS 58-67.DWG - 61 10/18/2023 1:45 PM BY: RBALTHASER ----- : _FB(PSM (255 Black).ctb


SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)
EXHIBIT " 1 "
SHEET 62 OF 67
MATCHLINE (SEE SHEET 61)
SE 1/4, SECTION 20
ALTKEY: 1088062 CITY OF LEESBURG
ALTKEY: 3777322 CITY OF LEESBURG
SW 1/4, SECTION 21
ALTKEY: 1088054 CITY OF LEESBURG
PARCEL L
±3,228.471 ACRES
PC
S45°35'30"W 2,606.48'
20
21
ALTKEY: 3874138 CITY OF LEESBURG
ALTKEY: 3874137 CITY OF LEESBURG
NORTH LINE, NE 1/4, SECTION 29
NORTH LINE, NW 1/4, SECTION 28
29
28
NORTHWESTERLY R/W LINE, ABANDONED S.C.L./A.C.L. RAILROAD
NORTHWESTERLY R/W LINE, CR 48
ALTKEY: 1176433 CITY OF LEESBURG
C11
SOUTHEASTERLY R/W LINE, CR 48
COUNTY ROAD NO. 48
100' PUBLIC R/W PER STATE ROAD R/W MAP, PROJECT #1092 (FORMERLY STATE ROAD NO. 48)
ALTKEY: 1085292 CITY OF LEESBURG
NE 1/4, SECTION 29
ABANDONED S.C.L./A.C.L. RAILROAD R/W
NW 1/4, SECTION 28
PT
WEST LINE, NW 1/4, SECTION 28
MATCHLINE (SEE SHEET 63)
S29°01'16"W 3,932.27'
NORTH LINE, SE 1/4, SECTION 29
SOUTHEASTERLY R/W LINE, CR 48
NORTH
0 300 600
1 inch = 600 feet
SE 1/4, SECTION 29
SW 1/4, SECTION 28
LEGEND:
18 = SECTION NUMBER LABEL
± = MORE OR LESS
C.R. = COUNTY ROAD
NO. = NUMBER
LB = LICENSED BUSINESS
PG = PAGE
ORB = OFFICIAL RECORDS BOOK
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PRC = POINT OF REVERSE CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PNT = POINT OF NON-TANGENCY
L# = REFERENCE TO LINE TABLE
C# = REFERENCE TO CURVE TABLE
= CHANGE IN DIRECTION
= LINE BREAK
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8488
DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL 6\TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_PURCHASE SHEETS 58-67.DWG - 62 10/18/2023 1:46 PM BY: RBALTHASER
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SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 63 OF 67



LEGEND:

(18)	= SECTION NUMBER LABEL
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C.R.	= COUNTY ROAD
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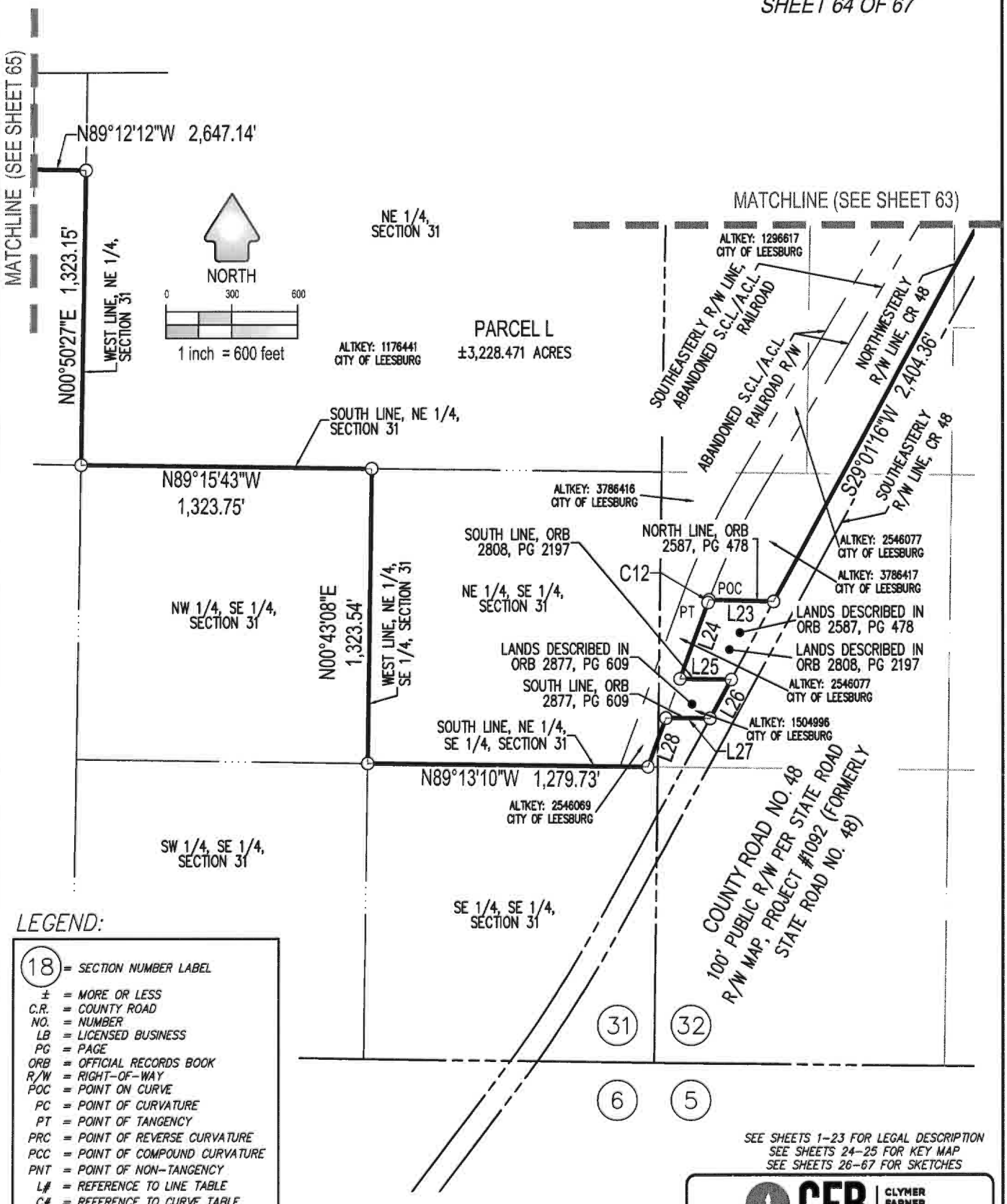
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

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

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOL. 6\1ST AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SUDSKETCH_PURCHASE SHEETS 58-67.DWG 10/18/2023 1:46 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 64 OF 67



LEGEND:

(18)	= SECTION NUMBER LABEL
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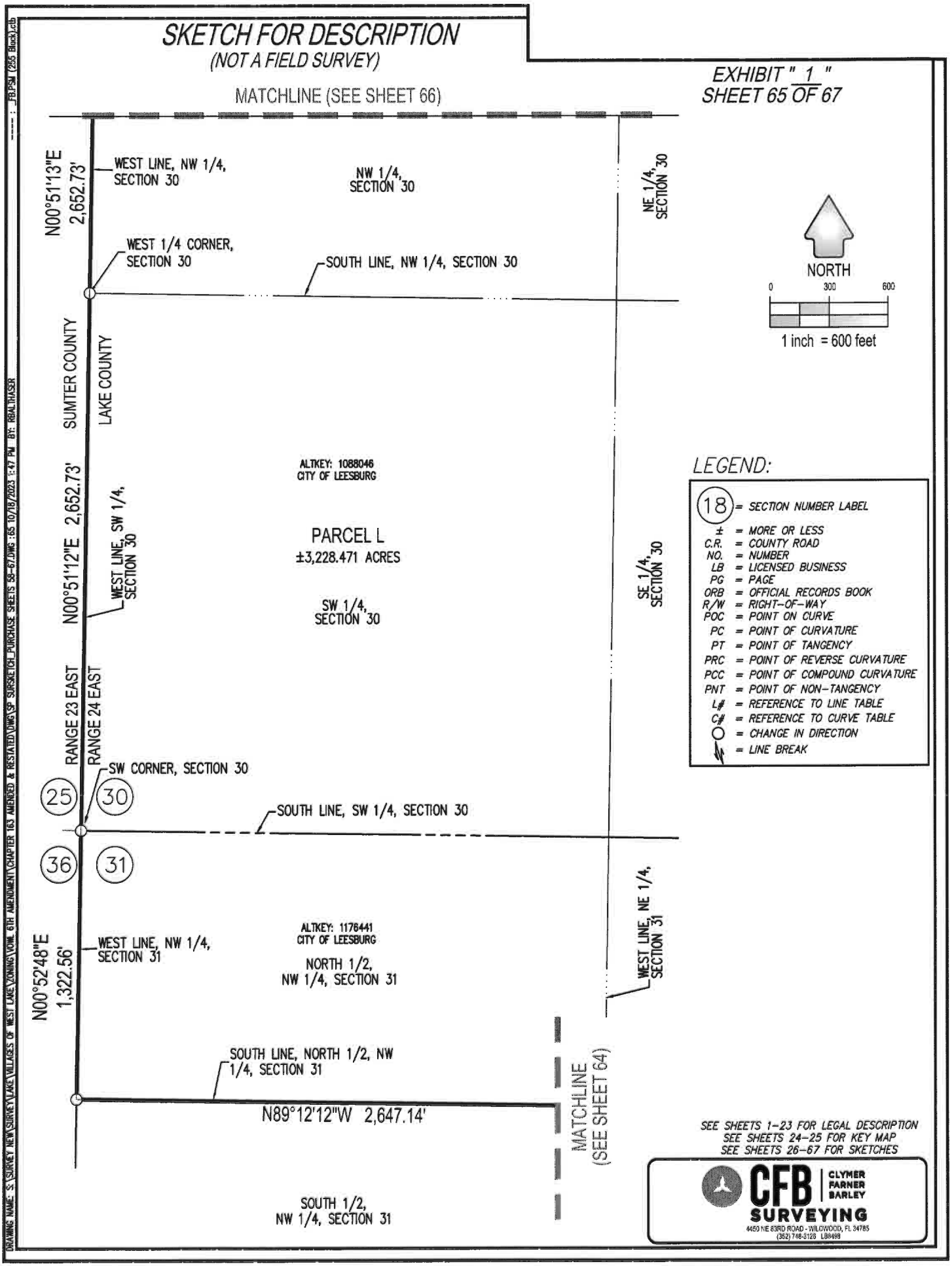
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

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

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL6 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_PURCHASE SHEETS 58-67.DWG 64 10/18/2023 1:46 PM BY: RBALTHASER
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SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 65 OF 67



LEGEND:

(18)	= SECTION NUMBER LABEL
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⚡	= LINE BREAK

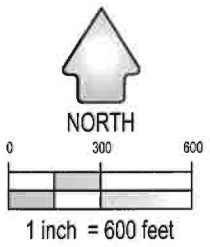
SEE SHEETS 1-23 FOR LEGAL DESCRIPTION
SEE SHEETS 24-25 FOR KEY MAP
SEE SHEETS 26-67 FOR SKETCHES

CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY LAKE VILLAGES OF WEST LAKE\ZONING\VOWL 6TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\VOWLSP SURSKETCH_PURCHASE SHEETS 58-67.DWG : 65 10/18/2023 1:47 PM BY: RBALTHASER

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 66 OF 67



MATCHLINE (SEE SHEET 58)

N00°46'51"E 2,649.40'

WEST LINE, NW 1/4, SECTION 19

NW 1/4, SECTION 19

SOUTH LINE, NW 1/4, SECTION 19

NE 1/4, SECTION 19

WEST 1/4 CORNER, SECTION 19

SUMTER COUNTY

LAKE COUNTY

WEST LINE, SW 1/4, SECTION 19

N00°45'33"E 2,649.79'

ALTKEY: 1088046
CITY OF LEESBURG

SW 1/4, SECTION 19

PARCEL L
±3,228.471 ACRES

SE 1/4, SECTION 19

RANGE 23 EAST

RANGE 24 EAST

24

19

SOUTH LINE, SW 1/4, SECTION 19

SOUTH 1/4 CORNER, SECTION 19

25

30

SW CORNER, SECTION 19

N00°51'13"E 2,652.73'

WEST LINE, NW 1/4, SECTION 30

NW 1/4, SECTION 30

ALTKEY: 1088160
CITY OF LEESBURG

NE 1/4, SECTION 30

MATCHLINE (SEE SHEET 65)

LEGEND:

(18)	= SECTION NUMBER LABEL
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C.R.	= COUNTY ROAD
NO.	= NUMBER
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PNT	= POINT OF NON-TANGENCY
L#	= REFERENCE TO LINE TABLE
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	= CHANGE IN DIRECTION
	= LINE BREAK

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

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

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE VILLAGES OF WEST LAKE\ZONING\VOL 6\TH AMENDMENT\CHAPTER 163 AMENDED & RESTATED\DWG\SP SURSKETCH_PURCHASE SHEETS 58-67.DWG - 58 10/18/2023 1:47 PM BY: RBALTHASER
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SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 67 OF 67

PARCEL L - LINE & CURVE TABLES

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	505.00'	37°27'07"	330.10'	S71°48'09"E	324.25'
C2	168.00'	111°07'45"	325.85'	N89°28'17"E	277.12'
C3	138.00'	46°10'17"	111.21'	S50°39'26"W	108.22'
C4	700.00'	119°06'05"	1,455.10'	S68°40'11"E	1,206.91'
C5	138.00'	51°17'40"	123.55'	N00°01'03"W	119.46'
C6	935.00'	1°54'03"	31.02'	N31°44'12"W	31.02'
C7	168.00'	101°21'38"	297.20'	S40°26'25"E	259.94'
C8	775.00'	64°01'58"	866.13'	S82°06'39"E	821.75'
C9	1595.00'	22°23'35"	623.38'	N77°04'09"E	619.42'
C10	168.00'	203°46'34"	597.50'	S45°24'39"E	328.79'
C11	8651.25'	16°34'14"	2,502.04'	S37°18'23"W	2,493.32'
C12	2809.20'	0°16'44"	13.67'	S20°27'23"W	13.67'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S89°21'13"E	362.78'
L2	N89°28'17"E	32.87'
L3	S00°31'43"E	160.00'
L4	S89°28'17"W	16.83'
L5	N51°46'46"E	45.87'
L6	N59°12'50"E	160.00'
L7	N88°15'57"E	295.63'
L8	S63°08'28"E	6.16'
L9	N89°40'26"E	86.96'
L10	S42°26'41"E	882.62'
L11	S00°40'32"W	457.93'
L12	S89°17'01"E	429.12'
L13	N45°35'30"E	200.12'
L14	S42°27'10"E	50.03'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L15	S45°35'30"W	200.12'
L16	S42°27'10"E	35.02'
L17	N89°13'15"W	186.77'
L18	S31°18'14"W	306.81'
L19	S89°13'15"E	200.65'
L20	N89°13'15"W	233.01'
L21	S31°18'14"W	255.67'
L22	S89°13'15"E	244.57'
L23	N88°24'41"W	296.53'
L24	S20°19'01"W	365.24'
L25	S89°21'24"E	234.00'
L26	S29°01'16"W	200.06'
L27	N89°21'24"W	201.84'
L28	S20°19'01"W	233.77'

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

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

DRAWING: 19 - PLOT (255 Black).ctb — : PLOT: 10/7/2021 1:48 PM BY: BRANDER
THIS DRAWING IS A GRAPHIC REPRESENTATION OF A SURVEY AND IS SUBJECT TO THE RESTRICTIONS AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

Land Use Conversion Table

The Villages of West Lake

Revised October 2020

Land Use Conversion		TO:																	ITE Trip Generation Manual 10th Edition PM Peak Hour Trip Generation		
	Units	Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office	Land use	ITE Code	Trip Generation Rate
FROM: Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential [1]	N/A	T= 0.35 *(X), *X is # of Dwelling Units*
Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential [1]	N/A	T= 0.20 *(X), *X is # of Dwelling Units*
Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family [2]	N/A	T= 1.23 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) [2]	N/A	T= 0.70 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) [2]	N/A	T= 0.55 *(X), *X is # of Dwelling Units*
Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), *X is # of Dwelling Units*
Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), *X is # of Beds*
Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), *X is # of Beds*
Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), *X is # of Beds*
Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), *X is 1,000 Square Feet*
Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), *X is 1,000 Square Feet*
Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), *X is # of Students*
General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), *X is 1,000 Square Feet*
Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), *X is 1,000 Square Feet*
Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), *X is # of Rooms*
Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), *X is 1,000 Square Feet*
Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), *X is 1,000 Square Feet*

[1] Source: Villages O-D Survey

[2] The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

PERMITTED USES IN THE VILLAGES OF WEST LAKE

a. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:** RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)

b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES

c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE, MULTI-USE TRAILS AND OTHER SIMILAR USES

d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)

b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.

c. COMMUNITY SUPPORT DISTRICT

4. **WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS**

The Villages of West Lake

Land Development Regulations

September 2022

Prepared by:

CFB | CLYMER FARNER BARLEY

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Chapter 1: General Provisions and Procedures

1.1. Statement of Intent

(A) Purpose

The purpose and intent of this Land Development Regulation (LDR) is to create a customized set of regulations that applies only to The Villages development(s) located within the City of Leesburg (City), Florida, which is only a portion of and supports the larger Villages community, located within Sumter County, Lake County, the City of Wildwood, the Town of Lady Lake, and the City of Fruitland Park. The regulations and requirements contained herein have been made in accordance with the City's comprehensive plan while providing the Developer a reasonable assurance that The Villages development principles can be achieved and maintained. The City's portion of the overall development needs to maintain continuity with the remainder of The Villages, as it is a mature development with most of the residential units, street system, parks, recreation, and amenities in place to serve its residents. Thus, any requirements must consider The Villages as a whole, and not simply the portion within the City. In addition, this Code provides clarity and continuity for future development of The Villages within the City. This LDR, along with The Villages Construction and Development Manual, establishes the development standards that apply to this project, as amended by the Developer. The City of Leesburg's Code of Ordinances shall not be used to govern the development of this project. Any item omitted from this code shall be established and/or resolved by The Villages Development Review Committee (DRC).

(B) Requirements

In their interpretation and application, the provisions of this LDR require the following:

(1) Promote the public health, safety, and general welfare of the residents;
(2) Protect the character and maintain the stability of residential, commercial, industrial, agricultural, educational, cultural, recreational, historical, and environmental areas within the development;
(3) Protect natural and environmentally significant resources;
(4) Provide adequate open spaces and recreation facilities, which meet the needs of the residents;
(5) Promote transportation choices to reduce traffic congestion and to improve mobility;
(6) Define the powers and duties of the DRC;
(7) Define the powers and duties of the Architectural Review Committee (ARC);
(8) Ensure that all future development approvals and permits for both new and existing projects comply with this LDR;
(9) Accomplish a more desirable community and environment than would be possible through the strict application of LDR requirements;
(10) Create functional and aesthetic developments;
(11) Preserve the natural resources of the land by providing scenic, functional, and interconnected open areas;
(12) Minimize infrastructure and cost of streets and utilities throughout the development due to an efficient use of land.

1.2. General Development Provisions

(A) Conformity with Regulations

Following, and upon adoption of, the Chapter 163 Agreement and this LDR:

(1) The regulations contained within this LDR shall be adhered to on all lands contained within the Age-Restricted Development (ARD) zoning classification known as The Villages of West Lake (VOWL);
(2) No building, structure, or land shall be used or occupied unless in conformity with all of the regulations specified by this LDR;
(3) No building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered unless in conformity with all of the regulations specified by this LDR;
(4) No building or other structure shall be erected or altered in such a manner as to exceed the permitted density or intensity provisions or occupy a greater portion of the lot area than allowed.

(B) Permit Required
No site plan or subdivision shall be approved, no plat shall be recorded, nor shall any building permit, Certificate of Occupancy (CO), or any other type of development order or permit be executed, unless the project meets all the requirements of, and has been approved in accordance with, this LDR.

1.3. The Villages Development Review Committee

The Villages DRC is a representative committee designated by the Developer to enforce the design standards that cover the commercial portion of the development. The design standards control the architectural, layout, and landscaping within the Project and provide for the authority of the Developer to enforce the design and intent of the commercial development. No commercial construction shall occur without approval from the City and the DRC.

1.4. The Villages Architectural Review Committee

The Villages ARC or its designee shall enforce the design standards and deed restrictions of the Developer that cover the residential portion of the development. The restrictions control changes to homes and home sites and provide for the authority of the Developer to enforce the design and intent of the residential development. Residential dwelling units or minor appurtenances thereto, such as private swimming pools, fences, yards, etc., shall be reviewed and approved by the ARC and permitted with the City.

1.5. Project Approval Process and Closeout Procedures

The purpose of this section is to establish consistent requirements and procedures for reviewing applications for site plan and/or subdivision approval.

(A) Projects required to obtain permits from the City shall adhere to the following process:
(1) Application for development plan approval (Appendix 2) shall be made to the City Manager or designee and include the appropriate review fee. Application shall contain electronic plans (Appendix 4), signed and sealed by a registered professional engineer. Plans shall be prepared according to the standards of this LDR. No pre-application meeting is required. However, a Developer or land owner may request a meeting with staff for the purpose of discussing the proposed development prior to the formal application for approval as requested.
(2) Within two (2) working days of the receipt of an application, the City shall determine whether the submittal is complete. Applicant will be notified immediately of an incomplete submittal.
(3) When an application is determined to be complete, it shall be distributed for staff review no later than one (1) week from the date the application was determined to be complete.

(4) All applications shall be reviewed by the staff and comments shall be delivered to the Applicant within 10 working days after application is determined complete.
(5) The City Manager or designee shall issue a development order/permit within five (5) working days of unconditional staff approval or verification that the City Commission conditions for approval have been met. No site plan or improvement plan shall go before the Planning and Zoning Board and City Commission.
(6) All site plan approvals shall terminate and become null and void automatically without notice if construction has not commenced within 24 months from the date of approval unless the Developer, City, and DRC agree to extend the approval.
(7) The City agrees to initiate a Residential Building Permit Plan Review and issue a Residential Building Permit within 24 hours of submission, excluding weekends and holidays. The City agrees to initiate a nonresidential Building Plan Review and issue a nonresidential Building Permit within five (5) days of submission, excluding weekends and holidays. The City also agrees to issue residential and nonresidential Certificates of Occupancy within 24 hours of final inspection.
(8) The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utility designs are not required to be provided to the City for review. Easements and/or tract widths for utilities not owned by the City shall be determined by the utility having ownership and maintenance responsibilities.
(9) Building elevations are not required for residential or commercial plan approval.
(10) Plan changes made to the approved plans during construction shall be provided to the City's Planning and Zoning manager and Building Department to be placed into the file of record to update their records. A modification to the permit will not be required, unless required by the Planning and Zoning manager.

(B) Closeout Procedures

Unless a later date is requested by the Developer, final inspection of site improvements shall be scheduled no more than five (5) working days after receipt of the following information:

(1) Upon completion of the public improvements, the Developer's Engineer shall submit a certificate stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of the LDR (see Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure).
(2) Prior to the acceptance of any privately or publicly maintained improvements, a registered Professional Engineer must certify in writing that the improvements were completed in accordance with the approved improvement plans and construction specifications. The Engineer will provide the Engineer's Certification of Completion and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of site approval. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction, and shall include the following certification on the submitted plans from the Engineer including signature and date:
    (a) "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."
    (b) Within 90 days of approval of the Record Drawings by the City, the Engineer will provide Final As-Built Plans, and Final Clearance of Potable Water and Sanitary Sewer Systems

by FDEP. The Engineer of Record (EOR) shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the development being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the dwelling unit. AutoCAD files of the final As-Builts will be provided to the City.

(c) The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer systems shall be cleared prior to the CO of a given dwelling unit.

(3) All building structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a CO for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for CO.

1.6. Community Development Districts

It is anticipated that the development will include one or more Community Development Districts (CDDs) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the parties that any obligations or requirements placed on the Developer may be transferred to one (1) or more CDDs for implementation and operation, pursuant to the authority in Chapter 190.

1.7. Utility Providers

The Developer or assignees shall be the provider for water, sewer, reuse, and irrigation services.

1.8. Additional Studies

No environmental, archaeological, or transportation studies are required once the ARD zoning and Chapter 163 Agreement have been adopted. Additionally, there shall be no zoning review/compliance applications for site or building permits. All notice of commencements and certification of completions shall be reviewed and approved immediately once received by the City.

Chapter 2: Definitions and Interpretations

2.1. Interpretations of Certain Terms and Words

The terminology and words within this LDR shall be interpreted as follows:

(A) The singular includes the plural and vice versa.

(B) The masculine includes the feminine and neutral and vice versa.

(C) The present tense includes the future.

(D) The word "shall" is mandatory and the word "may" is permissive.

(E) The word "person" includes an individual, child, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, and all other groups or combinations.

(F) The word "writing" includes handwriting, printing, word processed, and all other methods and means of forming letters and characters upon paper.

(G) The word "land" includes the words water, marsh, swamp, gross land area, and gross acre of land.

(H) All words defined in this LDR shall carry their customary meaning as found in Merriam-Webster's latest published edition unabridged dictionary.

(I) Unless otherwise specified at the outset of a Chapter, the definitions listed in section 2.2 shall apply within this LDR.

(J) Any abbreviations or acronyms used within this LDR are identified after the definition in parenthesis after the term below.

2.2. Definitions

Accessory use or structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Administrator: The City Manager or his designee.

Addition (to an existing building): Any walled and/or roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and/or roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Age-Restricted Development (ARD): A community/development project that meets the requirements for an age restricted community pursuant to the Federal and Florida Fair Housing requirements and where the land is planned and developed to provide housing with a mixture of housing types, plans for a mixed-use development pattern, provides for the recreational needs of its residents with amenities such as community centers, golf courses, trails, and other similar facilities, supports multiple modes of internal transportation such as bicycles, golf carts, pedestrians, and ensures protection of the environment and natural resources on-site. An ARD may include a Community Support District (CSD) which is a distinct, non-age restricted mixed use district in close proximity to the age restricted dwelling units. The CSD must, at a minimum, provide recreation and commercial uses for its residents but all land uses allowed within ARD are permitted in the CSD. Generally, the internal transportation network provided in the CSD is similar to what is found in the age restricted communities.

Alley: A private or public paved passageway between buildings or a passageway permitting access from a street to a garage or storage area.

Alteration of building: Any change in the supporting members of a building (such as load bearing walls, beams, columns and girders), any addition to a building, or any change in a building resulting from the movement of the building from one location to another.

Apartment or Condominium Building (ACB): A structure containing multiple dwelling units (DUs) in which other DUs may be located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

Applicant: A person who has submitted an application to the City.

Architect: Means an architect licensed to do business by the State of Florida.

Arterial street: A street or roadway which is used primarily for fast or heavy volume traffic.

As-built plans: The final plans amended to include horizontal and/or vertical dimensional data of actual construction with data obtained and provided by a Florida licensed surveyor and mapper.

Assisted Living Facility (ALF): A facility where residents live in private units and receive assistance with limited aspects of personal care, such as: taking medication, bathing, or dressing. Units do not contain private kitchens and meals are provided from a common dining area. Staff is on duty 24 hours per day. This definition does not include nursing homes, convalescent centers, community residential homes, or independent living facilities (ILFs).

Base flood: means the flood having a one percent chance of being equaled or exceeded in any given year. Also called the "100-year flood" and the "regulatory flood" by the Federal Emergency Management Agency (FEMA).

Buffer: A natural or landscaped area which acts as a separation area between two (2) or more land uses, parcels, buildings, stormwater management areas, or paved areas.

Building: Any structure having a roof supported by columns or walls that is used or intended to be used for the enclosure, housing, or shelter of animals, persons, or property.

Building height: The vertical distance from the mean elevation of the finished grade of a building to the highest point of the roof surface. Building height shall be stated in feet.

Building permit: A formal notice of authorization required to be obtained from the City before any new construction or major alteration or expansion of existing structures is allowed.

Building setback: The distance between a given lot line, face of building, normal water line, right-of-way line, and any portion or part of any structure.

Building setback line: A line which represents the required building setback for a given building on a given lot.

Building site: A parcel of land upon which a building or structure has been, or is intended to be, constructed.

City: The City of Leesburg, Florida.

City Commission: The governing body of the City officially known as the Leesburg City Commission, including the mayor and other Commission members.

Clinic: A health facility, or portion of a health facility, where patients are not lodged overnight, but are examined and/or treated by licensed dentists, physicians, and/or other health care personnel.

Code of Ordinances: The Code of Ordinances of the City.

Collector Roadway: A street which carries traffic from local streets to the arterial streets in residential and business areas. Such streets serve as linkages between land access and mobility. Traffic volumes and speeds are usually moderate. Collector streets shall allow golf cars.

Community Development District (CDD): A local, special-purpose government framework authorized by Chapter 190, Florida Statutes as amended, and is an alternative to municipal incorporation for managing and financing infrastructure required to support development of a community.

Community residential home: A DU licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for seven (7) to fourteen unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes with six (6) or fewer residents, which otherwise meet the definition of a community residential home, shall be deemed a single-family unit and a noncommercial, residential use. See F.S. § 419.001 (a).

Comprehensive Plan: The City of Leesburg Comprehensive Plan adopted by the City Commission and amendments thereto in compliance with the requirements of Florida statute.

Condominium: See "Apartment or Condominium Building."

Conforming lot: Any lawful lot which complies with the provisions of this LDR and other applicable City ordinances.

Conservation easement: A right or interest in real property, which is appropriate to retaining land or water areas predominately in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses; and which prohibits or limits the activities as described in Florida statute.

Construction: Shall mean the building, assembling, expansion, modification, or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing (unless an agricultural operation).

Corner lot: A lot or parcel of land which is located at the intersection of, and abutting on, at least two (2) streets.

County: Lake County, Florida.

Cul-de-sac: A local, dead-end street which has a turn-around at the closed end and is used primarily for access to the abutting properties.

Datum: A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum of 1988.Density: means the maximum amount of DUs allowed on a project site. This relationship is identified on a unit per gross developable acre basis.

Developer: Any person who engages in or proposes to engage in development either as the owner or as the agent of an owner of property.

Development: All construction activity within the limits of the ARD zoning and land use category.

Development order: Any order, permit, or other official action of the City granting, or granting with conditions, an application for development.

Ditch: An artificial waterway for irrigation or stormwater conveyance.

Dwelling: Any building, or portion thereof, which is designed to be used, or is actually used, as living quarters for one or more persons, families, or households. Such a building must be supported by, at a minimum, walls which are complete from the bottom floor to roof.

Dwelling unit (DU): A room or group of rooms which is equipped for independent housekeeping and is occupied, or is intended to be occupied, by not more than one (1) person, household, or family.

Easement: A grant by the property owner to the public, a corporation, person, or other legal entity, of the use of a specific portion of land for a specific purpose.

Enclosed use: A use which is located entirely within a structure.

Excavation: The reducing or lowering of the natural level of ground.

Federal Emergency Management Agency: FEMA

Flood Insurance Rate Map (FIRM): An official map of the City on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the City.

Floor: The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area: The gross horizontal area of all the floors in a building (including attics, basements, and penthouses). It is measured from the exterior faces or columns of the exterior walls of a building.

Floor Area Ratio (FAR): The ratio of a building's gross floor area to the area of the Project.

Florida Department of Environmental Protection: FDEP

Florida Department of Transportation: FDOT

Future Land Use Map (FLUM): The map within the future land use (FLU) element of the comprehensive plan that delineates the City's FLU designations pursuant to Florida statute.

Garage: An accessory building primarily used for the parking of one (1) or more motor vehicles.

Grade: The elevation of the ground surface.

Home Owner's Association (HOA) or Property Owner's Association (POA): An organization in a subdivision, condominium, or other similar development that makes and enforces rules for the properties within its jurisdiction.

Hotel: a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers. This definition also includes motels.

Household: One (1) or more persons, not necessarily related by blood, marriage, or other legal action, who occupy a single DU and live as a single, non-profit housekeeping unit.

Independent Living Facility (ILF): A living arrangement in which people with special needs, especially seniors with disabilities, reside in independent living units which may contain a private kitchen. The facility may provide help with everyday tasks such as bathing, dressing, and taking medication. This definition does not include ALFs, nursing homes, or community residential homes.

Institution: The structure or land occupied by a group, cooperative, board, agency, or organization created for the purpose of carrying on functions of a public or semi-public nature. Examples of an institution include a hospital, health clinic, school, church, fraternal order, civic club, and orphanage.

Intensity: The maximum amount of building square footage allowed within the Project. This relationship is identified in "Floor Area Ratio".

Interior lot: A lot other than a corner lot or double frontage lot.

Karst features: Physical features in limestone such as sinkholes, depressions, and solution tubes that act as conduits reducing the travel time of water through limestone as compared to soil or to limestone lacking karst features.

Land Development Regulations (LDR): The Villages of West Lake Land Development Regulations (LDR).

Landscaping: Living plant material and non-living durable material used in outdoor environmental design that enhances the appearance of land.

Legal Description: A "courses and distances" legal description, often referred to as a "metes and bounds" legal description, which maps the desired property when transferred to GIS mapping software.

Local street: A street which connects properties to collector streets. These roads provide service which is of low average traffic volume and of high land access for abutting properties. Local streets shall allow golf cars.

Lot: Any tract or parcel being the least fractional part of a subdivision having limited fixed boundaries. A lot may be identified by an assigned number. Furthermore, a lot is capable of being lawfully occupied and utilized for a structure and/or use as defined in this LDR.

Lot depth: The horizontal distance (excluding surface or ground depressions) between the front lot line and the rear lot line.

Lot lines: The lines bounding a lot as defined in this LDR.

Lot width: The distance between the side lot lines, measured at point where the front setback is taken.

Main or principal building: The building in which the principal use of the lot is conducted.

Maintenance: The action taken to restore or preserve the functional design or intent of any facility, system, or structure.

Mining: An area of land upon which mining operations have been conducted, are being conducted, or are planned to be conducted, as the term is commonly used in the trade. Additionally, mining shall be considered all excavation not considered Stormwater Earthworks. Excavated mined materials can be transported offsite.

Mixed use building: A building which includes two (2) or more use categories, one (1) of which should be residential.

Motel: see "Hotel".

Multi-family residential: A structure containing multiple DUs in which other DUs are located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

New construction: Structures for which the start of construction commenced on or after the effective date of this LDR.

Nonresidential Building (NRB): Any structure not containing a residential DU or residential use.

Nursing home: A facility for patients who are recovering health and strength after illness or injury, or receiving long-term care for chronic conditions, disabilities, or terminal illnesses. Facilities provide 24-hour supervised nursing care and feature extended treatment that is administered by a skilled nursing staff. The residents do not live in private units and the residents typically do not leave the facility until well enough to do so. The facilities provide personal care, room, board, laundry service, and organized activities. This definition does not include community residential facilities, ALFs, or ILFs. This definition does include convalescent centers and skilled nursing facilities.

Office: A building, room, or space where clerical, professional, or administrative activities are performed. Such a building, room, or space may be the principal structure, a portion of the principal structure, an accessory structure, or a portion of an accessory structure on a lot.

Open space: Shall include wetlands, preservation areas, greenspace, stormwater ponds, floodplain compensation areas, and landscape buffers. Open space may include areas such as trails, golf, plazas, courtyards, and other similar public areas. Open space may also include recreation areas and amenities, provided said amenities or areas are not enclosed with conditioned space. Open space shall not include areas within a right-of-way. Open space shall be calculated for the entire ARD area as a whole, not per individual projects.

Owner: The person in who is vested the fee ownership, dominion, or title of property (i.e., the proprietor). This term may also include a tenant, if chargeable under his lease for the maintenance of the property, and any agent of the owner or tenant including a developer.

Parking space: A portion of a parking area which is clearly marked as being intended for the storage of one (1) vehicle or golf car(s).

Permitted use: A use which is lawful under the terms of this LDR.

Person: Any and all persons including any individual, firm, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

Planning and Zoning Board: The City of Leesburg Planning and Zoning Board as provided for in this LDR.

Premises: A parcel of land and any structures occupying the parcel of land.

Principal building: See "Main or principal building."

Principal use: The actual primary function for which a lot and buildings upon it are used.

Private club: A building or portion thereof, owned and/or operated by a corporation, association, person, or group for a civic, educational, recreational, social, or other public or semi-public purpose.

Professional Surveyor and Mapper: A surveyor and mapper licensed by the State of Florida.

Project: The Project is the entire Villages of West Lake.

Recreational Vehicle Development (RVD): An area set aside primarily for temporary travel trailers, campers, and other recreational vehicles (RVs). This facility is intended to provide temporary, non-permanent water, sewer, and electrical hook-ups for such vehicles in exchange for a specified rate of compensation. This is considered a commercial use.

Reuse: Wastewater that is treated to meet public access standards.

Right-of-Way (ROW): An area of land over which people and goods have the right to pass or travel. A public right-of-way grants passage to all and may grant the right to park registered vehicles in accordance with City parking restrictions. A public right-of-way is a form of easement dedicated to the

City during subdivision or site plan for public use. Rights-of-way are not part of the adjacent parcels; the right-of-way boundary usually coincides with adjacent parcel property lines or tracts.

School: A building and/or property utilized for the purpose of providing formal primary, secondary, and/or post-secondary education/training.

Service street: A local street or alley used to provide rear-yard access to businesses, institutions, and residences for the purpose of providing services (for example, garbage collection or delivery services).

Sidewalk: A path that is intended for pedestrians and non-motorized vehicles. Sidewalks may be located on private property or within a right-of-way.

Sign: Any display device which is designed to visually or graphically inform, or attract the attention of, persons passing by the device.

Single Family Attached (SFA): A DU connected to at least one (1) adjacent DU by any architectural feature integral to its design or the design of its garage, excluding fences, posts, utility screen walls, stoops, driveways, walkways, and air conditioning pads.

Single Family Detached (SFD): A traditional stand-alone DU that houses a single family and shares no connection to another DU.

Site plan: The drawing(s) which put forth an applicant's proposal for the development of a particular piece of land that is certified by a registered professional engineer.

Southwest Florida Water Management District: SWFWMD

St. Johns River Water Management District: SJRWMD

Stormwater Earthworks: Excavation and filling on the project on a large scale over a large area to achieve final grades as established by the EOR and as approved by the water management district. Generating large quantities of soil via deep excavation and stockpiling the material is an approved and common use. Excavated material can be exported offsite.

Story: That portion of a building included between the surface of any floor and the surface of the next floor above it. In the event there is not a floor above the former, then the story is that portion of a building between the top floor and the ceiling above it.

Street: A public or private thoroughfare which affords the principal means of access to abutting property. Alleys shall not be considered streets.

Structure: A man-made object having a relatively stationary location on or in land or water whether or not it is affixed to the land or on a permanent foundation.

Subdivider: Any firm, corporation, partnership, person, or other legal entity who, acting as a unit, voluntarily engages in or proposes to engage in, the division of a parcel (or parcels) of land into smaller parcels of land.

Subdivision (residential):

(a) The division of any parcel of land into three (3) or more contiguous lots for the purpose of building, development, or transfer of ownership; or any division of a parcel of land requiring a new street or modification to an existing public street, or the provision of other public facilities or improvements, including but not limited to, drainage facilities and utilities. This term includes re-subdivision and, when appropriate to the context, relates to the process of subdividing or to the land or area subdivided.

(b) Subdivision shall not mean:

(1) The transfer of property by sale, gift, or testate or intestate succession from the property owner to his or her spouse or lineal descendants, provided that all required utilities are in place prior to the issuance of a development permit,

(2) The transfer of property between tenants in common or joint tenants for the purpose of dissolving the tenancy in common or joint tenancy,

(3) The sale or exchange of parcels of land between owners of adjoining properties provided that additional lots are not thereby created and that the parcels remaining are not reduced below the minimum sizes required by the LDR.

Substantial improvement: Any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during the life of a structure in which the cumulative costs equals or exceeds 50 percent of the market value of the structure.

The market value of the structure should be:

(a) The appraised value of the structure prior to the start of the initial repair or improvement, or;

(b) In the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications, which are solely necessary to assure safe living conditions.

Tower: shall mean a structure, greater than 35 feet in height (including any antennas attached thereto), which supports one (1) or more antennas, not including however any amateur radio operator antenna as licensed for that purpose by the Federal Communications Commission (FCC).

U.S. Army Corp of Engineers: ACOE

Utility: Entity providing potable water, irrigation, and/or sanitary sewer services.

Wetlands: Lands which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The definition includes all contiguous and noncontiguous or isolated wetlands to waters, water bodies, and watercourses. Wetlands include, but are not limited to, swamp hammocks, hardwood hybrid hammocks, riverine cypress, cypress ponds, bogs, wet prairies, and freshwater marshes.

Chapter 3: Zoning and Architectural Standards

3.1. General

The approved zoning for the project is Age-Restricted Development (ARD) as amended from time to time.

3.2. Principal Uses

The principle or main use(s) and associated structures of a property shall be allowed as one of the following:

A) Permitted Use

This use is hereby established as the general use(s) in the ARD zoning category as specified below and is a use of right when in compliance with the requirements of this LDR.

(1) Conservation uses: wetlands, forested lands, pastures, environmental habitats, karst areas, open water, lands set aside to be protected and other similar uses;

(2) Agricultural uses: citrus/field crop production; keeping and/or grazing of livestock; agricultural product transfer stations; silviculture; aquaculture; horticulture, greenhouses and nurseries (commercial); urban agriculture and other similar uses;

(3) Residential uses: single family detached (SFD); single family attached (SFA); multi-family residential; apartment or condominium building (ACB); dwelling units (DUs) located above the ground floor in a mixed use building (MUB); community club houses, pools, or other amenities associated with residential projects; independent living facilities (ILFs) and other similar uses;

(4) Institutional, governmental, tourism, civic, and recreational uses: public recreation facilities or parks; bed and breakfasts; hotels and motels; golf courses and driving ranges; commercial recreation facilities such as skating rinks, movie theaters, and other similar uses; health clubs and fitness centers; community residential homes; assisted living facilities (ALFs); nursing homes; skilled nursing facilities; child care facilities/day care; professional, business, and technical schools; public schools and private schools offering curricula similar to that of public schools; colleges and universities containing dormitories; churches and places of worship; museums and other cultural facilities; hospitals; veterinary clinics or temporary pet boarding; cemeteries and mausoleums; funeral homes, crematories, and other similar service establishments; private clubs and lodges; public buildings owned, operated, and used by a government entity such as city halls, city hall annexes, police and fire stations, libraries, post offices, and other similar uses; street and highway department garages or maintenance facilities; utility facilities such as electric sub stations, water and wastewater treatment plants, well sites, and other similar uses;

(5) Commercial office and business park uses: business technology parks, medical or dental offices, professional service establishments and offices; banks, credit unions, and financial institutions and other similar uses;

(6) Commercial retail uses: retail sales establishments such as department, electronic, office supply, grocery, and other similar stores; restaurants and cafes (without alcohol consumption or sales); bars, taverns, restaurants, or cafes serving alcohol (on and off-site consumption); liquor stores (sales of hard alcohol for off-site consumption); copy centers; beauty shops, dry cleaning, pet grooming, and other similar personal service establishments; specialty shops such as antique shops, art showrooms, boutiques, and other similar shops; service and repair shops for automobiles, small engines, and other similar uses; retail and wholesale commercial establishments for lumber, building, and landscaping supplies, farm equipment, and other similar uses with potential outside storage of products; auto dealerships, golf car and similar

sales; convenience stores; fuel stations; food trucks, temporary or permanent; indoor and outdoor commercial recreational uses; storage facilities (indoor); outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items; RV developments and other similar uses;

(7) Industrial uses: wholesaling, warehousing, bulk storage, or distribution establishments, and similar uses; research laboratories and associated activities; light manufacturing, assembling, processing, packaging, or fabricating; outdoor storage yards and similar uses such as junkyards, scrap yards, and salvage yards; building or landscape contractors with on-site equipment storage; concrete or asphalt plants; concrete block plants; manufacturing of nonhazardous materials; manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials; electric, gas, or energy generating facilities; solid waste transfer stations; landfills; tower and wireless communication services; mining and excavation and other similar uses;

(8) Mining: No permitting or zoning approvals within the City is required. The developer shall provide the City with the approved FDEP and water management district permit as applicable prior to construction.

B) Agricultural

The property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the property. For purposes of this LDR, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous site plans on the property. However, site plan approval is specific and does not necessarily apply to other areas on the property.

3.3. Accessory Uses and Structures

All accessory uses and structures shall be approved by The Villages DRC or ARC as applicable.

3.4. Temporary Uses

Temporary uses may be approved by the DRC.

3.5. Variances

All variances to this LDR shall be approved by The Villages DRC or ARC as applicable.

3.6. Recreational Vehicle Developments

(A) Purpose

The purpose of this section, applying to RVDs, is to provide an environment in which RVs or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this LDR.

(B) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

(C) An RV shall include:

(1) Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation, and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.

(2) Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

(3) Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
(4) Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation.
(5) Park model (or park trailer) - A transportable unit, which has a body width not exceeding 14 feet, which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development (HUD) standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
(6) Houseboat - A boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

(D) A recreational dwelling shall include:
(1) Cabin - A cabin is a small, permanent structure of no more than 1,500 square feet designed to provide lodging in a recreational area.
(2) Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
(3) Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.
(4) Tree house - An elevated, permanent platform structure used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
(5) Hill House - A permanent structure set at or just below earth plain used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

(E) Permit Process
(1) RVDs must go through the site plan approval process in this LDR.
(2) RVDs where units will be sold must also follow the Record Plat process.

(F) General provisions
(1) RVDs shall be classified as a tourism-oriented mixed-use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
(2) As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile homes, single family detached or attached dwellings, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
(a) Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

(b) Such retail establishments may be oriented to the interior or exterior of the RVD.

(G) Specific provisions

(1) All RVDs shall contain a minimum of 10 acres.

(2) There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.

(3) Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 50 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.

(4) All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

(5) A well-maintained, landscaped buffer of at least five (5) feet is required around the perimeter of the RVD.

(6) There is no minimum lot size, lot width, or lot depth.

(7) The density of 30 lots per acre may not be exceeded.

(8) Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.

(9) Adequate trash disposal facilities or services shall be provided with easy access from each site.

(10) Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.

(11) All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:

(a) No such addition or attachment shall be attached to any RV having a vehicular body length less than 20 feet.

(b) Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.

(c) No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.

(d) Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.

(e) All additions and attachments must be properly permitted as required by state and local law.

(12) All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

3.7. Buffer Requirements

Table 3-1 lists the density, intensity, lot standards, buffers, and setbacks.

Table 3-1: Density, Intensity Lot Standards, Buffers, Setbacks

Age-Restricted Development (ARD)					
Density and Intensity					
Maximum Density	30 units/ ac				
Minimum Open Space[1]	20%				
Maximum FAR[2]	0.5				
Maximum ISR	80%				
Lot Standard					
Building Type	**Single Family Detached**	**Single Family Attached**	**Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome**	**Nonresidential Building[6]**	**Commercial/ Amenity**
Minimum Living Area (sf)	400	400	400	NA	NA
Minimum Lot Width (ft)	30	NA	NA	NA	NA
Minimum Lot Depth (ft)	50	NA	NA	NA	NA
Maximum Lot Coverage (%)	100	100	100	100	100
Minimum Setbacks[3,7] (ft)					
Front	0	0	0	0	0
Rear	0	0	0	0	0
Side	0	0	0	0	0
Building Separation	*	*	*	*	*
Project Perimeter Building Setbacks[4]					
Contiguous Property not within the Development	10 ft				
Property Owned by Developer	0				
Local - Arterial Roadway	0				
Federal/State/County Road	20 ft				
Building Height[5]					
Building Type	**Single Family Detached**	**Single Family Attached**	**Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome**	**Nonresidential Building**	**Commercial/ Amenity**
Maximum Building Height[5] (ft)	50' **	50' **	50' **	50' **	50' **

* Per Florida Building Code criteria
**Unless adequate fire protection is provided.

1. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space areas will be assigned within the project as a whole, regardless of phase.
2. Up to a 3.0 FAR may be used in a town center, medical campus and similar use areas.
3. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.
4. Does not apply to what is generally known as signs, sign towers, walls and other similar features and parking.
5. The maximum building height applies unless adequate fire protection is available.
6. RVDs are considered non-residential units.
7. Water Towers and Cell Towers with wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

(A) Perimeter Buffer

The development shall include a 20-foot perimeter landscape buffer easement or tract along the VOWL boundary lines. No perimeter landscape buffer is required where landscaped open space, recreation, golf, stormwater ponds, compensating storage areas, wetlands, upland buffers, or other conservation areas are located along the property boundary. In addition, no perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

(B) Walls/ Fence

The 20-foot perimeter landscape buffer may be eliminated if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

(C) Internal Parcels

No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffer shall be required along perimeters of the project abutting properties not owned by the Developer with similar land uses.

(D) Stormwater Ponds

Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

(E) Residential Dwelling Unit Site

Where a 20-foot perimeter landscape buffer or wall/fence is required on residential dwelling unit sites, the landscape and irrigation or wall/fence shall be installed with each individual dwelling unit being constructed.

3.8. Commercial Architectural Standards

(A) Building Design

The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by the DRC. These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

(B) Specific Architectural Design Standards

(1) All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing walls, or dumpster enclosure walls. Freestanding electrical “racks” shall be prohibited, unless specifically approved by The Villages DRC.

(2) All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.

(3) Exterior building lighting is permissible if the effect is compliant with the objective of achieving a soft glow rather than brilliant or glaring effect. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.

(4) Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease interceptor.

(5) Where required, Fire Department Connections (FDCs) must be located per governing fire department specifications and near other critical utilities (i.e., power disconnect, gas, etc.)

that may need to be turned off in case of a fire, unless specifically approved by The Villages DRC.

(6) Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.

(7) All commercial rooftop equipment shall be screened with parapets, landscape, or architectural features.

(8) All commercial ground-mounted heating, ventilation, and air conditioning (HVAC) equipment shall be screened with a structural and/or landscaped screen wall.

(9) All project sign locations and design elements are exempt from the City's sign requirements and sign permits and shall be determined and approved by the DRC. These include the following:

(a) Project "Welcome" signs
(b) Primary entry wall features and signs
(c) Secondary entry wall features and identification signs
(d) Directional signs
(e) Occupant identification signs

(10) All project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society (IES) to provide safe lighting levels, to the maximum extent possible as determined by the Florida-licensed design professional who prepares the lighting layout.

(C) Landscape Design Objectives

The overall objective of landscape design in the development is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. For optimum creativity and quality, this process must be somewhat subjective, thus a limited number of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

(D) Maintenance of Common Areas

Maintenance of structures and common areas, including landscape maintenance, within the development shall be owned and maintained by the POA, HOA, and/or a CDD, at no cost or obligation to the City. The Developer/owner shall create guidelines for the maintenance of common areas.

3.9. Street Names and Address Numbers

Street names and address numbers for dwelling units and places of business on all public and private streets shall be assigned by The Villages.

Chapter 4: Site Plan Regulations

4.1. Site Plan Review Process and Permits

(A) Site Plan Requirement

An approved site plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop land for which a site plan is required except in accordance with an approved site plan.

(B) Applicability

The requirement for site plan approval applies to all sites located within the ARD zoning classification.

(C) Pre-Design Meeting

It is recommended that each applicant have a pre-design conference with The Villages DRC prior to preparing plans and permit applications.

(D) Site Plan Application

Applicants seeking site plan approval shall submit an application to the City and The Villages DRC for a concurrent review.

(E) Permits

The applicant shall obtain permits from the City, The Villages DRC, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(F) Expiration of Approvals

The approval of the site plan shall be valid for a period of 12 months. If the applicant has not obtained a permit for construction of the site within 12 months and if an extension of time has not been approved by the City Commission and The Villages DRC on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR.

(G) Plan Approval

The approved site plan shall be the governing document for all such development. Where there are conflicts or discrepancies with other city policies, procedures, ordinances, or regulations, the Villages DRC shall govern.

(H) Minor Site Plans

Minor site plans are required for nonresidential development that has been determined by the City to have limited potential for off-site impacts. Minor site plans may be approved by the Planning and Zoning Manager. Due to the limited off-site impacts, submittals are not required to provide all required information listed below. Refer to the minor site plan application for required submittals.

Minor site plans may apply to the following:

(1) Additions to existing structures that are less than 50 percent of the total square footage of the existing structure and do not exceed 2,500 square feet,
(2) Changes in use without addition to existing structures but require other on-site improvements such as stormwater or parking improvements, and/or
(3) Accessory structures such as restroom facilities, dumpsters, pavilions, amenities, golf starter facilities, guard houses, etc. that adhere to the following criteria:

(a) Does not exceed 2,500 square feet;
(b) Restricted to one (1) story;
(c) Consistent construction and architectural style as the primary structure.

4.2. Site Plan Requirements

(A) Layout
Site plans shall be prepared on sets of sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements
The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following minimum standards:

(1) Each applicable site plan sheet shall be prepared by a Florida licensed engineer or surveyor as the context requires.
(2) All applications must be accompanied by proof of property ownership in the form of a copy of a deed or the most current property tax bill.
(3) A topographic survey showing existing contour intervals of one foot for the site, extending 50 feet beyond the site boundary, where practical, and including water surface elevations for all water bodies and the date obtained; and proposed finished elevations based on the most recent United States Geodetic Survey topographic data (NAVD88), prepared by a professional surveyor licensed to do business in the State of Florida.
(4) The scale must be no smaller than one inch equals 100 feet. Information may be combined in the drawings so long as they remain uncluttered and readable.
(5) A vicinity map showing the location of the proposed site plan with relationships to surrounding streets and thoroughfares.
(6) Title sheet must include:
   (a) Location Map;
   (b) Legal Description;
   (c) Owner/consultant contact information including name, address, and phone numbers;
   (d) Index list of sheets.
(7) Geometry Plan must include – as applicable to the project:
   (a) Site data;
      - Parcel area, pavement and building area, and open space area
      - Zoning
      - Proposed land use
      - Required and actual parking to be provided
      - Flood zones, if applicable
   (b) Dimensions (including building dimensions);
   (c) Sign locations;
   (d) Dumpster pads with solid enclosures and solid gates are required. Food preparation businesses must install a dumpster pad drain connected to a grease interceptor;
   (e) Boundary bearing and distances;
   (f) Building setbacks;
   (g) Handicap spaces and signs;

(h) Traffic signs and striping - All traffic control signs (including handicap parking signs) must be installed on “decorative” posts in accordance with The Villages standards;
(i) Driveway pavement radii - All driveway entrance radii must be a minimum of 35 feet and all driveway exit radii must be 25 feet;
(j) Utility contacts.

(8) Joint use easements for shared driveways, if applicable.

(9) Grading and Drainage Plan must include:

(a) Existing topography - topographic surveys must be based on NAVD 88 datum;
(b) Proposed grades;
(c) Wetlands and/or surface waters;
(d) Storm sewer mains and inlets, including pipe lengths and percent grade;
(e) Finished floor elevations;
(f) Roof drains - downspouts are not allowed to discharge onto grass or landscape areas;
(g) Landscape berms;
(h) Proposed grading to streets, property lines, etc.

(10) Utility Plan must include the following as applicable to the site:

(a) Water mains and service lines;
(b) Sanitary sewer system;
(c) Water meter and backflow prevention assembly locations and sizes;
(d) Street lights;
(e) Nearest fire hydrant location(s);
(f) FDC, if applicable - Above-ground backflow preventers are not permitted. Fire sprinkler system backflow preventers should be located in the vertical riser within the building;
(g) Grease interceptors – required in an external location for any business supplying food services.

(11) Erosion and Sediment Control Plan – must include:

(a) Silt fencing;
(b) Inlet protection (on-site and off-site);
(c) Temporary gravel construction entrance.

4.3. Site Plan Permit Exemptions

The following project improvements are not required to obtain a permit from the City:

(A) Stormwater earthwork plans;

(B) Monument or directional signs;

(C) Clearing and tree removal;

(D) Site debris removal and burning;

(E) Non-potable wells;

(F) Onsite water, sewer, irrigation, and reuse infrastructure;

(G) Walls/fences;

(H) Lighting (photometric plans);

(I) Landscape plans;

(J) Demolition.

Chapter 5: Subdivision Regulations

5.1. General

(A) Subdivision Plan Requirement

An approved subdivision plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop or improve land for which a permit is required except in accordance with an approved subdivision/improvement plan. The requirement for a subdivision/improvement plan approval applies to all subdivisions located within the ARD zoning classification.

(B) Subdivision/Improvement Plan and Plat Application

Applicants seeking subdivision/improvement plan and/or plat approval shall submit an application to the City. The Developer may submit multiple projects for approval under a single application. The cover sheet shall state all projects seeking approval.

(C) Permits

The applicant shall obtain permits from the City, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(D) Expiration of Approvals

The approval of the subdivision/improvement plan shall be valid for a period of 60 months. If the applicant has not obtained a permit for construction of the site within 60 months and if an extension of time has not been approved by the City Commission on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR or any subsequent code in effect.

(E) Garage or Carport

Minimum one (1) car parking shall be provided per residential unit for single family dwelling units

(F) Landscape or Photometric Plans

No landscape or photometric plans are required.

(G) Commercial Roadways and Subdivisions

Non-publicly dedicated roadways and non-residential subdivisions may be constructed from time to time pursuant to individual site plan approval without the need for platting.

5.2. Procedure for Subdividing Land

All submittals of plans and applications will be made to the City. There shall be two (2) stages for the approval of all subdivision plats. These stages are intended to allow for a full and adequate review by the City in order to ensure and protect the public interest. These two (2) stages include a subdivision/improvement plan and final plat.

The mylar, or equivalent material copy of the approved final plat, will be retained by the City for the purpose of recording with the Clerk of the Courts of Lake County after approval by the City Commission. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Community Development Department to the County Clerk within three (3) days when final approval is received. No plat of lands in the City subject to this LDR shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the City Commission.

5.3. Lot Split/Lot Line Deviation

(A) Application Process

The following items and application fees are required when applying for a lot split or deviation. All submittals are to be sent to the City of Leesburg, Community Development Department for approval. All information must be supplied in digital format in accordance with the City's digital submittal standards.

(B) Submission Requirements

(1) Application form provided by City (Appendix 2)

(2) A boundary survey for all parcels that includes and identifies the following:

(a) Overall legal description of the original parcel
(b) Legal description of each parcel created
(c) Legal description of all existing and created easements
(d) All existing structures and improvements
(e) 100-year flood zone and elevation
(f) Jurisdictional wetland line and/or environmental easement

(3) Copy of the property record card or recorded warranty deed(s)

(4) Lot split review fee

5.4. Subdivision/Improvement Plan Submittal Requirements

(A) Layout

Subdivision/improvement plans shall be prepared on sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following at a minimum:

(1) Title with the following information:

(a) Proposed subdivision name;
(b) Section, township, and range of the property;
(c) Date of preparation.

(2) Scale and north arrow;

(3) Vicinity map showing relationship between area proposed for development and surrounding properties, streets, and landmarks;

(4) Legend showing information such as zoning, acreage to be subdivided, number of lots, phase number, and datum;

(5) Legal description and tax identification of the lands to be subdivided; if multiple subdivisions are submitted under a single application, the overall legal description including all projects shall be provided;

(6) Certification of registered professional engineer;

(7) Contact information of the property owner, surveyor, and engineer;

(8) Bearings and distances of boundary lines with a thicker line;

(9) Location, width, and purpose of existing and proposed easements and rights-of-way;

(10) The lot lines, typical lot dimensions, and lot numbers shall be shown;

(11) Identification of existing and proposed streets on and adjacent to the tract to be subdivided including: the name, right-of-way width and location; approximate grades and gradients; type, width, and elevation of surfacing; and legally established centerline elevations, sidewalks, paths, curbs, gutters, culverts, etc., as applicable. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown;

(12) Identification of existing and proposed utilities on and adjacent to the tract to be subdivided, including storm, sanitary sewer, water, irrigation, and reuse plans as applicable;

(13) Contours at a minimum of one-foot intervals for the tract being subdivided and extending 25 feet beyond the property line;

(14) The pipe utility systems (i.e. potable water, sanitary sewer, reuse, irrigation) for each project shall be shown on a master plan. The master plan shall indicate the general locations of all easements, mains, manholes, valves, hydrants, services, and service laterals with respect to the proposed development improvements and the existing systems. Main sizes shall be indicated on the master plan;

5.5. Final Plat Submittal Requirements

(A) Final Plat Map

The required submittals, meeting the legal requirements of platting, of the final plat shall consist of a fully-executed, correct plat map, meeting all state and City standards. The final plat shall be drawn with black drawing ink on mylar, using sheets sized 24 inches by 36 inches at a scale of sufficient size to show all detail. Each sheet shall have a marginal line completely around the sheet placed to leave three-inch binding margin on the left and one-half inch margin on the other three (3) sides. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by the Professional Surveyor/Mapper.

(B) Additional Required Submittals

Approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City:

(1) Copies of the maps shall be submitted to the Community Development Department. The sheet size shall be 24 inches by 36 inches unless another size is approved. In lieu of as-built construction drawings, one (1) of the following may be submitted: escrow agreement, performance bond, Developer's surety company completion bond, or Developer's cash completion bond.

(2) The approval of any subdivision plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided. Subdivisions being developed in a CDD shall be exempt from performance bonds.

(3) In all cases where public improvements occur, a two-year maintenance bond in the amount of 20 percent of the construction costs must be submitted. In lieu of a surety, a cashier’s check or certified check may be used as the form of guaranty when accompanied by a maintenance bond agreement. The amounts of the performance and maintenance bond must be approved as adequate by the City. At the conclusion of the two-year maintenance period, the Developer may petition the City to release the maintenance

bond. The City will inspect the public improvements and issue a determination of any public improvements covered by the bond that are in need of repair. Upon verification that all repairs have been made, the City will release the maintenance bond. Subdivisions and roadways being developed in a CDD shall be exempt from maintenance bonds.

(4) Upon submittal by the Developer's engineer of a Certification of Completion stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of this LDR; the City will have five (5) working days to provide Developer with a letter of approval. The date of the letter of approval from the City will begin the two-year maintenance period. 90 days before the two-year maintenance period is up, the Developer will notice the City that the two-year maintenance period is up. 30 days before the 90 day period ends, the City will inspect and either provide a punch list items or approval and begin maintenance of the roadway at the end of the two-year period.

(5) Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.

(6) A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.

(7) If there is a HOA, then an agreement outlining the supervision and maintenance of all common areas within the subdivision.

(8) Copies of all applicable permits (i.e. driveway, water management district, County, FDOT, etc) shall be provided.

(C) Clerk of Circuit Court Recording

Within three (3) days, the approved plat shall be submitted to the Clerk of Circuit Court for recording with the recording fee. At the time of recording, the following shall be submitted to the Clerk for distribution:

(9) The original mylar, final plat and three (3) mylar copies to be contained within the Clerk's original plat book, and

(10) An additional copy of the final plat for public record.

5.6. Completion and Inspection of Improvements

All physical improvements (including all utilities) shall be installed in accordance with the approved improvement plan. The applicant shall notify the City as to all plan modifications during construction if field conditions, or other circumstances, necessitate changes. The improvements may be completed by one (1) of the following:

(A) Prior to the filing of the final plat for approval;

(B) Surety performance bond, if applicable;

With the City Commission's approval, the Developer, in lieu of completing the improvements as stated above, shall furnish a surety performance bond to the Commission for and on behalf of the City. The bond should be sufficient to cover the cost of remaining uncompleted improvements required to be installed by the subdivider. Subdivisions and roadways being developed in a CDD shall be exempt from performance bonds.

(C) Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and other corners set in accordance with chapter 177 Florida Statutes; and/or

(D) The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review

shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

5.7. Model Homes

Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the City Engineer and final plat approval has been obtained. A developer may be allowed to obtain building permits on up to 49 percent of the approved lots within a proposed subdivision prior to the issuance of a certificate of completion by the City and final plat approval. A CO will not be issued on any model home permitted by this section until the City has issued a certificate of completion.

Chapter 6: Technical Standards

6.1. Potable Water

The specifications for the construction of the potable water system can be found within the latest edition of The Villages Construction and Development Manual (Appendix 1). The specifications shall meet FDEP criteria. The level of service for an Equivalent Residential Unit (ERU) for the potable water system is 86 gallons per day (gpd) on an average annual basis. The design criteria for the potable water system include the following:

(A) Water Valves

Water valves shall be provided as stated below for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained, and repaired water distribution system.

(1) Valves are to be placed so that the maximum allowable length of the water main required to be shut down for repair work is 500 feet for pipe sections with customer services or 1,000 feet for pipe sections without customer services.

(2) Valves are to be placed on all new fire hydrant stubs; at both ends of all jack and bore crossings; and at both ends of crossings of streets classified as major collector roads, arterial roads, or with three (3) or more thru lanes of traffic.

(3) As a general rule, the placement of the valves at a branch connection shall be downstream of the source of water.

(4) Gate valves shall be used for water mains with a diameter up to and including 12 inches and butterfly valves shall be used for water mains with a diameter of 16 inches or greater.

(5) Air release valves (ARVs) shall be installed on all transmission mains where the change in elevation is equal to or greater than 0.5 times the diameter of the water main.

(6) Two-inch blow off valves shall be installed on all terminating mains that do not include a fire hydrant.

(B) Water Mains

(1) Water mains shall be sized appropriately to meet the minimum design pressure and required fire flow.

(2) Minimum depth of all water mains shall be three-feet from the top of pipe to finished grade.

(3) All water mains, other than individual service lines, shall be looped where practical.

(C) Fire Hydrants

Where fire hydrants or fire systems are to be installed, the minimum diameter water main serving the hydrant shall be six (6) inches for looped lines and eight (8) inches for dead end lines. A maximum of two (2) fire hydrants shall be allowed on a looped six-inch water main and no more than one (1) hydrant on a dead end eight-inch water main. All hydrant connections off the water mains shall be six (6) inches in diameter. Fire hydrants shall be provided and approved by the appropriate fire department having jurisdiction over the project area.

(D) Design Calculations

Design calculations, prepared by a registered professional engineer, shall be submitted to the utility provider for review concurrent with the plans that demonstrate the capability of the proposed potable water system of providing the required fire hydrant flow (minimum 1,000 gpm) plus maximum day customer demand flow at all parts of the system. The design calculations shall demonstrate the expected operating pressures for the water system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. All

pressure connections on the existing system used for calculation purposes shall be based upon a recent fire hydrant flow test, water treatment plant operating data, etc. Water main capacity shall be designed to maintain a minimum pressure of 25 pounds per square inch (psi) at street level under all fire flow conditions.

(E) Water Services
Water services shall be installed on each lot and may be either single or double type services for subdivision lots, both residential and commercial.

(F) Separation Between Sanitary Sewers and Water Mains
The minimum horizontal separation between sanitary sewers and existing or proposed water mains shall in accordance with FDEP regulations.

6.2. Sanitary Sewer

The specifications for the construction of the sanitary sewer system can found within The Villages Construction and Development Manual, latest edition. The level of service for an ERU for the sanitary sewer system is 86 gpd on an average annual basis. The specifications shall meet FDEP criteria and minimum pipe slopes listed in Table 6-1. The design criterion for the sanitary sewer system is as follows:

(A) Manhole Connection
A drop manhole connection shall be required for all inverts 24 inches or more above the floor of the manhole.

(B) Service Lines

Unless otherwise approved by the Utility, service lines from the property line to the collection sewer shall be at a minimum depth of three (3) feet at the property line and shall be laid to straight alignment and uniform slope compliant with FDEP regulations. All service lines shall be at least four (4) inches in diameter. Cleanouts shall be provided as determined by the engineer of record, but shall not be spaced greater than 100 feet.

(C) Air Release Valves
ARVs shall be provided in high spots of force mains as shown on the drawings or as directed. If obstructions are encountered during construction that cause a dip and a consequent sharp rise in the force main, then an air release valve shall be installed at the newly created high point upstream from the dip.

(D) Design Considerations
(1) Sewers 24 inches in diameter or less shall be installed with straight alignment and grade between manholes.
(2) Manhole spacing shall not exceed 400 feet for sewer mains 15 inches or less, and 500 feet for sizes larger.
(3) All sanitary sewer mains shall terminate in manholes.
(4) All manholes and sewers shall be located in public rights-of-way or assigned easements.

(E) Sanitary Sewer Easements
Sanitary sewer easements shall be required for all gravity sanitary sewer lines which are not in a public right-of-way. Easements shall be a minimum of 10 feet wide for sanitary sewers that are not more than 10 feet deep. For sewers that are more than 10 feet deep, the easement shall be a minimum of 20 feet wide. The utility provider may approve a narrower easement.

(F) Sewer Main Dimensions
Sewer main pipe diameters shall be a minimum of eight (8) inches in diameter. Sewer service laterals shall be a minimum of four (4) inches in diameter.

(G) Mean Velocities
Sewer mains and laterals shall be designed and constructed to give mean velocities, when flowing full, of not less than two feet per second based on the Manning formula using an "n" value of 0.013.

Table 6-1: Minimum Pipe Slopes

Pipe Diameter	Minimum Slope (%)
4/6-in (building sewer or sewer lateral)	1.00
8-in (gravity sewer main)	0.40
10-in (gravity sewer main)	0.28
12-in (gravity sewer main)	0.22

(H) Sewer Main Cover
Sewer mains shall maintain a minimum cover of 36 inches. The depth of cover shall be measured from the top of sewer main to the finished grade directly above the pipe.

(I) Manholes
Manholes shall have a maximum spacing between sewer manholes shall not exceed 400 feet for sewer mains 15 inches or less and 500 feet for sizes larger A manhole shall be required for all changes in slope or alignment.

(J) Lateral Length
Lateral length shall be limited to a maximum of 150 feet. Cleanouts shall be provided at a minimum of every 100 feet.

(K) Force Mains
Force mains shall be designed to maintain a minimum velocity of two feet per second. Temporary conditions may allow lower velocities with approval from the utility provider. The working pressures within the system shall not exceed the pressure class of the pipe with a 2.0 safety factor.

(L) Valves
Valves shall be installed on all subsidiary force mains at the point of connection to the major main.

(M) Generators
Generators at sanitary lift stations shall be installed per the utility provider's discretion.

(N) Grease Interceptors
Grease interceptors shall be installed in exterior locations per MEP recommendations and subject to The Villages DRC approval.

(O) Irrigation/Reuse/Stormwater Force mains
The City acknowledges that the applicable utility may utilize the public stormwater conveyance system to transfer captured stormwater and treated reuse within the stormwater basins via gravity flow and pressure pipes to improve water conservation.

6.3. Drainage and Stormwater Management

The Stormwater Management System shall meet the criteria of the water management district and The Villages DRC.

(A) Types and Requirements

Where drainage pipes are utilized, the following standards apply:

(1) Storm sewers shall be constructed with FDOT approved material in areas owned and maintained by the City. An inlet or manhole is required at each change of alignment or grade (not to include yard drainage systems);

(2) The following maximum lengths of pipe listed in Table 6-2 shall be used when spacing access structures of any type:

Table 6-2: Pipe Lengths

Pipe Diameter (in)	Maximum Pipe Length (ft)
Less than 18	300
24 - 36	400
Greater than 42	500

(B) Minimum Requirements for Stormwater Conveyance System Design

(1) All storm sewer systems and culverts shall be designed taking into consideration the tailwater of the receiving facility or water body. The tailwater elevation used shall be based on the tailwater elevation of the receiving water body at the peak time of the design storm. Alternatively, the tailwater may be assumed to be the design high water elevation of the receiving water body for the design storm. Table 6-3 lists the minimum requirements for conveyance system design.

Table 6-3: Minimum Requirements for On-Site Stormwater Conveyance Systems

Facility	Frequency and Duration
Principal arterial bridges and evacuation routes	100-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage internal to the development	10-year 24 hours

(2) The hydraulic gradient line for the storm sewer system shall be computed taking into consideration the design tailwater on the system and the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.

(3) The minimum design criteria to be utilized for the design of pavement drainage are listed in Table 6-4.

Table 6-4: Pavement and Drainage Criteria

Facility	Frequency and Duration
Arterial streets	10-year, 24-hour, hydraulic gradient line 1.0 foot below the gutter flowline
Collector and local streets	10-year, 24-hour, hydraulic gradient line 0.5 feet below the gutter flowline

(C) Erosion protection

Standard practices shall be used to prevent erosion and the depositing of soil off-site pursuant to the requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

(D) Maintenance

Except for those stormwater management systems with the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems and the Developer, or its assignees, hereby assumes maintenance of all improvements.

6.4. Roads and Sidewalks

(A) Roads

Roads within a subdivision or other development shall be classified as public roads. All roadways and road rights-of-way will be dedicated to the City. The City will maintain all improvements within the right-of-way which include, but are not limited to, pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs.

(1) Public Roads

(a) As part of the review and approval of a public road subdivision, the City shall require that roads be designed, constructed, and paved to specifications within the latest edition of The Villages Construction and Development Manual.

(b) The access points to the project may be gated with resident-only gates by the Developer or its successors or assignees. All gates will open with a push button system allowing vehicular traffic to enter the development. All gates will allow public access.

(c) Roadways within the VOWL will not be required to connect to any properties or project not owned by the same developer.

(2) Commercial Roadway Projects

The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect public safety. For non-residential access to Major Collector Roadways see Table 6.5 below.

Table 6-5: Non-Residential Access to Collector/Arterial Roadways

Speed Limit (mph)	Spacing (Ft)
35 or less	245
36-45	440
Over 45	660

(3) Golf Cars

Golf cars are allowed to utilize the roadways within the project for all roadways signed 30 miles per hour or less. Golf car access to or from city streets or multimodal paths outside the development are prohibited unless explicitly approved by the Developer or it successors or assignees.

(B) Design Standards

(1) Cul-de-sac diameters to the right-of-way line shall not be less than 100 feet with a pavement radius of 40 feet.

(2) Dead end rights-of-way with a cul-de-sac at the terminal end shall not exceed 1,500 feet. Subdivisions with a dead end shall not require a turnaround for 250 feet.

(3) Corner radii at the intersection of two rights-of-way shall be not less than 10 feet. Minimum edge of pavement radii shall be 25 feet for residential subdivisions and 35 feet for commercial or industrial subdivisions.

(4) A paved approach apron shall be constructed where a non-paved drive or road intersects with a paved road. Driveway grade shall be a maximum of 10 percent for commercial and 25 percent for residential.

(5) Roadway centerline radii in residential subdivisions shall be designed in accordance with Table 6-6. Minimum centerline radii and other geometric design criteria shall be in accordance with Chapter 16 of the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, latest edition.

Table 6-6: Minimum Centerline Radius Criteria

Roadway	Minimum Posted Speed Limit (mph)*	Minimum Intersection Spacing (Ft)	Minimum Centerline Radius (Ft)
Local Residential	10	<20 or >100	25
Local Collector	30	100	275
Arterial Road	35	330	**

*unless otherwise posted

** Per the FDOT Design Manual

(6) Minimum intersection spacing shall be 100 feet.

(7) Tracts, easements, and other similar areas that are adjacent to the right of way can be combined with the right of way to meet minimum ROW width criteria as stated in Table 6-7 below.

(8) Roadways with inverted crown are not required to have curb.

(9) Roadway Standards following Guidelines for Geometric Design of Low-Volume Roads are acceptable as well as FDOT Greenbook. No vertical curves are required when the algebraic difference is less than 2%.

Table 6-7: Right-Of-Way Widths

Street Type	ROW Width (ft)	Roadway Lane Widths (ft)	Width of Pavement (ft)	Sidewalk
Local Residential	35	10	20	*
Local Collector	35	10	20	*
Arterial	80	11	22	*
Note: This table applies for new construction. Maintenance projects shall attempt to satisfy these requirements as deemed practical. *Sidewalk widths and locations shall be per developer.				

(C) Driveway Access

(1) There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street.

(D) Sidewalk and trail placement is per the Developer's discretion.

(E) Sign and Pavement Markings

(1) Signing and marking plans shall be required to show size, location, materials, and message of all devices.

(2) The design engineer shall design the project plans providing for installation of signs as per the requirements of this LDR. Street signs are required at every intersection. Stop signs and stop bars requiring vehicles to stop are required on the minor street at all intersections. All stop signs shall be high intensity grade. Stop signs may be 30 inches on arterial/collector roadways and 24 inches on local streets. A 30 inch stop sign shall be used when transitioning from a local street to an arterial/collector street. Signs establishing maximum speed limit are required on collector roads at intervals not to exceed 2,000 feet and at the entrance to the subdivision. Project wide speed limit signs on major roadways (i.e. CR 470) are an acceptable replacement for speed limit signs within each subdivision. The speed limit shall be determined by the project engineer in accordance with Section 316.183 and 316.18, Florida Statutes, and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Highways, Roads, and Streets in Florida, Florida D.O.T., latest edition. Dead end signs shall be erected at the beginning intersection of all discontinuous roads. No outlet signs shall be erected at the entrance intersection when an intersection is the only outlet from a street network.

(3) All sign sizes, colors, mounting heights, etc. shall be in accordance with the latest edition of The Villages Construction and Development Manual.

(4) All pavement centerline and edge markings Private or Public Roads shall be four-inch wide paint, in accordance with FDOT specifications. Stop bars shall be 24 inches wide. All other pavement marking dimensions shall comply with the MUTCD and FDOT Standard Index, latest revision.

6.5. Parking Requirements

Table 6-9 lists the minimum standards for off-street parking within the development.

Table 6-9: Minimum Standards for Off-Street Parking Requirements

Land Use	Required Parking Spaces Per Indicated Areas
Bowling Alley	3.0 Per lane
Church/Synagogue	1.0 Per 3 seats
Fiduciary Institutions	1.0 Per 300 square feet gross floor area (GFA)
Hotel	1.1 per sleeping room or rental unit
Industrial	1.0 Per 750 square feet GFA
Manufacturing	1.0 Per 750 square feet GFA devoted to manufacturing
Medical Center	1.0 Per 250 square feet GFA
Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds
Independent Living Facility	To be determined by specific occupancy
Nightclub/Bar	1.0 Per 2.5 seats
Offices	3.0 Per 1,000 square feet GFA
Restaurant and Fast Food Establishment	1.0 Per 125 square feet of gross leasable area or 1 Per 2.5 seats, whichever is greater
Multi-Family Residential Units	1.5 Per 1.0 units
Commercial or general retail independently located	1.0 Per 250 square feet of gross leasable area
Golf Driving Range	1.0 space per tee
Recreational Use	To be determined by specific occupancy
Public/Institutional Use	To be determined by specific occupancy
Mixed Use Shopping Center Under 400,000 square feet gross leasable area (GLA)	3.5 Per 1,000 square feet GLA
Mixed Use Shopping Center Over 400,000 square feet GLA	3.0 Per 1,000 square feet GLA
Storage areas	1.0 Per 2,000 square feet GLA
Theater	1.0 Per 4 seats
Warehouse	1.0 Per 3,000 square feet GFA

(A) Habitable Building Area

Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets, and similar areas of a building. Parking within the development shall be measured on an aggregate basis, and at the time of site plan submittal. The owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the project depicted in the site plan.

(B) Reconstruction

Once a structure has been constructed and parking provided pursuant to the requirements set forth in this LDR, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

(C) Loading, Unloading Zones and Stacking
Parking areas may be used as loading and unloading zones without striping or demarcation. Appropriate stacking distances shall be provided for drive thru facilities.

(D) On-Street Parking
On-street parallel parking may be constructed with a minimum width of eight (8) feet and a length of 22 feet.

(E) Modification of Parking Requirements
Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages DRC. No approval from the City is required to modify parking criteria within this LDR.

(F) Parking Space Dimensions
The minimum parking space shall be 10 feet in width by 18 feet in length. Parking spaces for the physical handicapped shall comply with the requirements of the Florida Building Code.

(G) Garage or Carport
Minimum one-car parking shall be provided per residential unit. A one-car garage or carport and driveway combination shall count as off-street parking spaces.

(H) All Other Proposed Uses
Any proposed use not found within this section shall defer to The Villages DRC.

6.6. Tree Protection

The Developer is exempt from tree protection criteria.

Appendix 1: The Villages Construction and Development Manual, Latest Edition

[UNDER SEPARATE COVER]

Appendix 2: Development and Plat Application

Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure

Appendix 4: Electronic Application Submittal

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760

Development and Plat Application

Project Name: _____

*A project name is required for all submissions. Please choose a unique name for your project.

Application Type:

___ Final Plat
___ ROW/Plat Vacate
___ Replat of Subdivision
___Improvement/Subdivision Plan
___ Lot Split
___ Site Plan

Contact Information:

Applicant Name: _____ Phone: _____
Address: _____ Email: _____
Owner Name: _____ Phone: _____
Address: _____ Email: _____
Engineer Name: _____ Phone: _____
Address: _____ Email: _____

Property and Project Information:

Property Address: _____
List Parcel Number(s):_____
Current Property Use: _____ Proposed Use of Property: _____
Current Future Land Use: _____ Current Zoning: _____

Required Submittal Items:

All items will be submitted by electronic means; ie, "BOX" or FTP Site

___ Development Services Application
___ Legal Description (Microsoft Word Format)
___ Final Plat (and supporting documentation)
___Plans (24" x 36")
___ Stormwater / Drainage Calculations (as applicable)

Applicant Signature: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form from the owner to submit application.

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760
www.leesburgflorida.gov

Engineer's Certification of Satisfactory Completion

City of Leesburg
204 N. 5th Street
Leesburg, Florida 34748

Project Name: _____

Phase: _____

In my professional opinion and to the best of my knowledge, information, and belief, the above referenced project has been completed in general conformance with the final engineering plans approved by the City of Leesburg.

Should you have any questions or comments regarding this matter, please feel free to contact our office.

Farner Barley and Associates, Inc.

By: _____

_____
(Typed Name)

SEAL REQUIRED

Registered Engineer No. _____

STATE OF FLORIDA
Date: _____

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760

Final Construction Clearance Procedures

Project Name: _____

Submittal requirements prior to issuance of Building Certificates of Occupancy (C.O.)

The following items are required to be submitted to the City in one complete package by electronic means; ie, "BOX or FTP Site.

____ One (1) Engineer of Record Certification of Completion form

____ One (1) 24" x 36" Record Drawing Plans

____ One (1) SHA-1 Form

TO BE PROVIDED WITHIN 90 DAYS OF ISSUANCE OF C.O.:

Additional submittal requirements subsequent to issuance of Building Certificates of Occupancy (C.O.).

1. **Final As-Built Plans**

2. **Final Clearance of Potable Water and Sanitary Sewer Systems by FDEP**

3. **Letter certifying that the constructed stormwater ponds have adequate volume for the project being certified complete**

The licensee must retain the hardcopy.

Upload completed Engineer's Certification of Satisfactory Completion form and submittal package, properly signed, sealed and dated to the "BOX".

ELECTRONIC APPLICATION SUBMITTAL

Name of the project: _____

P.E. Name: _____

P.E. Number: _____

Date of Document Sealing: _____

P.E. Contact information Mailing Address: _____

_____

Telephone #: _____ Email Address: _____

Name of Document	SHA-1 Authentication codes (Digest and Public Key)

PE Certification Statement, Signature, Seal and Date _____

(SEAL)

EXHIBIT 5

RESERVED

Kimley»Horn

MEMORANDUM

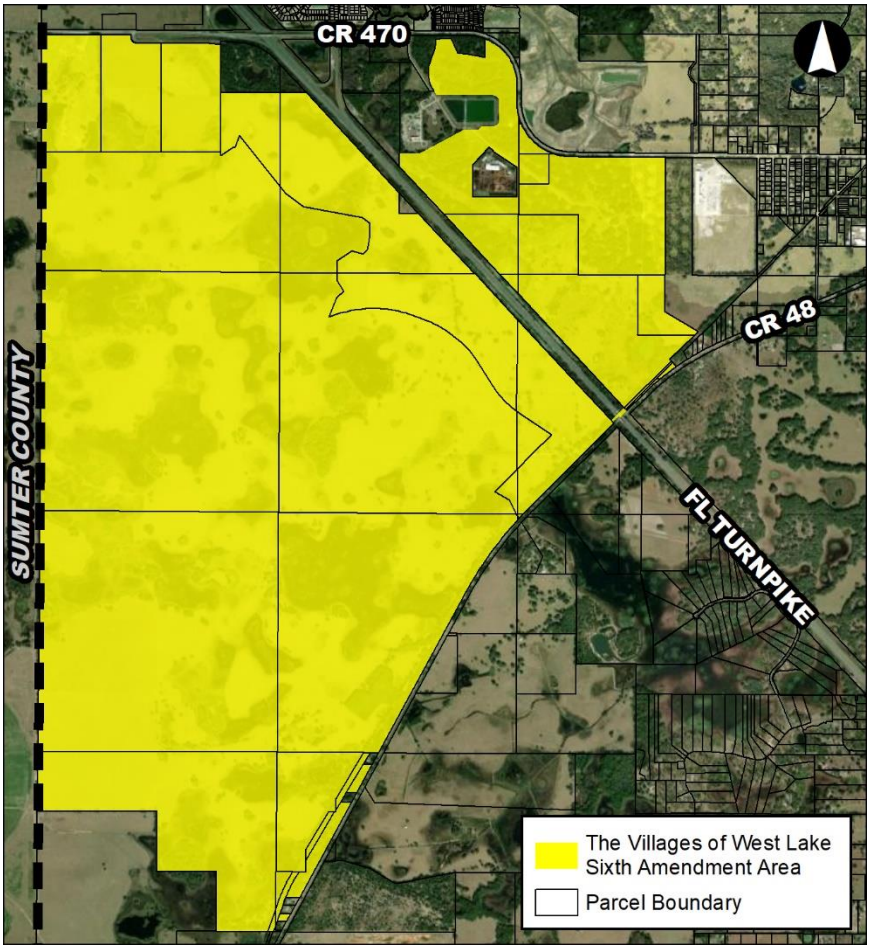
To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: July 27, 2023

Subject: Sixth Amendment to The Villages of West Lake
Transportation Analysis

This memorandum is in support of submittals for the Sixth Amendment to The Villages of West Lake in the City of Leesburg, Florida. The Villages of West Lake Sixth Amendment area is composed of 38 parcels totaling approximately 4,192.5 acres:



- One (1) 79.3-acre parcel located south of Florida's Turnpike, just south of CR 470. The parcel is currently designated as Regional Office on the County's Future Land Use Map.
- Twenty-four (24) parcels which total 3,599.6 acres located south of Florida's Turnpike and CR 470, and north of CR 48. The parcels are currently designated as Secret Promise Mixed Use (SP Mixed Use), Conservation, and FL Turnpike on the City's Future Land Use Map.
- Thirteen (13) parcels which total 513.6 acres located north of Florida's Turnpike and CR 48, and south of CR 470. These parcels are currently designated as Institutional, Industry Technology Commerce Park (ITCP), and Age Restricted Development (ARD) on the City's Future Land Use Map.

The Sixth Amendment includes the re-designation of these parcels to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

However, the Sixth Amendment proposes no new land use intensities in addition to what is currently approved for The Villages of West Lake. The current cumulative land use approved for the Villages of West Lake (and proposed for the Sixth Amendment) are as follows:

- 14,185 residential dwelling units
- 4,100,000 square feet of non-residential use

As the Sixth Amendment does not increase land use intensities from what is currently approved for The Villages of West Lake, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

Furthermore, as there is no change in land use intensities from what is currently approved for The Villages of West Lake, the Sixth Amendment is actually a reduction of development that the Sixth Amendment parcels are currently entitled for on the City's Future Land Use Map.

As is typical with long range planning, The Villages will continue partnerships and coordination with the Florida Department of Transportation (FDOT), Lake-Sumter Metropolitan Planning Organization (MPO), and others beyond this Sixth Amendment submittal to monitor the impacts of development to identify actual roadway needs in the future.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

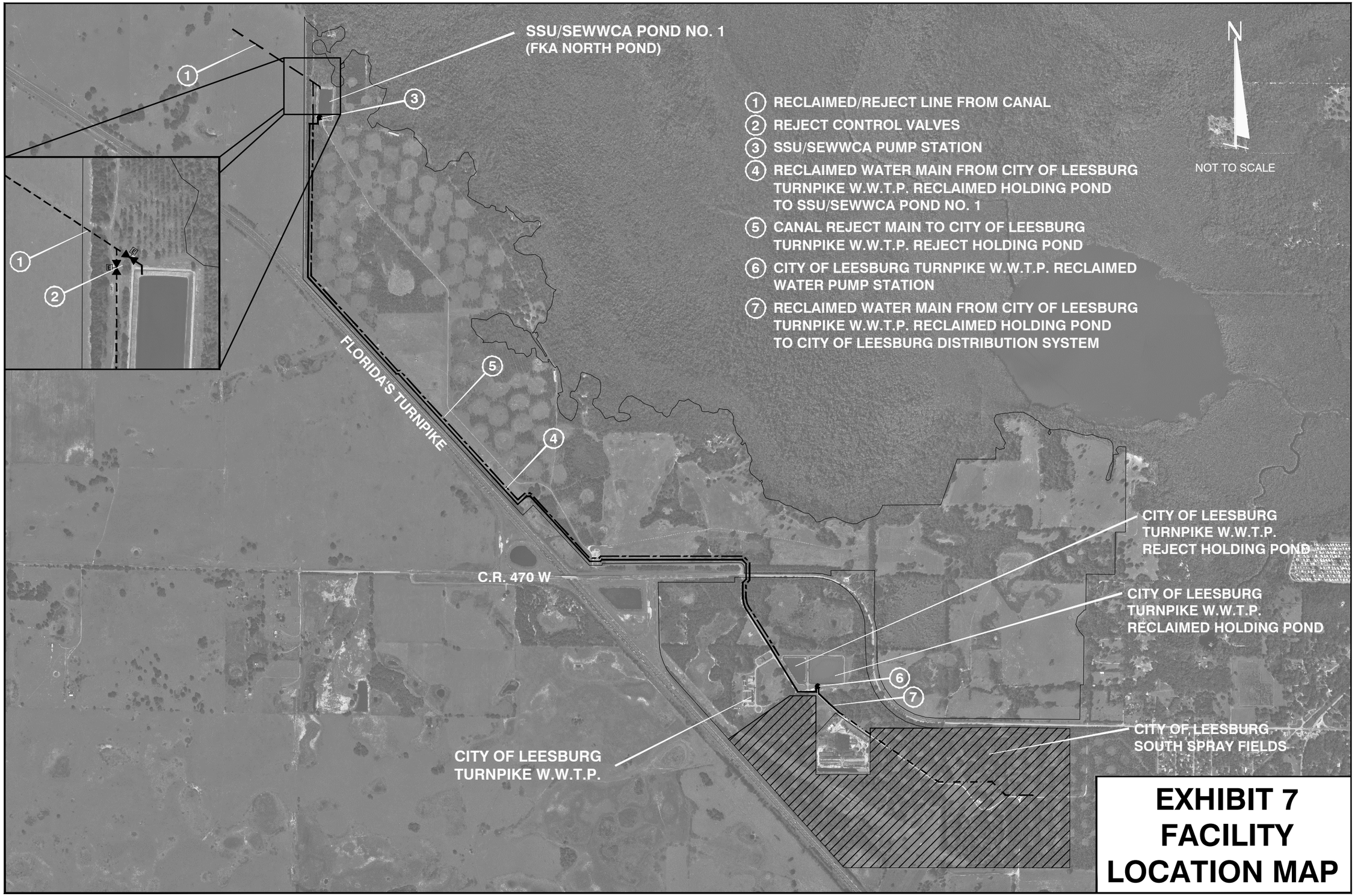


EXHIBIT 7
FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY
CITY OF LEESBURG TURNPIKE & CANAL ST WWTP
AND SSU/SEWWCA PONDS

The intent of this reclaimed water control strategy is to provide a general framework for operation of the overall system between the City of Leesburg (City) and South Sumter Utilities/Southeast Wildwood Water Conservation Authority (SSU/SEWWCA). Due to the complexity of treatment, pumping and environmental systems, there are potential scenarios and events that cannot be addressed. When these atypical events occur parties shall agree to expeditiously pursue all necessary actions to resume normal effluent operations as soon as reasonably possible.

The SSU/SEWWCA operations are to be monitored and controlled via the existing SSU/SEWWCA Supervisory Control and Data Acquisition (SCADA) System. The Canal St and Turnpike Wastewater Treatment Plants (WWTPs) Operations are to be monitored and controlled via the City's SCADA System. In the descriptions which follow, all set-points will be adjustable through the associated City's SCADA system or the Operator Interface Terminals (OIT) located at each of the City's sites. There will be no connection between the City's and SSU/SEWWCA SCADA systems.

SSU/SEWWCA Permissive Signal: The SSU/SEWWCA SCADA system will monitor the level of the SSU/SEWWCA Pond no. 1 (i.e. North Pond). This system is responsible for providing a "permissive" command to the City's SCADA System to allow the transfer of reclaimed water to the SSU/SEWWCA Pond No. 1, via the City's SSU/SEWWCA dedicated transfer pump station. This permissive will be either manually initiated by the SSU/SEWWCA operator or automatically initiated through PLC logic. The automatic mode is based on the water level in the SSU/SEWWCA Pond No. 1being below the full level (high water level, HWL). This level will be adjustable via the SSU/SEWWCA SCADA system. This level will typically be set to between 2- to 4-feet of freeboard. After the pond reaches a full level, the pond must fall by an operator adjustable level before the permissive will be reinitiated, typically 3- to 6-inches. This will prevent short cycling of the City's SSU/SEWWCA transfer pump station. If additional basins are constructed adjacent to the reclaimed water main from Turnpike WWTP to the SSU/SEWWCA Pond No. 1, that can receive reuse. the permissive signal from SSU/SEWWCA will be modified to include level monitoring of these basins.

Canal St WWTP to SSU/SEWWCA Pond No. 1
The Canal St WWTP ground storage tank has associated effluent and reject pumping facilities. Both of the pumping stations can convey flow south to the SSU/SEWWCA Pond No. 1 or the Turnpike WWTP.

Normal Operation:
Upon receipt of permissive from SSU/SEWWCA system network, the City's high service pumps will convey reclaimed water to SSU/SEWWCA based on the water levels in the reclaimed tank.

SSU/SEWWCA Non-Permissive:
If no permissive from SSU/SEWWCA system network is received and a high water level (HWL) is reached in the Canal St. WWTP reclaimed tank, the City shall coordinate with SSU/SEWWCA to determine if permission can be manually initiated. If capacity is not available in the SSU/SEWWCA Pond No. 1, the City shall actuate the control valves at the SSU/SEWWCA Pond No. 1, the pond discharge valve will be closed and the reject valve will be opened. The reclaimed water will be diverted to either the reclaimed or reject reservoirs at the Turnpike WWTP for storage. Depending on where the reclaimed water was discharged, it will be sent for disposal on the City's South spray fields, conveyed to City's Public Access Reuse (PAR) system, or delivered to an SSU/SEWWCA storage basin once a permissive signal has been initiated.

Reject Operation:
Independent of the permissive condition of the SSU/SEWWCA system network and prior to the conveyance of non-compliance (reject) water from the Canal WWTP to the Turnpike WWTP, the City shall remote actuate and manually verify position of the valves at the SSU/SEWWCA Pond No. 1. If available SSU/SEWWCA will assist to manually verify valve position. The City shall immediately notify SSU/SEWWCA of a reject condition, and shall provide the estimate duration until normal operation will be resumed. The SSU/SEWWCA discharge valve will be closed and the reject valve will be opened. Reject water will be diverted to reject reservoirs at the Turnpike WWTP for retreatment or disposal on the South spray fields. The City shall be responsible to meet the FDEP requirements for flushing and disinfecting the reuse/reject water main from Canal St WWTP to the SSU/SEWWCA Pond prior changing the control valve position and sending reclaimed water to SSU/SEWWCA. Return to reclaimed shall be a City operator decision and not an automatic process. City shall notify SSU/SEWWCA prior to returning to normal reclaimed operation. SSU/SEWWCA SCADA operators shall not have control to actuate direct reclaimed effluent from the Canal Street WWTF into the North Pond or to bypass it to reject.

Turnpike WWTP to SSU/SEWWCA Pond No. 1 and Additional Reclaimed Ponds.
The Turnpike WWTP reclaimed reservoir has three (3) pump stations: the City's PAR system pump station, the SSU/SEWWCA transfer station and the reject pump station. The reject pump station conveys flow to the south spray field.

Normal Operation:
The City's effluent pump stations will generally convey reclaimed water to SSU/SEWWCA, City's PAR distribution and reject (spray fields) based on the water levels in the reclaimed storage reservoir as indicated in the table below:

Water Level Settings	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On(1)	On(2)	On
SSU/SEWWCA Level	On(1)	On(2)	Off
Leesburg Only Level	On(1)	Off	Off

LWL	Off	Off	Off

1. Assumes demand in City's PAR system
2. Assumes permissive signal from SSU/SEWWCA

The variable speed pump stations will run to maintain an adjustable levels in the Turnpike reclaimed reservoir. Any excess reclaimed water beyond the Leesburg level will be transferred to the SSU/SEWWCA. Pumping will be suspended to SSU/SEWWCA should the level fall to below the City Only water level. The City will operate the Turnpike reclaimed reservoir in such a way as to maximize turnover of the stored effluent.

The Leesburg PAR pump station and SSU/SEWWCA station can be interconnected to send additional flow SSU/SEWWCA. It will be the City's discretion to utilize the interconnection based on anticipated system demands. The City shall notify SSU/SEWWCA before the interconnection is opened and when the interconnection is closed.

SSU/SEWWCA Non-Permissive:

If a permissive is not received from SSU/SEWWCA system network the pump stations will generally convey reclaimed water to City's PAR distribution and reject system based on the water levels in the reclaimed reservoir as indicated in the table below:

Water Level	**PAR PS**	**SSU/SEWWCA Transfer PS**	**Reject PS**
HWL	On(1)	Off	On
SSU/SEWWCA Level	On(1)	Off	Off
Leesburg Only Level	On(1)	Off	Off
LWL	Off	Off	Off

1. Assumes demand in City's PAR system

Reject Operation:

If the Turnpike WWTP enters a reject condition the City shall immediately notify SSU/SEWWCA and shall provide the estimated duration until normal operation will be resumed. At no time shall the City utilize the reclaimed holding pond for reject water. The City shall notify SSU/SEWWCA when normal operations have resumed.

EXHIBIT 9

FRANCHISE AGREEMENT
FORM DETAIL

The Form of the Franchise Agreement shall be mutually agreed to by the Parties for the following franchises which shall include audit rights:

Type of Franchise	**Annual Payment from Gross Operating Revenues**
Potable Water	5%
Wastewater Collection and Treatment	5%
Irrigation and Reclaimed Water	5%
Solid Waste Collection and Disposal	5%

EXHIBIT 10

Building Permitting and Inspection Service Delivery Agreement Between the City of Leesburg, Florida and Sumter County

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this 11th day of September, 2018, by and between the City of Leesburg ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self-government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City each provide building permitting and inspection services within their respective jurisdictions; and,

WHEREAS, The Villages® Companies undertakes various planned development projects in the City and County which cross jurisdictional boundaries; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building permitting and inspection services for The Villages® Companies will result in a more efficient and cost effective method of service delivery, ultimately enhancing economic development and promoting the safety and welfare of all of the citizens of City/County Region:

1. Service Delivery Agreement:

a. The County shall serve as the single, unified point of service for building permitting and inspections services for development by The Villages® Companies within the portion of the City which is zoned ARD (Age Restricted Development). This Agreement shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City solely for

development by The Villages® Companies within the portion of the City zoned ARD. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with State law and the The Villages® development agreement between the City and The Villages®.

b. The County shall be responsible for funding of the staff and operational costs of the services of this Agreement. Funding shall be generated from fees collected for building permit applications, reviews, and inspections for development by The Villages® Companies within the portion of the City which is zoned ARD. Fees collected for building permits, reviews, and inspections for development by The Villages® Companies within the portion of the City zoned ARD shall be the same as the then current County fee schedule.

c. The County and City agree to prepare and adopt unified operational procedures for building permit processing, review, and inspections to assure a high level of service to customers without undue delay.

d. The County shall provide for a building, permitting and inspection customer interface location within The Villages® development within the City.

2. Fire Inspections and Plan Review:

Consistent with The Villages® development agreement with the City, the County, through The Villages® Public Safety Department, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plan reviews for development by The Villages® Companies within the portion of the City which is zoned ARD.

3. Term:

The term of this agreement shall commence upon the date set forth above and be for a period of thirty (30) years, unless otherwise amended or earlier terminated as provided herein. Either party may terminate this Agreement without cause by providing the other party one-hundred eighty (180) calendar days prior written notice.

4. Dispute Resolution:

The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

a. Notwithstanding the foregoing, in the event that either Party determines, in its sole discretion and good faith that it is necessary to file a lawsuit or other

formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party Florida Supreme Court certified mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Costs of mediation shall be shared equally among the parties participating in mediation.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. Any of the time requirements set forth in this dispute resolution provision of the agreement may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such

agreement to extend time would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement to extend shall have the effect of extending any jurisdictional time requirements with regard to that claim.

5. ***Hold Harmless; Sovereign Immunity.*** To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of the Agreement. The foregoing is not intended, and shall not be construed, as a waiver by either party of the benefits of Section 768.28, Florida Statutes.

6. ***Force Majeure.*** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

7. ***Notice.*** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below or communicated through electronic mail (E-Mail) with a Read Receipt. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

If to County: County Administrator
Sumter County
7375 Powell Road
Wildwood, FL 34785

If to City: City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630

Leesburg, Florida 34749

8. ***Entire Agreement; Modification.*** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

9. ***Assignment and Subcontracting.*** No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made, unless approved in writing by the parties.

10. ***Jointly Drafted.*** The Parties agree that this Agreement is entered into knowingly and voluntarily. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

11. ***Parties Acknowledgement; Parties Bound.*** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and assigns.

12. ***Waiver.*** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. ***Time is of the Essence.*** Time shall be of the essence of this Agreement.

14. ***Severability.*** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

15. ***Counterparts.*** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. ***Law of the Agreement.*** The Parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising from or related to this Agreement.

17. ***Jurisdiction and Venue.*** The Parties to this Agreement agree that venue shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited by agreement of the parties. The Parties further agree that entry into this Agreement constitutes irrevocable consent and agreement that the exclusive venue and jurisdiction for any such dispute (including any dispute that is based on only a tenuous nexus to this Agreement) shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any and all right(s), to the removal of any such dispute to any federal court. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

18. ***Attorney's Fees; and Costs of Enforcement.*** Each Party shall at the conclusion of the resolution of any and all disputes arising from or based on this Agreement, shall pay all of its own cost and attorney's fees incurred in the prosecution or defense of said dispute. Each Party shall pay its own cost and attorney's fees without regard to which Party prevailed in the resolution dispute arising from or based on this provisions of this Agreement.

19. ***Section and Paragraph Headings.*** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

20. ***Cooperation; Supplementary Actions.*** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreemont, and which are not inconsistent with its terms.

21. ***Miscellaneous.*** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

IN WITNESS WHEREOF, the City and the County have caused this agreement to be duly executed by their authorized representatives on the dates set forth above.

THE CITY OF LEESBURG

By: _____
Mayor H.D. Roburck, III

ATTEST:
_____
City Clerk J. Andi Purvis

SUMTER COUNTY

By: _____
Al Butler, Chairman

Attest: _____
Caroline AlRestimawi, Deputy Clerk

EXHIBIT 11

DEVELOPMENT PERMITTING

(The following agency permits may or may not be needed)

1. City/County
2. Water Management District
3. Florida Department of Environmental Protection (Water and Sewer)
4. Florida Department of Environmental Protection (WUP/CUP)
5. FDOT Drainage
6. FDOT Driveway
7. FEMA
8. Annexation
9. Rezoning
10. Comprehensive Plan Amendment
11. ROW Utility Connection
12. DUKE Easement
13. SECO Easement
14. Sabal Easement
15. Health Department

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: June 10, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, Request for a Chapter 163 Florida Statutes Development Agreement Amendment for The Villages of West Lake Area B, to update the agreement to reflect year and remove information no longer needed; to clarify the definition of VLC (Villages Land Company) to include the affiliates of VLC; to add references to community support districts which allow non-age restricted residential uses; to incorporate and update the provisions that were contained in Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and amendments will be terminated when this Chapter 163 Florida Statutes Agreement Amendment is completely and fully executed; to update the agreement to reflect the current requirements in Florida Statutes for Chapter 163 Agreements; this request does not include changes to population density, building height or intensity; for a property generally located north and south of the Florida Turnpike, west of County Road 48, and east of the Sumter County line, as legally described in Sections 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, and 32, Township 20 south, Range 24 east, Lake County, Florida; and providing an effective date. (VOWL Chapter 163 Agreement Amendment Area B)

Staff Recommendation:
Staff recommends approval of the proposed revision to The Villages of West Lake Area B Development Agreement per Chapter 163 Florida Statutes and exhibits attached hereto for the property owned by Villages Land Company, LLC.

Analysis:
Chapter 163.3220-163.3243, Florida Statutes, is known as the Florida Local Government Development Act. This area of law is intended to authorize local governments to enter into agreements with developers to create provisions for specific long-term certainty regarding development rights and responsibilities for all concerned, to include the local government, the developer, as well as the general public.

Both the City of Leesburg and the Villages Land Company, LLC, by amending this agreement, incur specific obligations regarding development rights, land uses, density, and intensity of development, along

with the infrastructure agreements to include potable water and sanitary sewer services plus water utility service and building design criteria. A periodic review of the Agreement is required to ensure demonstration of good faith compliance with the terms. Included in the document are terms of amendment and revocation. Utility franchises, which are also subject to the agreement, will be added and reviewed by City Commission on an individual basis.

Procurement Analysis:
N/A

Options:
1. Approve the proposed revised Area B Development Agreement with the Villages Land Company, LLC, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Approval of this revised development agreement will not create an immediate fiscal impact on the City of Leesburg. Future development of the property under this agreement will significantly enhance the revenue stream of the City via additional ad valorem tax revenue, utility fees, and charges for service.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REQUEST FOR A CHAPTER 163 FLORIDA STATUTES DEVELOPMENT AGREEMENT AMENDMENT FOR THE VILLAGES OF WEST LAKE AREA B, TO UPDATE THE AGREEMENT TO REFLECT YEAR AND REMOVE INFORMATION NO LONGER NEEDED; TO CLARIFY THE DEFINITION OF VLC (VILLAGES LAND COMPANY) TO INCLUDE THE AFFILIATES OF VLC; TO ADD REFERENCES TO COMMUNITY SUPPORT DISTRICTS WHICH ALLOW NON-AGE RESTRICTED RESIDENTIAL USES; TO INCORPORATE AND UPDATE THE PROVISIONS THAT WERE CONTAINED IN CHAPTER 163 PUBLIC FACILITIES AGREEMENT BETWEEN THE VILLAGES AND THE CITY. THE PUBLIC FACILITIES AGREEMENT AND AMENDMENTS WILL BE TERMINATED WHEN THIS CHAPTER 163 FLORIDA STATUTES AGREEMENT AMENDMENT IS COMPLETELY AND FULLY EXECUTED; TO UPDATE THE AGREEMENT TO REFLECT THE CURRENT REQUIREMENTS IN FLORIDA STATUTES FOR CHAPTER 163 AGREEMENTS; THIS REQUEST DOES NOT INCLUDE CHANGES TO POPULATION DENSITY, BUILDING HEIGHT OR INTENSITY; FOR A PROPERTY GENERALLY LOCATED NORTH AND SOUTH OF THE FLORIDA TURNPIKE, WEST OF COUNTY ROAD 48, AND EAST OF THE SUMTER COUNTY LINE, AS LEGALLY DESCRIBED IN SECTIONS 06, 07, 08, 09, 16, 17, 18, 19, 20, 21, 29, 30, 31, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VOWL CHAPTER 163 AGREEMENT AMENDMENT AREA B)

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

Section 1.

Based upon the petition of The Villages Land Company, LLC:

THAT the Mayor and City Clerk are hereby authorized to execute a Development Agreement with **THE VILLAGES LAND COMPANY, LLC, whose address is 3619 Kiessel Road, The Villages, Florida, 32163** for a development agreement pursuant to Chapter 163.3220 - 163.3243 Florida Statutes.

THAT this ordinance shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

THE VILLAGES OF WEST LAKE AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2024~~3~~, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described, including its affiliates), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The ~~Villages of Lake-Sumter, Inc., has served as the developer of the~~ Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), the Tri-County Villages DRI, the Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of Southern Oaks and The Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has~~ve~~ been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with ~~a population of over one hundred twenty-five thousand (125,000) with~~ significant residential, recreational and ~~opportunities on-site and approximately 6 million square feet of~~ non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates have~~has~~ acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area B Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC~~The Villages of Lake-Sumter, Inc.~~; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in ~~the~~ The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area B is identified in ~~**COMPOSITE**~~ **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area B with a legal description and location map sketch attached as ~~**COMPOSITE**~~ **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area B and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, ~~and~~ February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC or an affiliate, ~~another entity affiliated with The Villages of Lake-Sumter, Inc.~~ may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) ~~to~~ provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of 30 years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six~~five~~-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing; ~~and~~

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and~~.~~

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as ~~**COMPOSITE**~~ **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	6,185 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	550,000

(B) Entitlements and Conversion Matrix.

1) The Area B Project Entitlements are shown in **TABLE 1.**

2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) ~~The~~ VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area B to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. ~~Accordingly, in the future, there may be additions of development phases or the additional property could be added to this Development Agreement by the statutory process and developed as a single phase. If this occurs additional traffic analysis will be required to determine if any additional traffic impacts are created.~~ If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project. Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Mining. Mining within the Project is a permitted use. The Developer must receive the required FDEP and SWFWMD permits as applicable prior to construction and provide copies to the City prior to construction. The mining operation does not require approval from the City.

6) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project

and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by FDOT for The Villages. These analysis showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated

February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references. ~~Potable Water and Sanitary Sewer Service~~

~~1) Provision of public facilities will be addressed in a separate franchise agreement with the City.~~

1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC,

any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see **EXHIBIT 7**) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

   a. Annual Flow to VLC (AADF) During Wet Weather Period:

   The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

   b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

   The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

   c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2.In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

   The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

   (a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:

   i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

(b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns ("VCCDD") through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected

by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC") three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars ($9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District ("CDD") Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(~~C~~KL) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria

along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be 30 years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely

against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in 30 years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be ~~the~~ The Villages Land Company, LLC. Only the Master Developer or its ~~his~~ assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out

the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749

With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida- 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2024~~3~~ and _____, 2024~~3~~.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC

By: TVL Company, LLC, its Manager

_____
(Witness Signature)

_____
(Witness Printed Name)

By: _____
Martin L. Dzuro, Manager

Date: _____

_____
(Witness Signature)

_____
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024~~2~~, by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
~~H. D. Robuck, III,~~ MAYOR

ATTEST:

_____
Date

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1 Legal Description

Exhibit 2 Land Use Conversion Matrix

Exhibit 3 Permitted Uses

Exhibit 4 General Requirements and Design Criteria

Exhibit 5 Reserved

Exhibit 6 Kimley-Horn & Associates Traffic Analysis

Exhibit 7 Facility Location Map

Exhibit 8 Reclaimed Water Operational Control Strategy

Exhibit 9 Franchise Agreement Form Detail

Exhibit 10 Building Permitting and Inspection Service Delivery Agreement

Exhibit 11 Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

PERMITTED USES IN THE VILLAGES OF WEST LAKE

a. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:** RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. **PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:**

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES
c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE AND MULTI-USE TRAILS AND OTHER SIMILAR USES
d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. **PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:**

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.
c. MINING (SEE SECTION III (A) 5) CONTAINED WITHIN THIS AGREEMENT).
~~c.~~d. COMMUNITY SUPPORT DISTRICT

4. WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

THE VILLAGES OF WEST LAKE AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this "Agreement") made this _____ day of _____, 2024, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as "VLC" and sometimes as "Developer", or "Master Developer" as hereafter described, including its affiliates), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 and the City of Leesburg, a Florida municipal corporation whose mailing address is 501 West Meadow Street, Leesburg, Florida 34749 (hereinafter referred as "City" or "Leesburg"). The City and VLC may sometimes be referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, The Villages of Sumter Development of Regional Impact (DRI), the Villages of Marion Florida Quality Development (FQD), the Tri-County Villages DRI, the Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of Southern Oaks and The Villages of West Lake are together commonly known and referred to as "The Villages"; and

WHEREAS, The Villages has been developed as a self-contained predominately age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with significant residential, recreational and non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve portions of Sumter, Lake and Marion Counties; and

WHEREAS, the properties within the existing portions of The Villages are proceeding to buildout; and

WHEREAS, VLC and its affiliates have acquired property in south Leesburg that has been designated Age Restricted Development (ARD) on the City's Future Land Use Map (FLUM) and is referred to as The Villages of West Lake (herein after referred to as the "Property" or the "Project"); and

WHEREAS, the City's Comprehensive Plan includes Future Land Use Element Policy 1.1.6 which is a site-specific policy that establishes development requirements for the Project. Policy 1.1.6 refers to The Villages of West Lake Area B Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, VLC seeks to develop this property itself or by another entity affiliated with VLC; and

WHEREAS, ARD provides for a mixed use predominately age restricted community and non-age restricted community support districts consistent with what is provided in The Villages communities; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area B is identified in **EXHIBIT 1**; and

WHEREAS, this Agreement is solely for Area B with a legal description and location map sketch attached as **EXHIBIT 1.** The Property may in the future, be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is needed to establish standards for how Area B and other areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on February 13, 2018, and subsequent amendments adopted on November 13, 2018, February 24, 2020, February 13, 2023, and May 13, 2024, with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior 163 agreements are no longer in effect; and

WHEREAS, VLC or an affiliate, may acquire additional property within south Leesburg in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development entitlements can be approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) provide assurances that VLC will be able to rely on for the life of this Agreement regarding certain development rights as identified herein; and

WHEREAS, the Chapter 163 Public Facilities Agreement between VLC and the City which was approved through Resolutions 10,287, 11,192 and 11,350 is terminated; and

WHEREAS, VLC is affiliated with the private utility companies which have or will enter into franchise agreements with the City to provide public utility services to the Project, including potable water, wastewater, non-potable irrigation and waste collection and disposal services; and

WHEREAS, the Parties wish to set forth their agreement regarding the provision of public facilities in order to properly serve the development with no adverse impact to the City's current infrastructure; and

WHEREAS, the City and VLC have agreed on a term of 30 years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Leesburg's policies in the south Leesburg area; and

WHEREAS, this development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Leesburg; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and VLC for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Leesburg the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will ensure that the public facility and infrastructure needs of this development will not have a negative impact on the City's existing or future infrastructure needs.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The property subject to this Agreement is shown by a location map, a sketch of the property and legal description in attached and incorporated as **EXHIBIT 1.**

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The future land use and zoning designation of the Property is ARD. The City has also adopted Future Land Use Policy 1.1.6 which is a site-specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL (DWELLING UNITS)	6,185 (Age Restricted)
NON-RESIDENTIAL (SQUARE FOOTAGE)	550,000

(B) Entitlements and Conversion Matrix.

1) The Area B Project Entitlements are shown in **TABLE 1.**

2) The Table 1 entitlements can be converted to other uses authorized by the City's comprehensive plan utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

3) Although not specifically listed above, all uses authorized in the City's Comprehensive Plan which are permitted within the Project are set out in **EXHIBIT 3**.

4) VLC is the Master Developer for the Project. As the Master Developer, VLC controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to,

use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

5) VLC may transfer entitlements to and from Area B to any other area within the Project without requiring an amendment to this Agreement; however, no transfer of entitlements may increase or decrease the entitlements in **TABLE 1** by more than 25% without requiring a new traffic analysis. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional property cannot be added without going through the statutory process of amending this Agreement or, at the sole option of VLC, entering into a separate 163 Agreement for future land. If additional property is added, either through an amendment to this Agreement or at the election of VLC, a new development agreement, VLC will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in the Project. The Property is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.1.6 as identified in **EXHIBIT 3**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for a Town Center, Commercial Center and Medical Campus which is 3.0 FAR. The maximum permitted building height is identified in **EXHIBIT 4**, Table 3-1. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Objective 1.1k of the City's plan with the percentages applied to The Villages of West Lake project as a whole.

2) Agricultural. The Property has historically been used for agricultural activities and VLC may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan and vertical construction commences. For purposes of this Agreement, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Site Plan is approved for one area and vertical construction commences, then agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Recreational Vehicle Developments. Pursuant to Future Land Use Element Policy 1.1.6 (j) recreational vehicle developments are permitted within the Project.

Recreational vehicle developments may include recreational vehicles, short-term rentals, long-term rentals and sales. Recreational vehicle developments must meet the development and design standards as identified in **EXHIBIT 4**.

4) Wireless Communications Towers and Antennas. Wireless Communications Towers and Antennas (including cell towers) are one of the Permitted Uses within the Property and are thus exempt from Article X of the City's Land Development Code for the siting of cell towers because of the location within this Project, the surrounding buffering and the required public process for this Agreement. The site is suitable for cell tower uses because the location, design and construction of cell towers would be compatible with surrounding uses and would require similar buffering requirements from neighboring uses.

5) Mining. Mining within the Project is a permitted use. The Developer must receive the required FDEP and SWFWMD permits as applicable prior to construction and provide copies to the City prior to construction. The mining operation does not require approval from the City.

6) Additional Land Uses. Additional land uses other than those permitted under the Comprehensive Plan require approval by the City through an amendment to the City's Comprehensive Plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the Comprehensive Plan amendment process.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis (see **EXHIBIT 6**) was the following:

1. No new off-site transportation improvements are needed for city and state roads for the time period and development scenario analyzed.
2. The developer has the option to construct transportation improvements providing additional capacity above what is required to support the Project and seek to enter into an impact fee reimbursement agreement with the government agency responsible for maintenance of the facility.

2) Concurrency Reservation. Pursuant to Capital Improvement Element Policy 1.8.7, the City agrees to reserve traffic concurrency for roadways within the City of Leesburg, for the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis (see **EXHIBIT 6**).

3) Traffic Assumptions. The City agrees that VLC may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) VLC may rely upon the latest origin and destination data and analysis from studies performed by Kimley-Horn & Associates and approved by FDOT for The Villages. These analysis showed a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age-restricted nature of the development with less persons per household and fewer work trips.

b) VLC may assume that the City will permit VLC in the future to assume the amount of PM peak hour trips identified in the Kimley-Horn & Associates analysis are approved (see **EXHIBIT 6**).

4) Traffic Conversion to Other Land Uses. VLC may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's Comprehensive Plan, only so long as the total trips generated do not exceed the trips permitted in **EXHIBIT 6**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. VLC must provide the City notice of at least 30 days in advance of using the Conversion Table with no approval required by the City.

5) New Traffic Analysis. If VLC proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 5. of this Agreement and conversions pursuant to Section IV (A) 4. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed.

6) Transportation Modes. VLC will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide for golf cart access and other modes of transportation for the purpose of reducing reliance on automobiles.

7) VLC acknowledges that development on the Property will be subject to Lake County's impact fee ordinances and also any agreements entered into between VLC and its affiliates, and the County for credits against such ordinances.

8) The City and VLC agree that roads within the Property will be designed and constructed in accordance with The Villages Land Company, LLC Development Order dated February 13, 2018, as may be amended in the future, and The Villages, Villages West Lake Land Development Regulation, **EXHIBIT 4** attached thereto. Notwithstanding Sections 18-108 and 109, Leesburg Code of Ordinances, such roads and right-of-ways will be dedicated to the City and the City, upon such dedication, shall be solely responsible for the operation and maintenance of the improvements within the right-of-way, including pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals and all required Manual on Uniform Traffic Control Devices street signs. The City's road maintenance obligation of such dedicated roads and right-of-ways will not include maintenance for landscaping or stormwater, which will be performed by VLC, a CDD, defined below, or an affiliate of VLC. Subject to any reservation for non-public utilities, including telecommunications or such other utilities provided by franchise from the City, or such other reservation identified by VLC, the dedication of such right-of-ways

shall be set forth in the final Plat, in accordance with Sec. 25-477(2), Leesburg Code of Ordinances, and accepted by the City upon recording. Deeds will be provided to the dedicated areas conveying record title in Leesburg's name and Leesburg will accept deeds for such purposes.

(B) Reclaimed Water – Current Allocation. WUDD took over the reclaimed water responsibilities of SSU and SEWWCA and now owns SSU and SEWWCA. SSU and SEWWCA are still present in text and exhibits for ease of historical references.

1) The City's wastewater treatment plants' generation of reclaimed water exceeds the present demand for the use of reclaimed water as an alternative source for irrigation water supply within and outside of the City's municipal boundaries. Under the City's consumptive use authorization, the City is required to provide its customers reclaimed (i.e., treated effluent) water as an alternative water supply for non-potable uses, including irrigation water. The City agrees that VLC, or affiliated private utilities, will provide irrigation water service to the Property through a separate grant of a franchise for such service. The City agrees to supply VLC, through its affiliates, with treated reclaimed water from the City's wastewater treatment plants as one of VLC's main sources of irrigation water (hereinafter "Reclaimed Water") in such quantities as may be available and excess to the Maximum Non-VLC Demand as defined in Section IV.(B)2) below, up to a maximum of 6.50 MGD on an annual average daily flow basis ("AADF") to supply such irrigation water to its customers for such irrigation purposes. The City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield. The City understands and agrees that without providing VLC such Reclaimed Water, the City will be required to otherwise dispose of reclaimed water. For purpose of Section IV.(B) of this Agreement, the term VLC shall include its affiliated private utility companies, unless the context of that term would indicate otherwise.

2) Irrigation Reclaimed Water Reservation and Allocations. In order to supply VLC sufficient Reclaimed Water, the City agrees to provide to VLC, at no cost to VLC, any and all Reclaimed Water produced at the City's wastewater treatment plants (the "City Plants") in excess of up to a maximum of 1.5 MGD AADF and up to 2.0 MGD on a maximum month average daily flow basis ("MMADF") (collectively the "Maximum Non-VLC Demand"). The maximum quantity of reclaimed water supplied to VLC shall be 6.50 MGD AADF. However, the City acknowledges that, if VLC is able to receive reclaimed water, any available reclaimed water will be delivered to VLC instead of being discharged to the South Sprayfield, and such action may result in the amount supplied to VLC to exceed 6.50 MGD AADF. Reclaimed water generated from the City's WWTPs above a total capacity of 6.5 MGD AADF will be available to the City to distribute at the City's discretion. However, should quantities above 6.50 MGD AADF be available for use, the City, at their discretion, may offer such additional reclaimed water to VLC for their use and VLC may choose to accept such excess reclaimed water.

New or expanding land development or re-development projects that will require wastewater service in excess of the capacity of 2.5 MGD at the City's Canal Street WWTP or 4.0 MGD at the City's Turnpike WWTP shall require (i) an additional quantity of Reclaimed Water disposal capacity to be available to the City of no less than the wastewater

generated by such customers on a daily basis via storage or alternative disposal methods so as to not reduce the South Spray Field Capacity, and (ii) securing or provision of a supplemental supply source of water for such projects to meet irrigation demands without diminishing the quantity of Reclaimed Water available to VLC as otherwise provided in this Agreement.

1. Notwithstanding the VLC actual demand for Reclaimed Water, and except during wet-weather operations as otherwise provided for in this Agreement, VLC agrees that it will receive Reclaimed Water into the North Pond (see EXHIBIT 7) and/or other VLC basins as they are available, and it is the intent of VLC to receive the maximum quantity of reclaimed water available per the sections above. However, the Parties acknowledge that there will be wet weather periods that impact the demand for irrigation water. During these wet weather periods, VLC agrees to receive, during any calendar year, the quantities described as follows:

    a. Annual Flow to VLC (AADF) During Wet Weather Period:

        The AADF of wastewater to all City WWTPs for the prior calendar year up to a maximum of 8.0 MGD, minus the AADF of all Non-VLC Demand for the prior calendar year up to a maximum of 1.5 MGD, minus 3.0 MGD.

    b. Maximum Month Flow to VLC (MADF) During Wet Weather Period:

        The most recent monthly average daily flow to all City WWTPs up to a maximum of 8.0 MGD minus 2.5 MGD. VLC shall not be required to receive such quantity of Reclaimed for longer than 1 month in any 12 month period.

    c. During calendar year 2019, VLC shall be required to receive reclaimed water at a minimum AADF of 0.75 MGD

2. In response to a Wet Weather Event, which is defined as a weather event of a severe nature, such as a hurricane or similar, the City acknowledges that VLC may not receive any reclaimed water for a period of up to ten (10) consecutive days. During months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculations of Section IV.(B)2).

3. The Parties recognize that it is of the utmost importance to VLC to conserve water resources, and the City acknowledges that VLC is the primary recipient of reclaimed water of up to 6.50 MGD AADF as it becomes available. The City understands and agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to the City delivering Reclaimed Water to existing and future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, such circumstances will result in the under-utilization of VLC's investment pursuant to this Agreement or other agreement with the City and

significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such overuse by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

The Parties recognize that wastewater plant operations have periodic circumstances that may result in operational conditions that could prevent the delivery of reclaimed water to VLC. In the event of an operational condition that prevents the delivery of reclaimed water to VLC, the City agrees to make all reasonable efforts to resume delivery of reclaimed water to VLC at the earliest possible time. Should the City fail to expeditiously proceed with all reasonable efforts or refuse to remedy an operational condition, such action or inaction will significantly and negatively impact the operations of VLC, and that the impacts, costs, and other damages resulting from such circumstances are impossible to quantify in advance. VLC could also be liable for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions, or forfeitures, and would suffer other incalculable damage to VLC. In the event of such failure to act by the City, City shall make payment to VLC in accordance with the Payment for Breach section below.

4. Payment for Breach: The City shall pay to VLC the greater of (a) or (b) below for using other water resources to meet its customers' demand for irrigation water and/or VLC's liability for possible violations of regulatory authorizations and other obligations, including fines, penalties, sanctions or forfeitures.

(a) The City shall reimburse VLC or exceedances of both AADF and MMADF basis an amount equal to the result of the formula of:

i. Average Annual Daily Flow Basis (AADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 2.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand AADF (1.5 MGD) for the month the overage occurred.

ii. Maximum Monthly Average Daily Flow Basis (MMADF)

Reimbursement shall be established based on the higher of the prevailing Tier 1 irrigation rate paid by the VLC residential customers or the City reclaimed water customers multiplied by a factor of 3.0 multiplied by the amount of excess usage in gallons above the maximum Non-VLC Demand MMADF (2.0 MGD) for the month the overage occurred.

Regarding calculations of Payment for Breach, during months when reclaimed water is discharged to the South Sprayfield because of a Wet Weather Event, the days of discharge to the South Sprayfield will not be included in the calculation of the AADF or MMADF. In addition, during Wet Weather Events, discharge to the City's public access reuse customers (Non-VLC Demand) will not be included in the AADF or MMADF calculations. City shall provide separate records of all discharges during the Wet Weather Event.

(b) Costs actually incurred by VLC as fines, fees or other monetary assessments payable to a governmental agency as a result of City's breach of this Agreement.

5. The City shall provide VLC monthly reports reflecting the monthly quantity of Reclaimed Water generated by each City Plant, the monthly reclaimed water delivered to VLC from each City plant, the monthly amount of water disposed on the South sprayfield, and the monthly Non-VLC Demand of the City's customers supplied by each City plant. City shall be required to meter all reclaimed customers and discharge locations. Within thirty (30) days from receipt of such report or such other information reasonably required by VLC, if applicable, VLC shall prepare and deliver to the City an invoice for reimbursement as provided above, together with such documentation as may reasonably be required to support the invoice, including the amount to be reimbursed in such invoice. VLC shall also utilize meters installed by VLC on each reclaimed water discharge from the City's system to the VLC storage areas to assist with reclaimed water management. Such meters will be calibrated by VLC every two years or at a different frequency as required by FDEP permit. Unless the City objects in writing to the amount of the invoice by delivering such written objection and the basis for such objection within fifteen (15) days of receipt of the invoice, the City will be deemed to have approved the invoice and pay the invoice within forty-five (45) days from the receipt of the same. In the event of a timely written objection, the City shall promptly pay (e.g., within 45 days after receipt of the invoice) all undisputed amounts of the invoice, and the City and VLC agree to work in good faith to reconcile any disputed items associated with such invoice.

The City also agrees that in the event VLC is required to use other water resources to meet its customer demand for Reclaimed Water due in part or whole to: (i) the City delivering Reclaimed Water to existing or future customers in volumes that exceed the Maximum Non-VLC Demand in accordance with the provisions of Sections IV.(B)1) and IV.(B)2) above, or (ii) City fails to expeditiously proceed with all reasonable efforts or refuses to remedy an operational condition that prevents the delivery of reclaimed water to VLC, and the City does not resume delivery of Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water or proceed with all reasonable efforts, within seventy-two (72) hours of written demand from VLC, actual damages may be insufficient to compensate VLC, and consequently, that the equitable remedy of specific performance, requiring the City to deliver Reclaimed Water to VLC in sufficient quantities to meet its customer demand for Reclaimed Water, is available. The existence of this right shall not preclude VLC from pursuing

any other rights and remedies available to it at law, in equity or as otherwise provided in this Agreement.

3) Minimum Water Quality for Reclaimed Water. The Reclaimed Water delivered by the City to the SSU/SEWWCA ponds or the City's reclaimed water storage facilities shall at a minimum, meet the applicable public access reuse water quality standards adopted by the Florida Department of Environmental Protection, or such other governmental entity with regulatory authority over the use of Reclaimed Water as provided in this Agreement. It is understood that the City is constructing a reject water diversion main from the transmission main that discharges water from the Canal Street Wastewater Treatment Plant ("WWTP") to the North Pond to the reject water storage pond at the Turnpike WWTP. This reject water diversion is being installed to maintain an emergency back-up to the City's Canal Street WWTP reject water management system. If reject water is inadvertently discharged to the North Pond and/or the SSU/SEWWCA system by the City such that FDEP requires cleaning or rehabilitation, the City shall be responsible to reimburse all associated costs incurred by VLC or its affiliated private utility companies for such cleaning and rehabilitation activities.

4) Operational Coordination. The City shall deliver and VLC agrees to accept the Reclaimed Water in SSU/SEWWCA reuse ponds, as generally described in **EXHIBIT 8**. The City and VLC will in good faith coordinate the volume and timing of the Reclaimed Water delivery to the SSU/SEWWCA Reuse Pond 1, and VLC agrees to operate the Reclaimed Water storage and distribution system in order to receive the Reclaimed Water to the extent reasonably practical. VLC shall have the right to be delivered all reclaimed water not utilized by the City's customers, in accordance with the limits defined by this Agreement. VLC shall promptly notify the City of operations and maintenance issues or events that would preclude VLC from receiving Reclaimed Water. The City shall promptly notify VLC of operations and maintenance issues or events that would preclude the City from delivering Reclaimed Water to SSU/SEWWCA. In the event that either VLC cannot receive Reclaimed Water or the City cannot deliver Reclaimed Water, subject to the provision in Section IV.(B)2) above, the Parties agree to expeditiously pursue all necessary actions to resume normal reclaimed water operations as soon as reasonably possible, and the City shall have the right to recover all actual damages it suffers as a result of its inability to deliver Reclaimed Water to SSU/SEWWCA that are in excess of the durations established by this Agreement through no fault of the City.

Under any condition where the inability of VLC to receive Reclaimed Water results in a Reclaimed Water overflow of the South Sprayfield or City's Reclaimed Water storage systems and the City is assessed a fine from a regulatory agency, such fine will be paid by VLC. City agrees that it will incorporate all best management practices, including coordination with its customers to take additional Reclaimed Water, to avoid the potential for any overflow that may result in a fine. City also agrees to diligently pursue negotiations with the regulatory agency to minimize the potential for a fine to be assessed.

5) Alternate Reclaimed Water Disposal System. At all times during the term of this Agreement, City agrees to maintain an alternate reclaimed water disposal system with a FDEP permitted capacity of 3.0 MGD on an AADF basis and an actual hydraulic capacity of 8.0 MGD for a maximum ten (10) day period. The capacity may be at the South Sprayfield, generally depicted on **EXHIBIT 7**, or through other means such as deep injection wells, rapid infiltration basis or a sprayfield at an alternate location that can be supplied water from the City's South Pond Reclaimed/Reject Pump Station.

6) Wet Weather Event Operations. Where extreme wet-weather events, such as hurricanes, occur or are expected to occur which or are reasonably likely to result in no Reclaimed Water demand, Reclaimed Water storage ponds operated by the City, VLC or other entities are at capacity and the South Spray Field can no longer accept additional loading, the City and VLC will work collaboratively to identify reclaimed water management options and operational conditions, including increased irrigation application rates to City and VLC common areas and golf course customers, to the extent feasible, and utilizing any capacity in storage ponds owned or operated other entities receiving Reclaimed Water from the City to utilize and store excess reclaimed water.

(C) Reclaimed Water – Future Allocation

1) The total quantity of reclaimed water reserved by Leesburg from its Canal Street and Turnpike Wastewater Treatment Plants will be limited to 1.5 MGD on an annual average daily flow basis (AADF). All reclaimed water in excess of 1.5 MGD AADF from these WWTPs will be made available from Leesburg to VLCs affiliated utility companies. Additional reclaimed water allocation beyond that contemplated in Section IV.C. of this Agreement will be addressed through a separate agreement between VLC or one of its affiliated utility companies and Leesburg.

(D) Fire and Emergency Medical Service

1) The Developer and City agree that Fire and Emergency Medical Service within the Property, to include fire prevention and suppression, rescue services and emergency medical services (non-transport) shall be provided by the Village Center Community Development District, or its assigns ("VCCDD") through The Villages Public Safety Department, pursuant to a separate Interlocal Agreement between the City and VCCDD. The City agrees that the Leesburg Fire Assessment Fee, as applicable, within the Project shall be the same as the Leesburg Fire Assessment Fee imposed by the City outside of the Project, and that payments for the Annual Fee (as described in the aforementioned Interlocal Agreement) shall not be made from revenue derived from new municipal service benefit units or municipal service taxing units created solely and specifically for the purposes of generating revenue to pay for the Annual Fee.

(E) Solid Waste Collection and Disposal Services

1) In lieu of the requirements of Chapter 11, Article II of the City's Code, the Developer shall provide solid waste collection and disposal services through a company selected by Developer and, as provided in Section (H), the City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company (ies), a franchise as may be necessary for the provision of

such solid waste collection and disposal within the Property. The solid waste collection within the Property may be "single stream" recycling and plastic bags rather than containers.

(F) Impact Fees. The City and Developer agree that only Law Enforcement impact fees will be paid to the City. Such impact fee shall be paid at the time of receipt of a building permit for that portion of the Project that is subject to the building permit request. City will cooperate in good faith with VLC to confirm with Lake County that the development of the Property qualifies for a School Impact Fee Exemption because the project operates as an adult only community under Section 22.14(5) of the Lake County Code.

1) Wastewater Collection and Treatment Impact Fee Credit. In accordance with that certain Agreement for Reservation and Provision of Wastewater Services dated November 13, 2017 (the "Wastewater Agreement"), the City has reserved for the benefit of the VLC affiliate South Sumter Utility Company, LLC ("SSUC") three million (3,000,000) gallons per day of wastewater treatment capacity at the City plant located at 1600 County Road 470, Leesburg, Florida (the "Turnpike Plant"). In accordance with the Wastewater Agreement, SSUC shall pay the City Nine Million Dollars ($9,000,000.00) as provided for in paragraphs A.2, B.2 and B.3 of the Wastewater Agreement (hereinafter the "Wastewater Reservation Fee"). VLC is not required to pay the City's Wastewater System Capacity Impact Fee until such time as the annual average daily flow from the Property exceeds three million gallons per day, and in such event, such impact fees to be paid by VLC shall be such fees as charged by the City at such time. The City agrees that credits may be provided in advance of Capacity Payment Schedule established in the Wastewater Agreement so long as such advanced credits to not exceed the Wastewater Reservation Fee.

2) Water System Capacity Impact Fee. Pursuant to Ordinance 2018-2, adopted on January 22, 2018 (the "Ordinance"), the City granted a non-exclusive franchise to SSUC to construct, own, operate and maintain potable water service and facilities to provide potable water to, among other areas, the Property (see **EXHIBIT 1**). In accordance with such Ordinance, SSUC, an affiliate of VLC, shall provide potable water to the Property under the franchise granted by the City. Since potable water will be provided to the Property through a private affiliated utility under the Ordinance, VLC is not required to pay the City's Water System Capacity Impact Fee for any development within the Property. In the event of a SSUC Permit Denial (as defined in the Ordinance) and a denial of the City's Water Assignment (as defined in the Ordinance), the City and VLC shall amend this Agreement to address the payment of Water System Capacity Impact Fees, to the extent applicable or necessary, and applicable credits.

(G) Building Code Inspection and Plan Review

1) Building code inspection and plan review services shall operate pursuant to the executed agreement between the City and Sumter County which is attached as **EXHIBIT 10**.

(H) Recreation

1) The City and Developer agree that Recreational facilities for the Property shall be provided by the Developer, VCCDD, or assigns with no requirement to pay Recreation Impact Fees for the Project.

(I) Franchise and Franchise Fee

1) The City has granted a non-exclusive water use franchise to SSUC, an affiliate of VLC, as set forth in City Ordinance Number 2018-2. The City shall, to the extent permissible by law, grant to VLC, or its affiliated utility company(ies), such franchise as may be necessary for the provision of potable water, wastewater collection and treatment, irrigation water (a component of which may be reclaimed water) and solid waste collection and disposal by VLC, or an affiliated utility company, within the Property, such franchise(s) to be granted in a form substantially similar to the attached **EXHIBIT 9**, incorporated herein as if fully stated herein. Except to the extent that a franchise has been previously granted by the City to VLC, or its affiliated utility, the franchise fee associated with the grant of a franchise shall be five percent (5%) of the franchisee's gross operating revenues. Operating revenues shall mean all user fees collected from the sale of such services provided to customers within the franchise territory. Operating revenues shall not include customer deposits, meter fees, contributions-in-aid-of-construction, or other non-user fees.

(J) Community Development District ("CDD") Or Other Municipal Taxing District

1) Upon the request of VLC, or its affiliates, the City agrees to reasonably and promptly cooperate with and assist VLC with the creation and approval of CDDs or other type of municipal special taxing districts as allowed by Florida law; provided however, in such event, VLC agrees that any such CDD or district will be required to waive any right it would have to incorporate into a separate municipality under Florida law.

(K) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Lake County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA. The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 4**. The Project shall adhere to the attached general requirements and design criteria along with The Villages Construction and Development Manual to establish the development standards that apply to this project as amended by the Developer. Any item omitted from this Agreement shall be established and/or resolved by The Villages Development Review Committee.

VI. GOVERNING LAWS AND POLICIES. The Project is governed by this Agreement and the City of Leesburg Code of Ordinances for the duration of this Agreement. The City of Leesburg Code of Ordinances applicable to the Project are those in effect as of October 24, 2022. The local government may apply subsequently adopted laws and policies to the development

subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide VLC with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes VLC is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to VLC offices or by certified mail, return receipt requested. Such notice shall allow VLC to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between VLC and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether VLC is in compliance. If the determination is non-compliance, VLC shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Development Agreement shall be 30 years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party without consent or approval of the City.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the required comprehensive plan amendment goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in 30 years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior 163 agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be The Villages Land Company, LLC. Only the Master Developer or its assigns may seek an amendment to this Agreement and no consent of the other property owners within the Project shall be required. All property owners within the Project shall receive notice of any proposed amendments pursuant to Section 163.3225, Florida Statutes.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
501 West Meadow Street
Leesburg, Florida 34749

With copy to:

City Attorney
City Hall
501 West Meadow Street
Leesburg, Florida 34749

For the Master Developer:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2024 and _____, 2024.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Development Agreement as of the date set forth below.

WITNESSES:

_____
(Witness Signature)

_____
(Witness Printed Name)

THE VILLAGES LAND COMPANY, LLC

By: TVL Company, LLC, its Manager

By: _____
Martin L. Dzuro, Manager

Date: _____

_____
(Witness Signature)

_____
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of physical presence, by Martin L. Dzuro as Manager of TVL Company, LLC, Manager of The Villages Land Company, LLC, who is personally known to me.

_____
Notary Public

_____
Name (typed, printed or stamped)

LEESBURG CITY COMMISSION

By:_____
MAYOR

ATTEST: _____
Date

_____
ANDI PURVIS, CLERK

Approved as to Form:

_____
CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Permitted Uses
Exhibit 4	General Requirements and Design Criteria
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Facility Location Map
Exhibit 8	Reclaimed Water Operational Control Strategy
Exhibit 9	Franchise Agreement Form Detail
Exhibit 10	Building Permitting and Inspection Service Delivery Agreement
Exhibit 11	Development Permitting

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

LAND USE CONVERSION MATRIX

EXHIBIT 3

PERMITTED USES

EXHIBIT 4

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS

EXHIBIT 7

FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY

EXHIBIT 9

FRANCHISE AGREEMENT FORM DETAIL

EXHIBIT 10

BUILDING PERMITTING AND INSPECTION SERVICE DELIVERY AGREEMENT

EXHIBIT 11

DEVELOPMENT PERMITTING

Holtzman Vogel

HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

March 12, 2024

Dan Miller, Director
Planning and Zoning Department
City of Leesburg
204 North 5th Street
Leesburg, Florida 34748

Re: Submission of Amendments to The Villages of West Lake Chapter 163 Agreements for Areas A and B

Dear Dan:

I am writing this letter on behalf of our client, The Villages Land Company, LLC (VLC), in order to submit amendments to the approved Chapter 163 development agreements for The Villages of West Lake Areas A and B between our client and the City of Leesburg. The proposed amendments are mostly to reflect the Secret Promise comprehensive plan amendment and to incorporate the provisions of the existing Public Facilities Chapter 163 Agreement between the City and the Villages into the West Lake Agreements. The amendments also address the latest statutory requirements for 163 Agreements and the current requirements of the Project. Below is a detailed summary of the amendments we are proposing:

1. Incorporate the Secret Promise property along with other adjacent properties (Area A only).
2. Update agreement to reflect year and remove information no longer needed etc.
3. Clarify that the definition of VLC includes the affiliates of VLC.
4. Add references to community support districts, which are not new and allow non-age restricted residential.
5. Incorporate and update the provisions that were contained in the Chapter 163 Public Facilities Agreement between The Villages and the City. The Public Facilities Agreement and the amendments will be terminated when this 163 Agreement amendment is executed. The majority of the changes are included in pages 8 through 17 of the proposed Agreement.
6. Update the agreement to reflect the current requirements in Florida Statutes for 163 Agreements.

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

Florida Statutes requires two public hearings in order to enter into a 163 Agreement. We are requesting that this proposed Agreement be heard by the City of Leesburg at the following hearing dates:

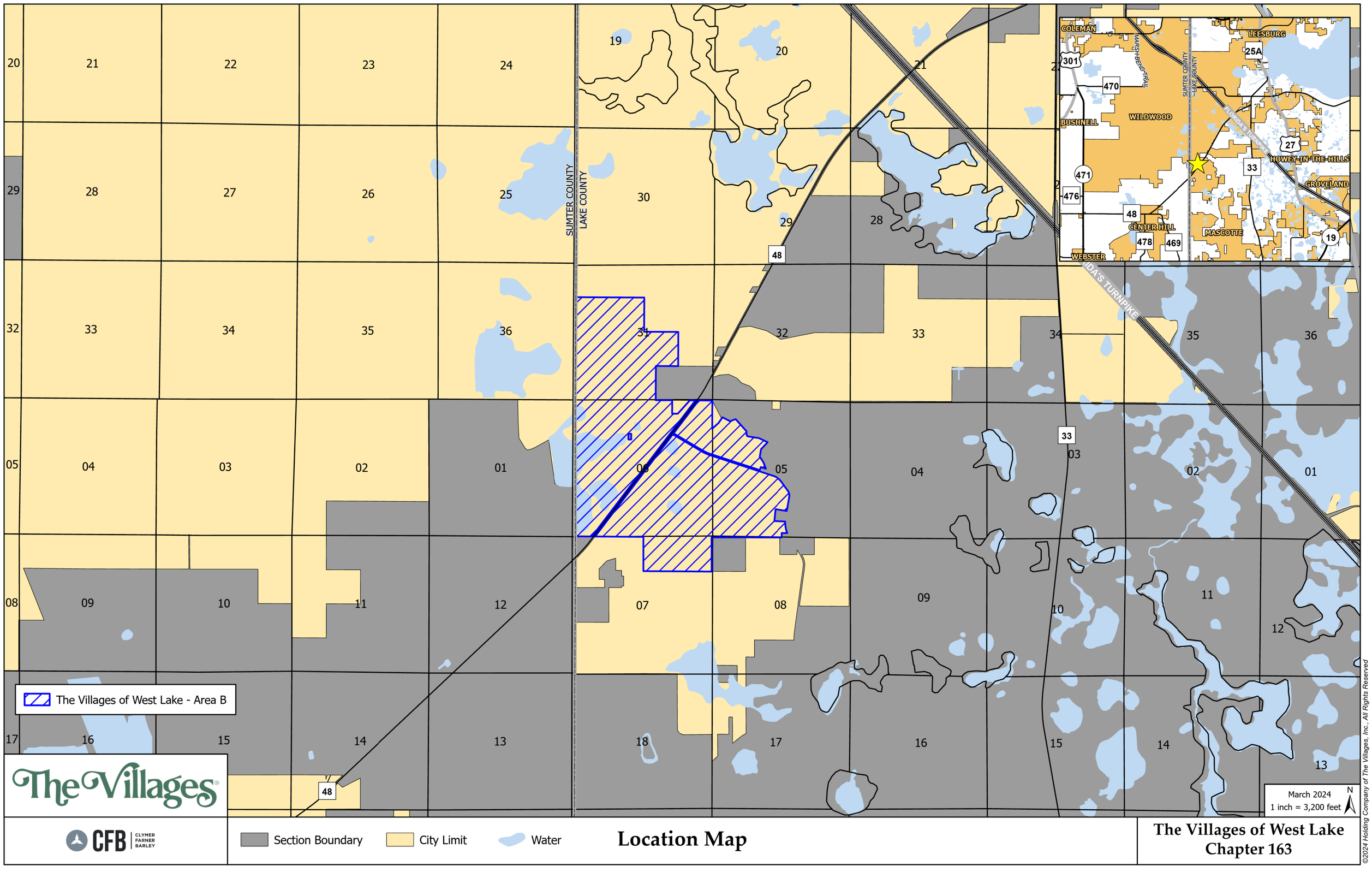
- City Commission (1st Public Hearing) – April 22, 2024
- City Commission (Adoption Hearing) – May 13, 2024

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

Sincerely,

Darrin Taylor

cc: Martin L. Dzuro, The Villages Land Company, LLC



Location Map

The Villages of West Lake
Chapter 163

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THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

LEGAL DESCRIPTION:

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET

EXHIBIT "1"

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD N0. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY,

EXHIBIT "1"

PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

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

TRACT 3:

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING

EXHIBIT "1"

THE VILLAGES OF WEST LAKE

CHAPTER 163 AGREEMENT – SIXTH AMENDMENT

AREA "B" 1,230.42 ACRES±

TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

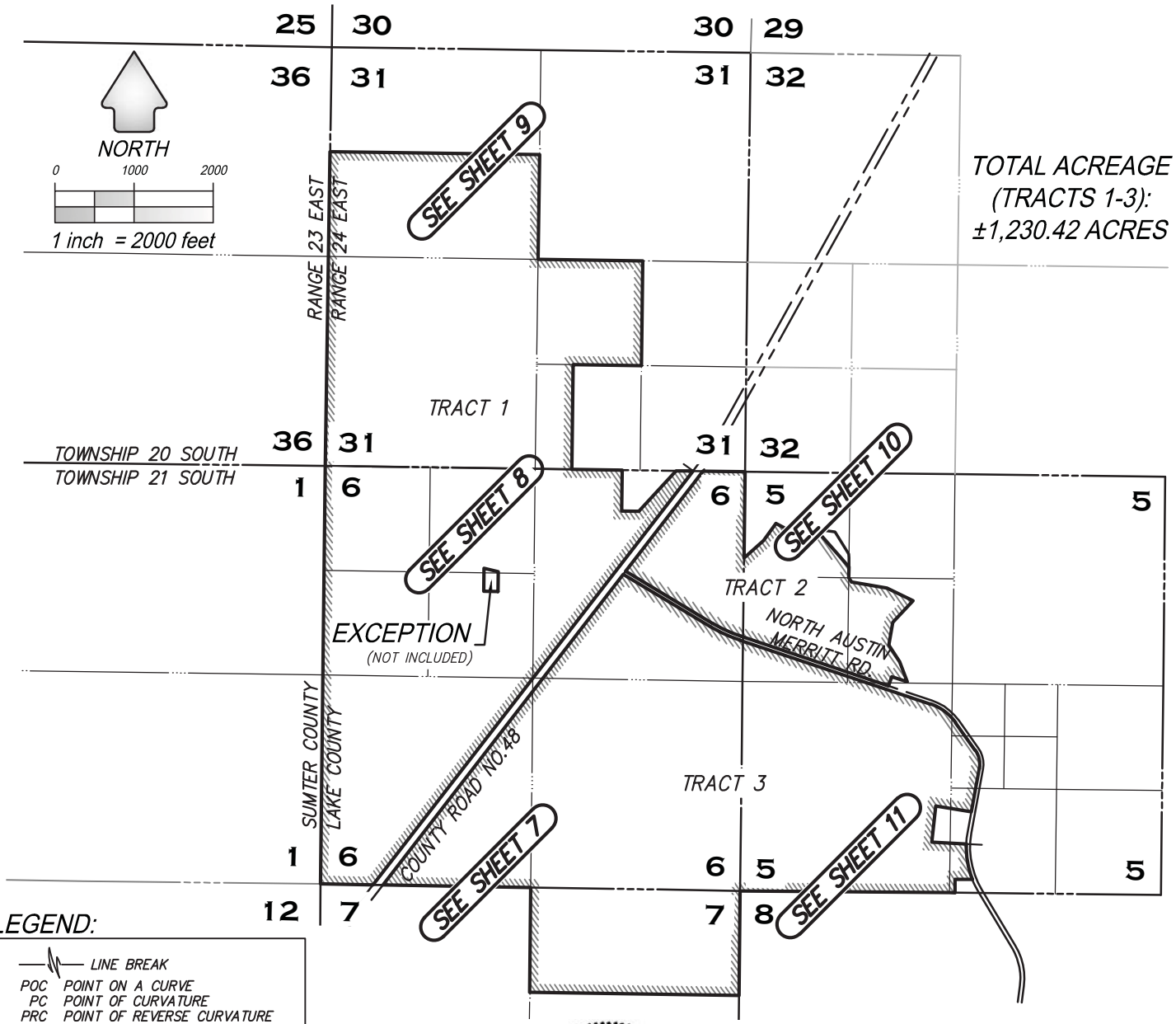
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 6 OF 12

KEY MAP- AREA "B"
CHAPTER 163 AGREEMENT
TOWNSHIP 20 & 21 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA



LEGEND:

—\/—	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
L1	LINE TAG LABEL (SEE TABLE)
C1	CURVE TAG LABEL (SEE TABLE)
O	CHANGE IN DIRECTION
6	SECTION NUMBER

JEREMY D. HALLICK
License Number 6715
STATE OF FLORIDA
Professional Surveyor and Mapper

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

SEE SHEETS 1–5 FOR DESCRIPTION
SEE SHEETS 7–11 FOR SKETCH
SEE SHEET 12 FOR CURVE & LINE TABLES

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SKETCH IS SUBJECT TO REVISION UPON COMPLETION OF A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT.

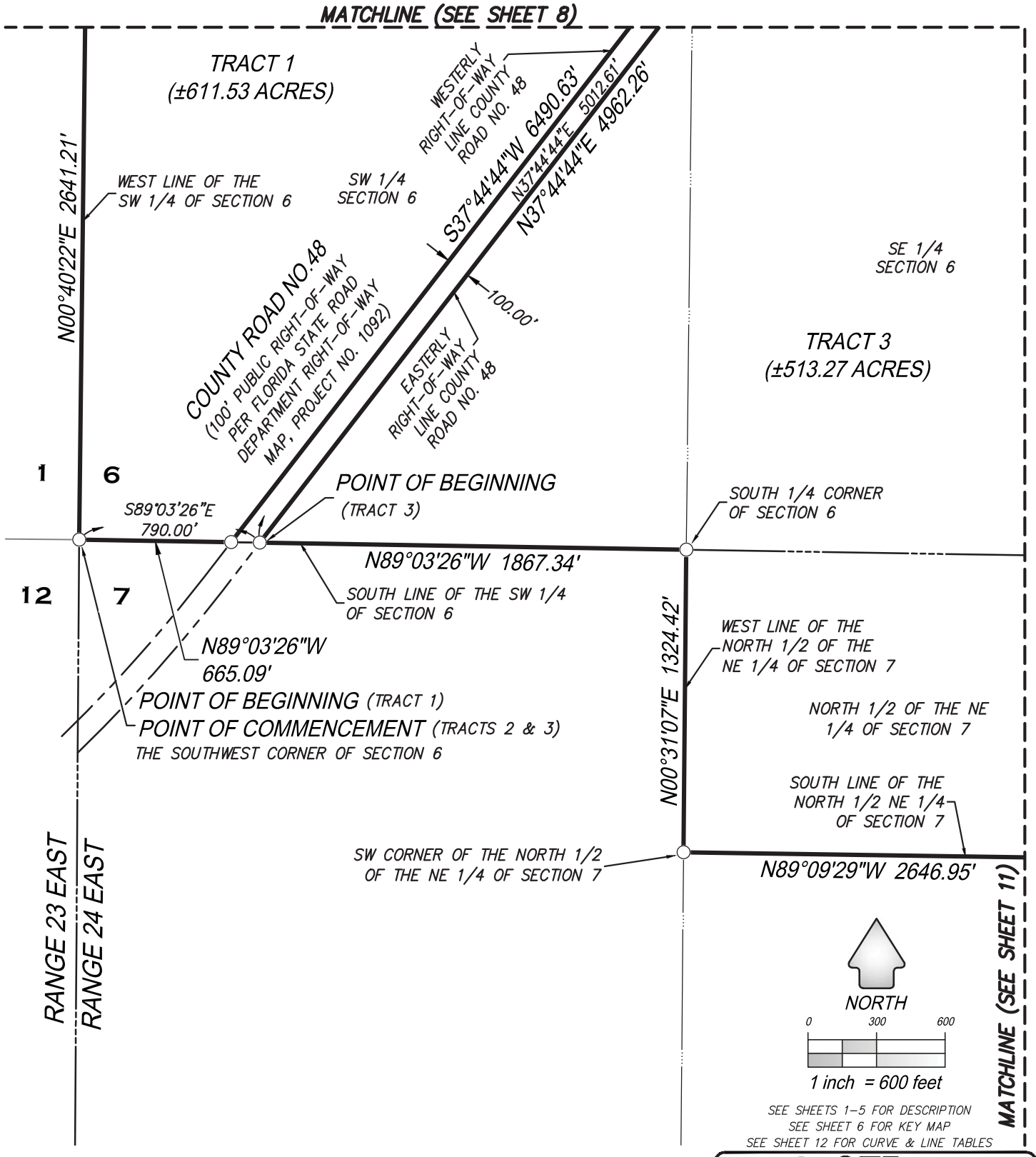
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA B\VOWL 5_CH163 AREA B.DWG : 8.5X11 9/8/2022 5:18 PM BY: DSMITH
---- : FB:PSM (255 Black).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 7 OF 12



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

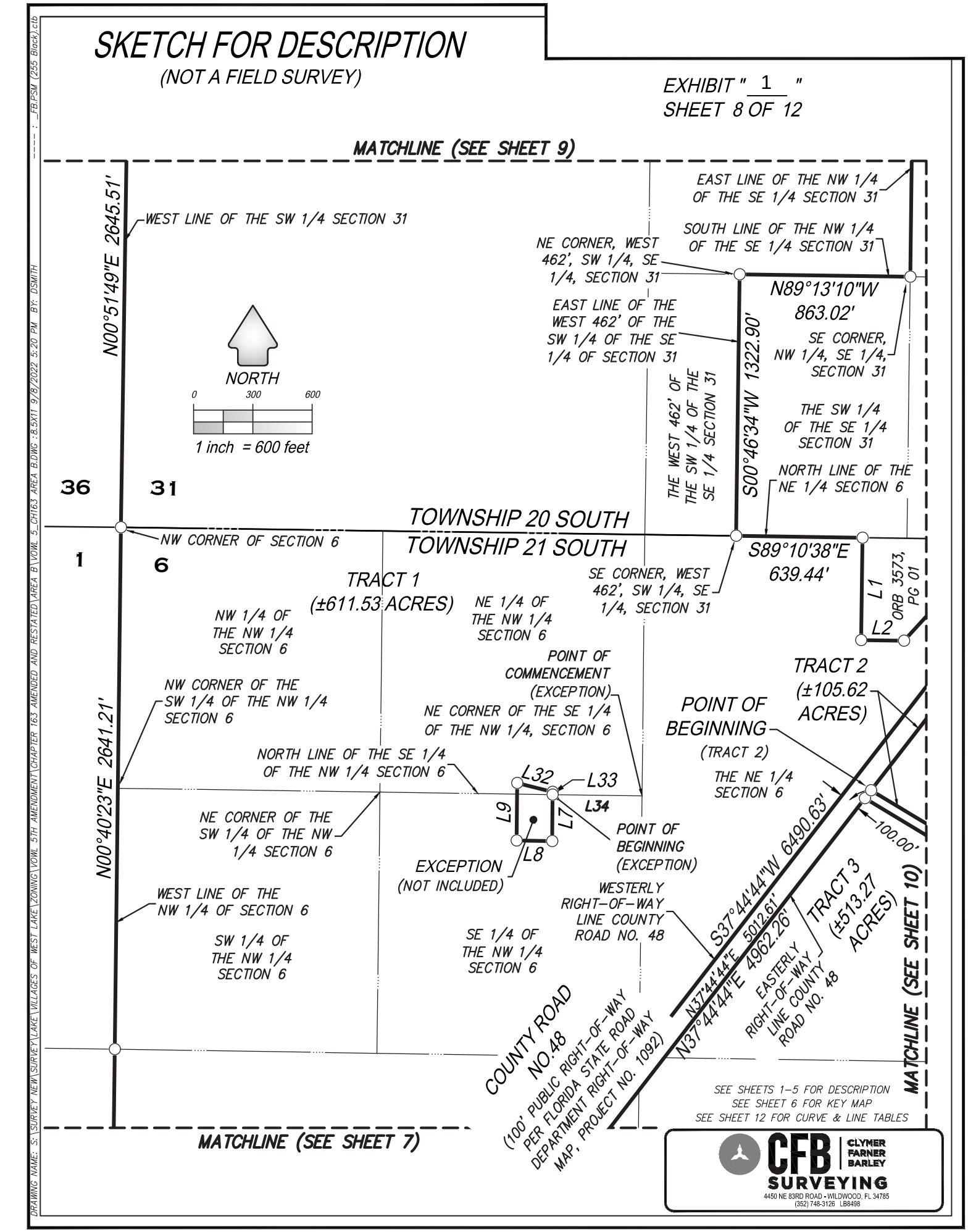
CFB CLYMER FARNER BARLEY SURVEYING
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DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA B\VOWL 5_CH163 AREA B.DWG : 8.5X11 9/8/2022 5:19 PM BY: DSMITH
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 8 OF 12



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

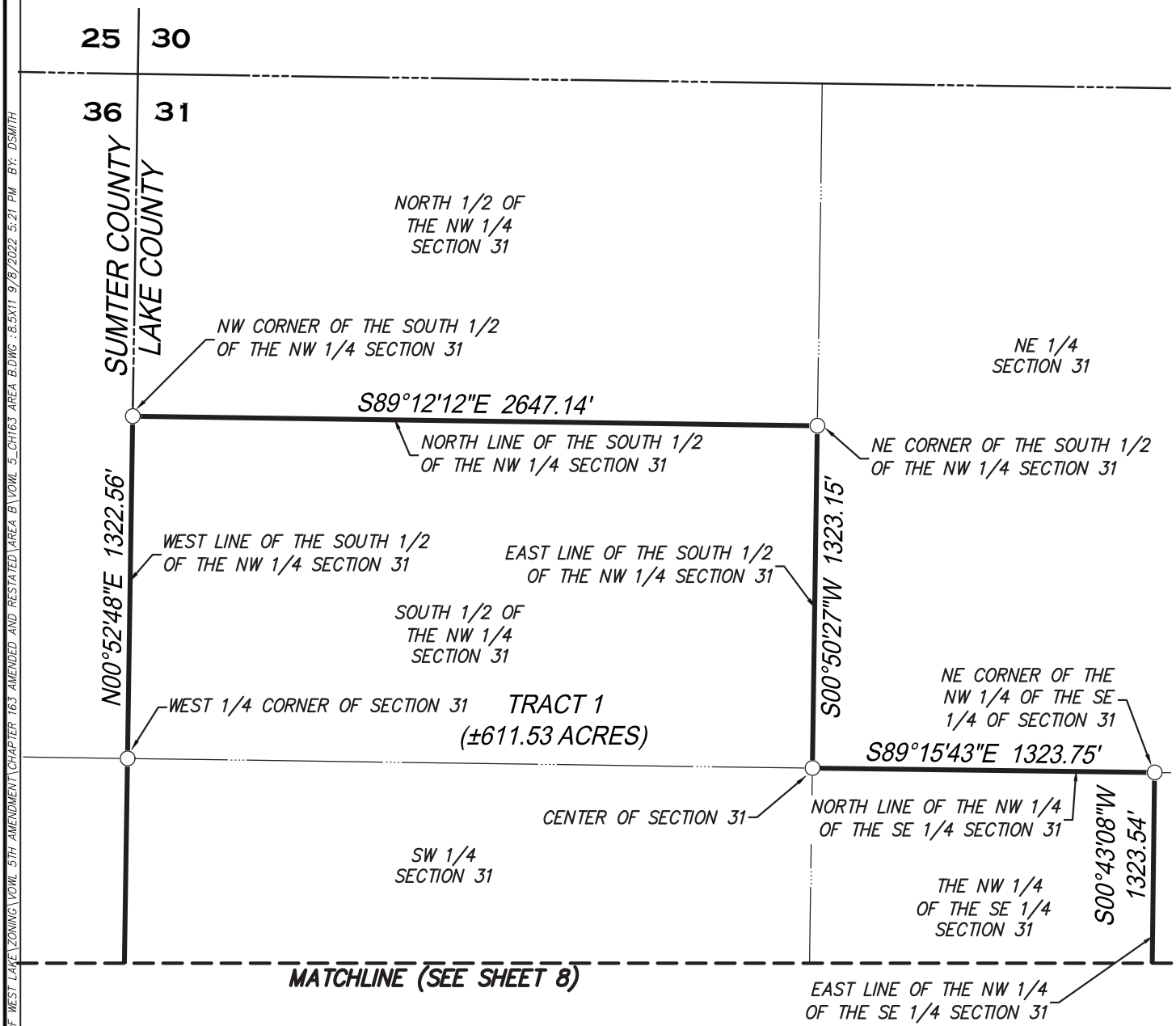
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 9 OF 12



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

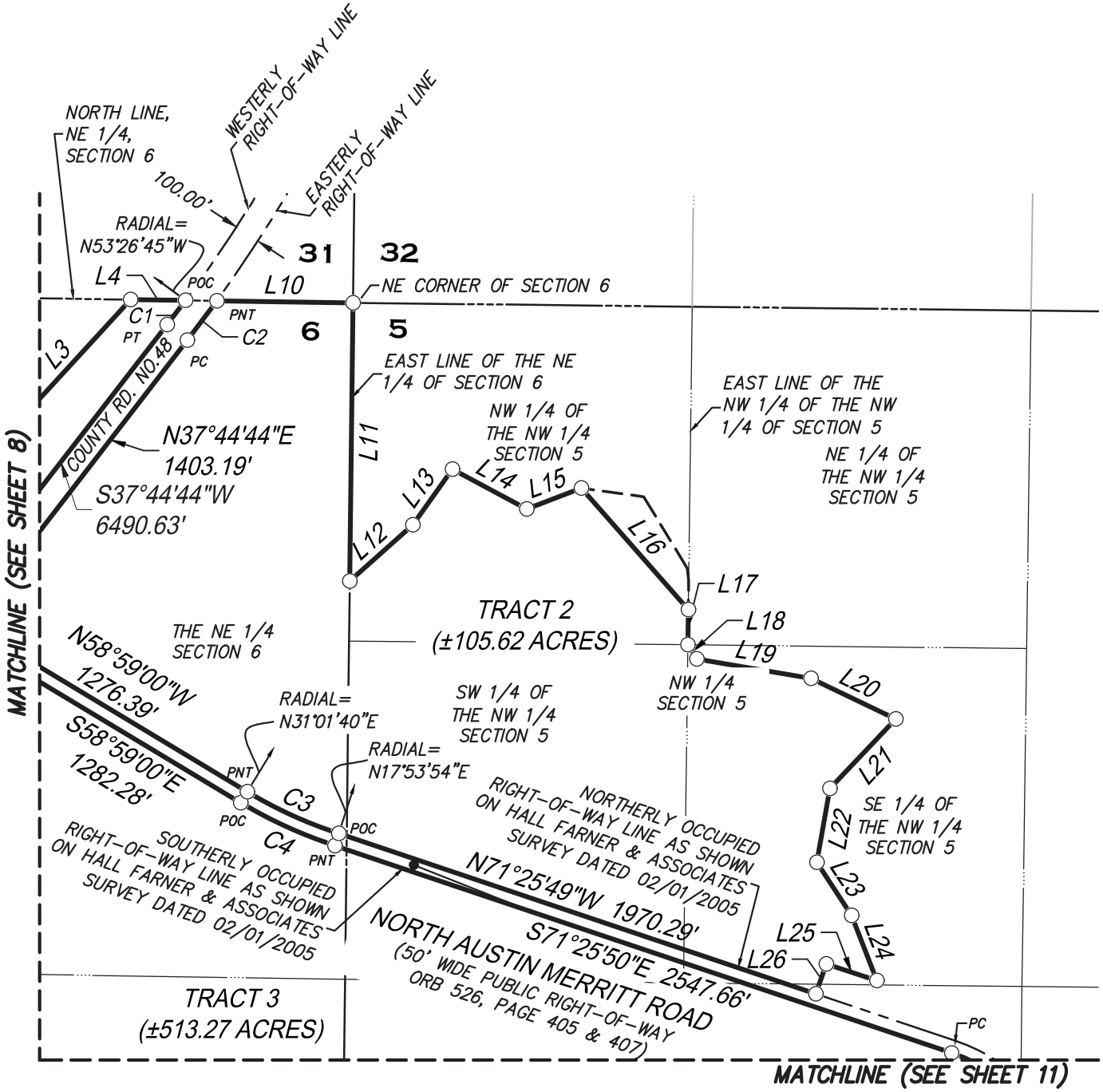
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DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA B\VOWL 5_CH163 AREA B.DWG : 8.5X11 9/8/2022 5:21 PM BY: DSMITH
---- : _FB.PSM (255 Block).ctb

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 10 OF 12



NORTH

0 300 600

1 inch = 600 feet

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

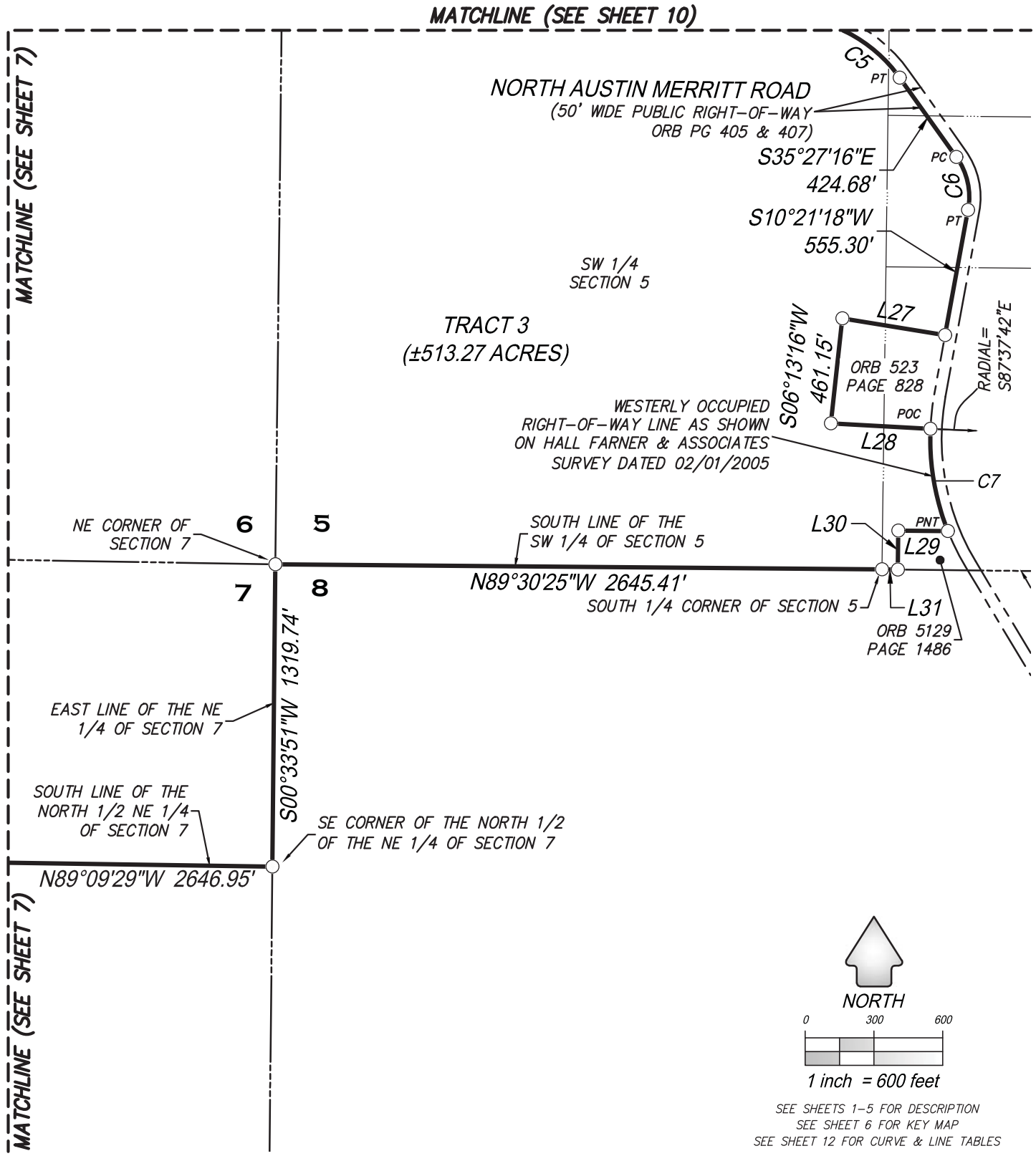
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\VILLAGES OF WEST LAKE\ZONING\VOWL 5TH AMENDMENT\CHAPTER 163 AMENDED AND RESTATED\AREA B\VOWL 5_CH163 AREA B.DWG : 8.5X11 9/8/2022 5:22 PM BY: DSMITH
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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 11 OF 12



NORTH

0 300 600

1 inch = 600 feet

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

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SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT " 1 "
SHEET 12 OF 12

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

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

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

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

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(352) 748-3126 LB8498

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Land Use Conversion Table

The Villages of West Lake

Revised October 2020

Land Use Conversion		TO:																	ITE Trip Generation Manual 10th Edition PM Peak Hour Trip Generation		
	Units	Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office	Land use	ITE Code	Trip Generation Rate
FROM: Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential [1]	N/A	T= 0.35 *(X), *X is # of Dwelling Units*
Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential [1]	N/A	T= 0.20 *(X), *X is # of Dwelling Units*
Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family [2]	N/A	T= 1.23 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) [2]	N/A	T= 0.70 *(X), *X is # of Dwelling Units*
Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) [2]	N/A	T= 0.55 *(X), *X is # of Dwelling Units*
Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), *X is # of Dwelling Units*
Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), *X is # of Beds*
Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), *X is # of Beds*
Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), *X is # of Beds*
Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), *X is 1,000 Square Feet*
Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), *X is 1,000 Square Feet*
Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), *X is # of Students*
General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), *X is 1,000 Square Feet*
Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), *X is 1,000 Square Feet*
Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), *X is # of Rooms*
Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), *X is 1,000 Square Feet*
Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), *X is 1,000 Square Feet*

[1] Source: Villages O-D Survey

[2] The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

PERMITTED USES IN THE VILLAGES OF WEST LAKE

a. **PURSUANT TO FUTURE LAND USE POLICY 1.1.1:** RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
b. NON-RESIDENTIAL INCLUDING MEDICAL CAMPUS AND TOWN CENTER.

2. PURSUANT TO FUTURE LAND USE ELEMENT Objective 1.1K:

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)

b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY, HOSPICE AND OTHER SIMILAR USES

c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL/RECREATIONAL INCLUDING BUT NOT LIMITED TO CIVIC AND COMMUNITY FACILITIES, STORMWATER FACILITIES, WASTEWATER, WATER TREATMENT PLANTS AND WELL SITE, RECREATION, PARKS, GOLF COURSE, MULTI-USE TRAILS AND OTHER SIMILAR USES

d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CONTINUING CARE RETIREMENT COMMUNITY (CCRC) AND OTHER SIMILAR USES

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.1.6:

a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE AND COMMUNITY FARMING, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)

b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING ARE PERMITTED ON UNDEVELOPED LAND, BEFORE URBAN DEVELOPMENT COMMENCES PROVIDED SUCH ACTIVITIES ARE NOT IN CONFLICT WITH THE CITY'S COMPREHENSIVE PLAN. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVICULTURAL, FARMING AND ANIMAL HUSBANDRY.

c. COMMUNITY SUPPORT DISTRICT

4. **WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS**

The Villages of West Lake

Land Development Regulations

September 2022

Prepared by:

CFB | CLYMER FARNER BARLEY

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Chapter 1: General Provisions and Procedures

1.1. Statement of Intent

(A) Purpose

The purpose and intent of this Land Development Regulation (LDR) is to create a customized set of regulations that applies only to The Villages development(s) located within the City of Leesburg (City), Florida, which is only a portion of and supports the larger Villages community, located within Sumter County, Lake County, the City of Wildwood, the Town of Lady Lake, and the City of Fruitland Park. The regulations and requirements contained herein have been made in accordance with the City's comprehensive plan while providing the Developer a reasonable assurance that The Villages development principles can be achieved and maintained. The City's portion of the overall development needs to maintain continuity with the remainder of The Villages, as it is a mature development with most of the residential units, street system, parks, recreation, and amenities in place to serve its residents. Thus, any requirements must consider The Villages as a whole, and not simply the portion within the City. In addition, this Code provides clarity and continuity for future development of The Villages within the City. This LDR, along with The Villages Construction and Development Manual, establishes the development standards that apply to this project, as amended by the Developer. The City of Leesburg's Code of Ordinances shall not be used to govern the development of this project. Any item omitted from this code shall be established and/or resolved by The Villages Development Review Committee (DRC).

(B) Requirements

In their interpretation and application, the provisions of this LDR require the following:

(1) Promote the public health, safety, and general welfare of the residents;
(2) Protect the character and maintain the stability of residential, commercial, industrial, agricultural, educational, cultural, recreational, historical, and environmental areas within the development;
(3) Protect natural and environmentally significant resources;
(4) Provide adequate open spaces and recreation facilities, which meet the needs of the residents;
(5) Promote transportation choices to reduce traffic congestion and to improve mobility;
(6) Define the powers and duties of the DRC;
(7) Define the powers and duties of the Architectural Review Committee (ARC);
(8) Ensure that all future development approvals and permits for both new and existing projects comply with this LDR;
(9) Accomplish a more desirable community and environment than would be possible through the strict application of LDR requirements;
(10) Create functional and aesthetic developments;
(11) Preserve the natural resources of the land by providing scenic, functional, and interconnected open areas;
(12) Minimize infrastructure and cost of streets and utilities throughout the development due to an efficient use of land.

1.2. General Development Provisions

(A) Conformity with Regulations

Following, and upon adoption of, the Chapter 163 Agreement and this LDR:

(1) The regulations contained within this LDR shall be adhered to on all lands contained within the Age-Restricted Development (ARD) zoning classification known as The Villages of West Lake (VOWL);
(2) No building, structure, or land shall be used or occupied unless in conformity with all of the regulations specified by this LDR;
(3) No building or structure or part thereof shall be erected, constructed, reconstructed, moved, or structurally altered unless in conformity with all of the regulations specified by this LDR;
(4) No building or other structure shall be erected or altered in such a manner as to exceed the permitted density or intensity provisions or occupy a greater portion of the lot area than allowed.

(B) Permit Required
No site plan or subdivision shall be approved, no plat shall be recorded, nor shall any building permit, Certificate of Occupancy (CO), or any other type of development order or permit be executed, unless the project meets all the requirements of, and has been approved in accordance with, this LDR.

1.3. The Villages Development Review Committee

The Villages DRC is a representative committee designated by the Developer to enforce the design standards that cover the commercial portion of the development. The design standards control the architectural, layout, and landscaping within the Project and provide for the authority of the Developer to enforce the design and intent of the commercial development. No commercial construction shall occur without approval from the City and the DRC.

1.4. The Villages Architectural Review Committee

The Villages ARC or its designee shall enforce the design standards and deed restrictions of the Developer that cover the residential portion of the development. The restrictions control changes to homes and home sites and provide for the authority of the Developer to enforce the design and intent of the residential development. Residential dwelling units or minor appurtenances thereto, such as private swimming pools, fences, yards, etc., shall be reviewed and approved by the ARC and permitted with the City.

1.5. Project Approval Process and Closeout Procedures

The purpose of this section is to establish consistent requirements and procedures for reviewing applications for site plan and/or subdivision approval.

(A) Projects required to obtain permits from the City shall adhere to the following process:
(1) Application for development plan approval (Appendix 2) shall be made to the City Manager or designee and include the appropriate review fee. Application shall contain electronic plans (Appendix 4), signed and sealed by a registered professional engineer. Plans shall be prepared according to the standards of this LDR. No pre-application meeting is required. However, a Developer or land owner may request a meeting with staff for the purpose of discussing the proposed development prior to the formal application for approval as requested.
(2) Within two (2) working days of the receipt of an application, the City shall determine whether the submittal is complete. Applicant will be notified immediately of an incomplete submittal.
(3) When an application is determined to be complete, it shall be distributed for staff review no later than one (1) week from the date the application was determined to be complete.

(4) All applications shall be reviewed by the staff and comments shall be delivered to the Applicant within 10 working days after application is determined complete.
(5) The City Manager or designee shall issue a development order/permit within five (5) working days of unconditional staff approval or verification that the City Commission conditions for approval have been met. No site plan or improvement plan shall go before the Planning and Zoning Board and City Commission.
(6) All site plan approvals shall terminate and become null and void automatically without notice if construction has not commenced within 24 months from the date of approval unless the Developer, City, and DRC agree to extend the approval.
(7) The City agrees to initiate a Residential Building Permit Plan Review and issue a Residential Building Permit within 24 hours of submission, excluding weekends and holidays. The City agrees to initiate a nonresidential Building Plan Review and issue a nonresidential Building Permit within five (5) days of submission, excluding weekends and holidays. The City also agrees to issue residential and nonresidential Certificates of Occupancy within 24 hours of final inspection.
(8) The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utility designs are not required to be provided to the City for review. Easements and/or tract widths for utilities not owned by the City shall be determined by the utility having ownership and maintenance responsibilities.
(9) Building elevations are not required for residential or commercial plan approval.
(10) Plan changes made to the approved plans during construction shall be provided to the City's Planning and Zoning manager and Building Department to be placed into the file of record to update their records. A modification to the permit will not be required, unless required by the Planning and Zoning manager.

(B) Closeout Procedures

Unless a later date is requested by the Developer, final inspection of site improvements shall be scheduled no more than five (5) working days after receipt of the following information:

(1) Upon completion of the public improvements, the Developer's Engineer shall submit a certificate stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of the LDR (see Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure).
(2) Prior to the acceptance of any privately or publicly maintained improvements, a registered Professional Engineer must certify in writing that the improvements were completed in accordance with the approved improvement plans and construction specifications. The Engineer will provide the Engineer's Certification of Completion and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of site approval. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction, and shall include the following certification on the submitted plans from the Engineer including signature and date:
    (a) "I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."
    (b) Within 90 days of approval of the Record Drawings by the City, the Engineer will provide Final As-Built Plans, and Final Clearance of Potable Water and Sanitary Sewer Systems

by FDEP. The Engineer of Record (EOR) shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the development being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the dwelling unit. AutoCAD files of the final As-Builts will be provided to the City.

(c) The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer systems shall be cleared prior to the CO of a given dwelling unit.

(3) All building structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a CO for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for CO.

1.6. Community Development Districts

It is anticipated that the development will include one or more Community Development Districts (CDDs) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the parties that any obligations or requirements placed on the Developer may be transferred to one (1) or more CDDs for implementation and operation, pursuant to the authority in Chapter 190.

1.7. Utility Providers

The Developer or assignees shall be the provider for water, sewer, reuse, and irrigation services.

1.8. Additional Studies

No environmental, archaeological, or transportation studies are required once the ARD zoning and Chapter 163 Agreement have been adopted. Additionally, there shall be no zoning review/compliance applications for site or building permits. All notice of commencements and certification of completions shall be reviewed and approved immediately once received by the City.

Chapter 2: Definitions and Interpretations

2.1. Interpretations of Certain Terms and Words

The terminology and words within this LDR shall be interpreted as follows:

(A) The singular includes the plural and vice versa.

(B) The masculine includes the feminine and neutral and vice versa.

(C) The present tense includes the future.

(D) The word "shall" is mandatory and the word "may" is permissive.

(E) The word "person" includes an individual, child, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, and all other groups or combinations.

(F) The word "writing" includes handwriting, printing, word processed, and all other methods and means of forming letters and characters upon paper.

(G) The word "land" includes the words water, marsh, swamp, gross land area, and gross acre of land.

(H) All words defined in this LDR shall carry their customary meaning as found in Merriam-Webster's latest published edition unabridged dictionary.

(I) Unless otherwise specified at the outset of a Chapter, the definitions listed in section 2.2 shall apply within this LDR.

(J) Any abbreviations or acronyms used within this LDR are identified after the definition in parenthesis after the term below.

2.2. Definitions

Accessory use or structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Administrator: The City Manager or his designee.

Addition (to an existing building): Any walled and/or roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and/or roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Age-Restricted Development (ARD): A community/development project that meets the requirements for an age restricted community pursuant to the Federal and Florida Fair Housing requirements and where the land is planned and developed to provide housing with a mixture of housing types, plans for a mixed-use development pattern, provides for the recreational needs of its residents with amenities such as community centers, golf courses, trails, and other similar facilities, supports multiple modes of internal transportation such as bicycles, golf carts, pedestrians, and ensures protection of the environment and natural resources on-site. An ARD may include a Community Support District (CSD) which is a distinct, non-age restricted mixed use district in close proximity to the age restricted dwelling units. The CSD must, at a minimum, provide recreation and commercial uses for its residents but all land uses allowed within ARD are permitted in the CSD. Generally, the internal transportation network provided in the CSD is similar to what is found in the age restricted communities.

Alley: A private or public paved passageway between buildings or a passageway permitting access from a street to a garage or storage area.

Alteration of building: Any change in the supporting members of a building (such as load bearing walls, beams, columns and girders), any addition to a building, or any change in a building resulting from the movement of the building from one location to another.

Apartment or Condominium Building (ACB): A structure containing multiple dwelling units (DUs) in which other DUs may be located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

Applicant: A person who has submitted an application to the City.

Architect: Means an architect licensed to do business by the State of Florida.

Arterial street: A street or roadway which is used primarily for fast or heavy volume traffic.

As-built plans: The final plans amended to include horizontal and/or vertical dimensional data of actual construction with data obtained and provided by a Florida licensed surveyor and mapper.

Assisted Living Facility (ALF): A facility where residents live in private units and receive assistance with limited aspects of personal care, such as: taking medication, bathing, or dressing. Units do not contain private kitchens and meals are provided from a common dining area. Staff is on duty 24 hours per day. This definition does not include nursing homes, convalescent centers, community residential homes, or independent living facilities (ILFs).

Base flood: means the flood having a one percent chance of being equaled or exceeded in any given year. Also called the "100-year flood" and the "regulatory flood" by the Federal Emergency Management Agency (FEMA).

Buffer: A natural or landscaped area which acts as a separation area between two (2) or more land uses, parcels, buildings, stormwater management areas, or paved areas.

Building: Any structure having a roof supported by columns or walls that is used or intended to be used for the enclosure, housing, or shelter of animals, persons, or property.

Building height: The vertical distance from the mean elevation of the finished grade of a building to the highest point of the roof surface. Building height shall be stated in feet.

Building permit: A formal notice of authorization required to be obtained from the City before any new construction or major alteration or expansion of existing structures is allowed.

Building setback: The distance between a given lot line, face of building, normal water line, right-of-way line, and any portion or part of any structure.

Building setback line: A line which represents the required building setback for a given building on a given lot.

Building site: A parcel of land upon which a building or structure has been, or is intended to be, constructed.

City: The City of Leesburg, Florida.

City Commission: The governing body of the City officially known as the Leesburg City Commission, including the mayor and other Commission members.

Clinic: A health facility, or portion of a health facility, where patients are not lodged overnight, but are examined and/or treated by licensed dentists, physicians, and/or other health care personnel.

Code of Ordinances: The Code of Ordinances of the City.

Collector Roadway: A street which carries traffic from local streets to the arterial streets in residential and business areas. Such streets serve as linkages between land access and mobility. Traffic volumes and speeds are usually moderate. Collector streets shall allow golf cars.

Community Development District (CDD): A local, special-purpose government framework authorized by Chapter 190, Florida Statutes as amended, and is an alternative to municipal incorporation for managing and financing infrastructure required to support development of a community.

Community residential home: A DU licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for seven (7) to fourteen unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes with six (6) or fewer residents, which otherwise meet the definition of a community residential home, shall be deemed a single-family unit and a noncommercial, residential use. See F.S. § 419.001 (a).

Comprehensive Plan: The City of Leesburg Comprehensive Plan adopted by the City Commission and amendments thereto in compliance with the requirements of Florida statute.

Condominium: See "Apartment or Condominium Building."

Conforming lot: Any lawful lot which complies with the provisions of this LDR and other applicable City ordinances.

Conservation easement: A right or interest in real property, which is appropriate to retaining land or water areas predominately in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses; and which prohibits or limits the activities as described in Florida statute.

Construction: Shall mean the building, assembling, expansion, modification, or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing (unless an agricultural operation).

Corner lot: A lot or parcel of land which is located at the intersection of, and abutting on, at least two (2) streets.

County: Lake County, Florida.

Cul-de-sac: A local, dead-end street which has a turn-around at the closed end and is used primarily for access to the abutting properties.

Datum: A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum of 1988.Density: means the maximum amount of DUs allowed on a project site. This relationship is identified on a unit per gross developable acre basis.

Developer: Any person who engages in or proposes to engage in development either as the owner or as the agent of an owner of property.

Development: All construction activity within the limits of the ARD zoning and land use category.

Development order: Any order, permit, or other official action of the City granting, or granting with conditions, an application for development.

Ditch: An artificial waterway for irrigation or stormwater conveyance.

Dwelling: Any building, or portion thereof, which is designed to be used, or is actually used, as living quarters for one or more persons, families, or households. Such a building must be supported by, at a minimum, walls which are complete from the bottom floor to roof.

Dwelling unit (DU): A room or group of rooms which is equipped for independent housekeeping and is occupied, or is intended to be occupied, by not more than one (1) person, household, or family.

Easement: A grant by the property owner to the public, a corporation, person, or other legal entity, of the use of a specific portion of land for a specific purpose.

Enclosed use: A use which is located entirely within a structure.

Excavation: The reducing or lowering of the natural level of ground.

Federal Emergency Management Agency: FEMA

Flood Insurance Rate Map (FIRM): An official map of the City on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the City.

Floor: The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area: The gross horizontal area of all the floors in a building (including attics, basements, and penthouses). It is measured from the exterior faces or columns of the exterior walls of a building.

Floor Area Ratio (FAR): The ratio of a building's gross floor area to the area of the Project.

Florida Department of Environmental Protection: FDEP

Florida Department of Transportation: FDOT

Future Land Use Map (FLUM): The map within the future land use (FLU) element of the comprehensive plan that delineates the City's FLU designations pursuant to Florida statute.

Garage: An accessory building primarily used for the parking of one (1) or more motor vehicles.

Grade: The elevation of the ground surface.

Home Owner's Association (HOA) or Property Owner's Association (POA): An organization in a subdivision, condominium, or other similar development that makes and enforces rules for the properties within its jurisdiction.

Hotel: a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers. This definition also includes motels.

Household: One (1) or more persons, not necessarily related by blood, marriage, or other legal action, who occupy a single DU and live as a single, non-profit housekeeping unit.

Independent Living Facility (ILF): A living arrangement in which people with special needs, especially seniors with disabilities, reside in independent living units which may contain a private kitchen. The facility may provide help with everyday tasks such as bathing, dressing, and taking medication. This definition does not include ALFs, nursing homes, or community residential homes.

Institution: The structure or land occupied by a group, cooperative, board, agency, or organization created for the purpose of carrying on functions of a public or semi-public nature. Examples of an institution include a hospital, health clinic, school, church, fraternal order, civic club, and orphanage.

Intensity: The maximum amount of building square footage allowed within the Project. This relationship is identified in "Floor Area Ratio".

Interior lot: A lot other than a corner lot or double frontage lot.

Karst features: Physical features in limestone such as sinkholes, depressions, and solution tubes that act as conduits reducing the travel time of water through limestone as compared to soil or to limestone lacking karst features.

Land Development Regulations (LDR): The Villages of West Lake Land Development Regulations (LDR).

Landscaping: Living plant material and non-living durable material used in outdoor environmental design that enhances the appearance of land.

Legal Description: A "courses and distances" legal description, often referred to as a "metes and bounds" legal description, which maps the desired property when transferred to GIS mapping software.

Local street: A street which connects properties to collector streets. These roads provide service which is of low average traffic volume and of high land access for abutting properties. Local streets shall allow golf cars.

Lot: Any tract or parcel being the least fractional part of a subdivision having limited fixed boundaries. A lot may be identified by an assigned number. Furthermore, a lot is capable of being lawfully occupied and utilized for a structure and/or use as defined in this LDR.

Lot depth: The horizontal distance (excluding surface or ground depressions) between the front lot line and the rear lot line.

Lot lines: The lines bounding a lot as defined in this LDR.

Lot width: The distance between the side lot lines, measured at point where the front setback is taken.

Main or principal building: The building in which the principal use of the lot is conducted.

Maintenance: The action taken to restore or preserve the functional design or intent of any facility, system, or structure.

Mining: An area of land upon which mining operations have been conducted, are being conducted, or are planned to be conducted, as the term is commonly used in the trade. Additionally, mining shall be considered all excavation not considered Stormwater Earthworks. Excavated mined materials can be transported offsite.

Mixed use building: A building which includes two (2) or more use categories, one (1) of which should be residential.

Motel: see "Hotel".

Multi-family residential: A structure containing multiple DUs in which other DUs are located above or below it, and which any architectural feature integral to its design is connected with at least two (2) or more adjacent similar DUs. Units within apartment or condominium buildings are considered attached DUs.

New construction: Structures for which the start of construction commenced on or after the effective date of this LDR.

Nonresidential Building (NRB): Any structure not containing a residential DU or residential use.

Nursing home: A facility for patients who are recovering health and strength after illness or injury, or receiving long-term care for chronic conditions, disabilities, or terminal illnesses. Facilities provide 24-hour supervised nursing care and feature extended treatment that is administered by a skilled nursing staff. The residents do not live in private units and the residents typically do not leave the facility until well enough to do so. The facilities provide personal care, room, board, laundry service, and organized activities. This definition does not include community residential facilities, ALFs, or ILFs. This definition does include convalescent centers and skilled nursing facilities.

Office: A building, room, or space where clerical, professional, or administrative activities are performed. Such a building, room, or space may be the principal structure, a portion of the principal structure, an accessory structure, or a portion of an accessory structure on a lot.

Open space: Shall include wetlands, preservation areas, greenspace, stormwater ponds, floodplain compensation areas, and landscape buffers. Open space may include areas such as trails, golf, plazas, courtyards, and other similar public areas. Open space may also include recreation areas and amenities, provided said amenities or areas are not enclosed with conditioned space. Open space shall not include areas within a right-of-way. Open space shall be calculated for the entire ARD area as a whole, not per individual projects.

Owner: The person in who is vested the fee ownership, dominion, or title of property (i.e., the proprietor). This term may also include a tenant, if chargeable under his lease for the maintenance of the property, and any agent of the owner or tenant including a developer.

Parking space: A portion of a parking area which is clearly marked as being intended for the storage of one (1) vehicle or golf car(s).

Permitted use: A use which is lawful under the terms of this LDR.

Person: Any and all persons including any individual, firm, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

Planning and Zoning Board: The City of Leesburg Planning and Zoning Board as provided for in this LDR.

Premises: A parcel of land and any structures occupying the parcel of land.

Principal building: See "Main or principal building."

Principal use: The actual primary function for which a lot and buildings upon it are used.

Private club: A building or portion thereof, owned and/or operated by a corporation, association, person, or group for a civic, educational, recreational, social, or other public or semi-public purpose.

Professional Surveyor and Mapper: A surveyor and mapper licensed by the State of Florida.

Project: The Project is the entire Villages of West Lake.

Recreational Vehicle Development (RVD): An area set aside primarily for temporary travel trailers, campers, and other recreational vehicles (RVs). This facility is intended to provide temporary, non-permanent water, sewer, and electrical hook-ups for such vehicles in exchange for a specified rate of compensation. This is considered a commercial use.

Reuse: Wastewater that is treated to meet public access standards.

Right-of-Way (ROW): An area of land over which people and goods have the right to pass or travel. A public right-of-way grants passage to all and may grant the right to park registered vehicles in accordance with City parking restrictions. A public right-of-way is a form of easement dedicated to the

City during subdivision or site plan for public use. Rights-of-way are not part of the adjacent parcels; the right-of-way boundary usually coincides with adjacent parcel property lines or tracts.

School: A building and/or property utilized for the purpose of providing formal primary, secondary, and/or post-secondary education/training.

Service street: A local street or alley used to provide rear-yard access to businesses, institutions, and residences for the purpose of providing services (for example, garbage collection or delivery services).

Sidewalk: A path that is intended for pedestrians and non-motorized vehicles. Sidewalks may be located on private property or within a right-of-way.

Sign: Any display device which is designed to visually or graphically inform, or attract the attention of, persons passing by the device.

Single Family Attached (SFA): A DU connected to at least one (1) adjacent DU by any architectural feature integral to its design or the design of its garage, excluding fences, posts, utility screen walls, stoops, driveways, walkways, and air conditioning pads.

Single Family Detached (SFD): A traditional stand-alone DU that houses a single family and shares no connection to another DU.

Site plan: The drawing(s) which put forth an applicant's proposal for the development of a particular piece of land that is certified by a registered professional engineer.

Southwest Florida Water Management District: SWFWMD

St. Johns River Water Management District: SJRWMD

Stormwater Earthworks: Excavation and filling on the project on a large scale over a large area to achieve final grades as established by the EOR and as approved by the water management district. Generating large quantities of soil via deep excavation and stockpiling the material is an approved and common use. Excavated material can be exported offsite.

Story: That portion of a building included between the surface of any floor and the surface of the next floor above it. In the event there is not a floor above the former, then the story is that portion of a building between the top floor and the ceiling above it.

Street: A public or private thoroughfare which affords the principal means of access to abutting property. Alleys shall not be considered streets.

Structure: A man-made object having a relatively stationary location on or in land or water whether or not it is affixed to the land or on a permanent foundation.

Subdivider: Any firm, corporation, partnership, person, or other legal entity who, acting as a unit, voluntarily engages in or proposes to engage in, the division of a parcel (or parcels) of land into smaller parcels of land.

Subdivision (residential):

(a) The division of any parcel of land into three (3) or more contiguous lots for the purpose of building, development, or transfer of ownership; or any division of a parcel of land requiring a new street or modification to an existing public street, or the provision of other public facilities or improvements, including but not limited to, drainage facilities and utilities. This term includes re-subdivision and, when appropriate to the context, relates to the process of subdividing or to the land or area subdivided.

(b) Subdivision shall not mean:

(1) The transfer of property by sale, gift, or testate or intestate succession from the property owner to his or her spouse or lineal descendants, provided that all required utilities are in place prior to the issuance of a development permit,

(2) The transfer of property between tenants in common or joint tenants for the purpose of dissolving the tenancy in common or joint tenancy,

(3) The sale or exchange of parcels of land between owners of adjoining properties provided that additional lots are not thereby created and that the parcels remaining are not reduced below the minimum sizes required by the LDR.

Substantial improvement: Any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during the life of a structure in which the cumulative costs equals or exceeds 50 percent of the market value of the structure.

The market value of the structure should be:

(a) The appraised value of the structure prior to the start of the initial repair or improvement, or;

(b) In the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications, which are solely necessary to assure safe living conditions.

Tower: shall mean a structure, greater than 35 feet in height (including any antennas attached thereto), which supports one (1) or more antennas, not including however any amateur radio operator antenna as licensed for that purpose by the Federal Communications Commission (FCC).

U.S. Army Corp of Engineers: ACOE

Utility: Entity providing potable water, irrigation, and/or sanitary sewer services.

Wetlands: Lands which are identified by being inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soil conditions. The definition includes all contiguous and noncontiguous or isolated wetlands to waters, water bodies, and watercourses. Wetlands include, but are not limited to, swamp hammocks, hardwood hybrid hammocks, riverine cypress, cypress ponds, bogs, wet prairies, and freshwater marshes.

Chapter 3: Zoning and Architectural Standards

3.1. General

The approved zoning for the project is Age-Restricted Development (ARD) as amended from time to time.

3.2. Principal Uses

The principle or main use(s) and associated structures of a property shall be allowed as one of the following:

A) Permitted Use

This use is hereby established as the general use(s) in the ARD zoning category as specified below and is a use of right when in compliance with the requirements of this LDR.

(1) Conservation uses: wetlands, forested lands, pastures, environmental habitats, karst areas, open water, lands set aside to be protected and other similar uses;

(2) Agricultural uses: citrus/field crop production; keeping and/or grazing of livestock; agricultural product transfer stations; silviculture; aquaculture; horticulture, greenhouses and nurseries (commercial); urban agriculture and other similar uses;

(3) Residential uses: single family detached (SFD); single family attached (SFA); multi-family residential; apartment or condominium building (ACB); dwelling units (DUs) located above the ground floor in a mixed use building (MUB); community club houses, pools, or other amenities associated with residential projects; independent living facilities (ILFs) and other similar uses;

(4) Institutional, governmental, tourism, civic, and recreational uses: public recreation facilities or parks; bed and breakfasts; hotels and motels; golf courses and driving ranges; commercial recreation facilities such as skating rinks, movie theaters, and other similar uses; health clubs and fitness centers; community residential homes; assisted living facilities (ALFs); nursing homes; skilled nursing facilities; child care facilities/day care; professional, business, and technical schools; public schools and private schools offering curricula similar to that of public schools; colleges and universities containing dormitories; churches and places of worship; museums and other cultural facilities; hospitals; veterinary clinics or temporary pet boarding; cemeteries and mausoleums; funeral homes, crematories, and other similar service establishments; private clubs and lodges; public buildings owned, operated, and used by a government entity such as city halls, city hall annexes, police and fire stations, libraries, post offices, and other similar uses; street and highway department garages or maintenance facilities; utility facilities such as electric sub stations, water and wastewater treatment plants, well sites, and other similar uses;

(5) Commercial office and business park uses: business technology parks, medical or dental offices, professional service establishments and offices; banks, credit unions, and financial institutions and other similar uses;

(6) Commercial retail uses: retail sales establishments such as department, electronic, office supply, grocery, and other similar stores; restaurants and cafes (without alcohol consumption or sales); bars, taverns, restaurants, or cafes serving alcohol (on and off-site consumption); liquor stores (sales of hard alcohol for off-site consumption); copy centers; beauty shops, dry cleaning, pet grooming, and other similar personal service establishments; specialty shops such as antique shops, art showrooms, boutiques, and other similar shops; service and repair shops for automobiles, small engines, and other similar uses; retail and wholesale commercial establishments for lumber, building, and landscaping supplies, farm equipment, and other similar uses with potential outside storage of products; auto dealerships, golf car and similar

sales; convenience stores; fuel stations; food trucks, temporary or permanent; indoor and outdoor commercial recreational uses; storage facilities (indoor); outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items; RV developments and other similar uses;

(7) Industrial uses: wholesaling, warehousing, bulk storage, or distribution establishments, and similar uses; research laboratories and associated activities; light manufacturing, assembling, processing, packaging, or fabricating; outdoor storage yards and similar uses such as junkyards, scrap yards, and salvage yards; building or landscape contractors with on-site equipment storage; concrete or asphalt plants; concrete block plants; manufacturing of nonhazardous materials; manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials; electric, gas, or energy generating facilities; solid waste transfer stations; landfills; tower and wireless communication services; mining and excavation and other similar uses;

(8) Mining: No permitting or zoning approvals within the City is required. The developer shall provide the City with the approved FDEP and water management district permit as applicable prior to construction.

B) Agricultural

The property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the property. For purposes of this LDR, Site Plan is defined as either a commercial site plan approval or a residential improvement plan approval from the City. There may be numerous site plans on the property. However, site plan approval is specific and does not necessarily apply to other areas on the property.

3.3. Accessory Uses and Structures

All accessory uses and structures shall be approved by The Villages DRC or ARC as applicable.

3.4. Temporary Uses

Temporary uses may be approved by the DRC.

3.5. Variances

All variances to this LDR shall be approved by The Villages DRC or ARC as applicable.

3.6. Recreational Vehicle Developments

(A) Purpose

The purpose of this section, applying to RVDs, is to provide an environment in which RVs or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this LDR.

(B) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

(C) An RV shall include:

(1) Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation, and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.

(2) Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.

(3) Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
(4) Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation.
(5) Park model (or park trailer) - A transportable unit, which has a body width not exceeding 14 feet, which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development (HUD) standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
(6) Houseboat - A boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

(D) A recreational dwelling shall include:
(1) Cabin - A cabin is a small, permanent structure of no more than 1,500 square feet designed to provide lodging in a recreational area.
(2) Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
(3) Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.
(4) Tree house - An elevated, permanent platform structure used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
(5) Hill House - A permanent structure set at or just below earth plain used for lodging in a recreational area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

(E) Permit Process
(1) RVDs must go through the site plan approval process in this LDR.
(2) RVDs where units will be sold must also follow the Record Plat process.

(F) General provisions
(1) RVDs shall be classified as a tourism-oriented mixed-use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
(2) As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile homes, single family detached or attached dwellings, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
(a) Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;

(b) Such retail establishments may be oriented to the interior or exterior of the RVD.

(G) Specific provisions

(1) All RVDs shall contain a minimum of 10 acres.

(2) There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.

(3) Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 50 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.

(4) All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

(5) A well-maintained, landscaped buffer of at least five (5) feet is required around the perimeter of the RVD.

(6) There is no minimum lot size, lot width, or lot depth.

(7) The density of 30 lots per acre may not be exceeded.

(8) Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.

(9) Adequate trash disposal facilities or services shall be provided with easy access from each site.

(10) Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.

(11) All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:

(a) No such addition or attachment shall be attached to any RV having a vehicular body length less than 20 feet.

(b) Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.

(c) No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.

(d) Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.

(e) All additions and attachments must be properly permitted as required by state and local law.

(12) All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

3.7. Buffer Requirements

Table 3-1 lists the density, intensity, lot standards, buffers, and setbacks.

Table 3-1: Density, Intensity Lot Standards, Buffers, Setbacks

Age-Restricted Development (ARD)					
Density and Intensity					
Maximum Density	30 units/ ac				
Minimum Open Space[1]	20%				
Maximum FAR[2]	0.5				
Maximum ISR	80%				
Lot Standard					
Building Type	**Single Family Detached**	**Single Family Attached**	**Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome**	**Nonresidential Building[6]**	**Commercial/ Amenity**
Minimum Living Area (sf)	400	400	400	NA	NA
Minimum Lot Width (ft)	30	NA	NA	NA	NA
Minimum Lot Depth (ft)	50	NA	NA	NA	NA
Maximum Lot Coverage (%)	100	100	100	100	100
Minimum Setbacks[3,7] (ft)					
Front	0	0	0	0	0
Rear	0	0	0	0	0
Side	0	0	0	0	0
Building Separation	*	*	*	*	*
Project Perimeter Building Setbacks[4]					
Contiguous Property not within the Development	10 ft				
Property Owned by Developer	0				
Local - Arterial Roadway	0				
Federal/State/County Road	20 ft				
Building Height[5]					
Building Type	**Single Family Detached**	**Single Family Attached**	**Apartments/ Condominium Buildings/ ALF/ ILF/ Townhome**	**Nonresidential Building**	**Commercial/ Amenity**
Maximum Building Height[5] (ft)	50' **	50' **	50' **	50' **	50' **

* Per Florida Building Code criteria
**Unless adequate fire protection is provided.

1. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space areas will be assigned within the project as a whole, regardless of phase.
2. Up to a 3.0 FAR may be used in a town center, medical campus and similar use areas.
3. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.
4. Does not apply to what is generally known as signs, sign towers, walls and other similar features and parking.
5. The maximum building height applies unless adequate fire protection is available.
6. RVDs are considered non-residential units.
7. Water Towers and Cell Towers with wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

(A) Perimeter Buffer

The development shall include a 20-foot perimeter landscape buffer easement or tract along the VOWL boundary lines. No perimeter landscape buffer is required where landscaped open space, recreation, golf, stormwater ponds, compensating storage areas, wetlands, upland buffers, or other conservation areas are located along the property boundary. In addition, no perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

(B) Walls/ Fence

The 20-foot perimeter landscape buffer may be eliminated if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.

(C) Internal Parcels

No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffer shall be required along perimeters of the project abutting properties not owned by the Developer with similar land uses.

(D) Stormwater Ponds

Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.

(E) Residential Dwelling Unit Site

Where a 20-foot perimeter landscape buffer or wall/fence is required on residential dwelling unit sites, the landscape and irrigation or wall/fence shall be installed with each individual dwelling unit being constructed.

3.8. Commercial Architectural Standards

(A) Building Design

The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by the DRC. These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.

(B) Specific Architectural Design Standards

(1) All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing walls, or dumpster enclosure walls. Freestanding electrical “racks” shall be prohibited, unless specifically approved by The Villages DRC.

(2) All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.

(3) Exterior building lighting is permissible if the effect is compliant with the objective of achieving a soft glow rather than brilliant or glaring effect. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.

(4) Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease interceptor.

(5) Where required, Fire Department Connections (FDCs) must be located per governing fire department specifications and near other critical utilities (i.e., power disconnect, gas, etc.)

that may need to be turned off in case of a fire, unless specifically approved by The Villages DRC.

(6) Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.

(7) All commercial rooftop equipment shall be screened with parapets, landscape, or architectural features.

(8) All commercial ground-mounted heating, ventilation, and air conditioning (HVAC) equipment shall be screened with a structural and/or landscaped screen wall.

(9) All project sign locations and design elements are exempt from the City's sign requirements and sign permits and shall be determined and approved by the DRC. These include the following:

(a) Project "Welcome" signs
(b) Primary entry wall features and signs
(c) Secondary entry wall features and identification signs
(d) Directional signs
(e) Occupant identification signs

(10) All project lighting shall be designed to meet the guidelines established by the Illumination Engineer's Society (IES) to provide safe lighting levels, to the maximum extent possible as determined by the Florida-licensed design professional who prepares the lighting layout.

(C) Landscape Design Objectives

The overall objective of landscape design in the development is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. For optimum creativity and quality, this process must be somewhat subjective, thus a limited number of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

(D) Maintenance of Common Areas

Maintenance of structures and common areas, including landscape maintenance, within the development shall be owned and maintained by the POA, HOA, and/or a CDD, at no cost or obligation to the City. The Developer/owner shall create guidelines for the maintenance of common areas.

3.9. Street Names and Address Numbers

Street names and address numbers for dwelling units and places of business on all public and private streets shall be assigned by The Villages.

Chapter 4: Site Plan Regulations

4.1. Site Plan Review Process and Permits

(A) Site Plan Requirement

An approved site plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop land for which a site plan is required except in accordance with an approved site plan.

(B) Applicability

The requirement for site plan approval applies to all sites located within the ARD zoning classification.

(C) Pre-Design Meeting

It is recommended that each applicant have a pre-design conference with The Villages DRC prior to preparing plans and permit applications.

(D) Site Plan Application

Applicants seeking site plan approval shall submit an application to the City and The Villages DRC for a concurrent review.

(E) Permits

The applicant shall obtain permits from the City, The Villages DRC, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(F) Expiration of Approvals

The approval of the site plan shall be valid for a period of 12 months. If the applicant has not obtained a permit for construction of the site within 12 months and if an extension of time has not been approved by the City Commission and The Villages DRC on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR.

(G) Plan Approval

The approved site plan shall be the governing document for all such development. Where there are conflicts or discrepancies with other city policies, procedures, ordinances, or regulations, the Villages DRC shall govern.

(H) Minor Site Plans

Minor site plans are required for nonresidential development that has been determined by the City to have limited potential for off-site impacts. Minor site plans may be approved by the Planning and Zoning Manager. Due to the limited off-site impacts, submittals are not required to provide all required information listed below. Refer to the minor site plan application for required submittals.

Minor site plans may apply to the following:

(1) Additions to existing structures that are less than 50 percent of the total square footage of the existing structure and do not exceed 2,500 square feet,
(2) Changes in use without addition to existing structures but require other on-site improvements such as stormwater or parking improvements, and/or
(3) Accessory structures such as restroom facilities, dumpsters, pavilions, amenities, golf starter facilities, guard houses, etc. that adhere to the following criteria:

(a) Does not exceed 2,500 square feet;
(b) Restricted to one (1) story;
(c) Consistent construction and architectural style as the primary structure.

4.2. Site Plan Requirements

(A) Layout
Site plans shall be prepared on sets of sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements
The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following minimum standards:

(1) Each applicable site plan sheet shall be prepared by a Florida licensed engineer or surveyor as the context requires.
(2) All applications must be accompanied by proof of property ownership in the form of a copy of a deed or the most current property tax bill.
(3) A topographic survey showing existing contour intervals of one foot for the site, extending 50 feet beyond the site boundary, where practical, and including water surface elevations for all water bodies and the date obtained; and proposed finished elevations based on the most recent United States Geodetic Survey topographic data (NAVD88), prepared by a professional surveyor licensed to do business in the State of Florida.
(4) The scale must be no smaller than one inch equals 100 feet. Information may be combined in the drawings so long as they remain uncluttered and readable.
(5) A vicinity map showing the location of the proposed site plan with relationships to surrounding streets and thoroughfares.
(6) Title sheet must include:
   (a) Location Map;
   (b) Legal Description;
   (c) Owner/consultant contact information including name, address, and phone numbers;
   (d) Index list of sheets.
(7) Geometry Plan must include – as applicable to the project:
   (a) Site data;
      - Parcel area, pavement and building area, and open space area
      - Zoning
      - Proposed land use
      - Required and actual parking to be provided
      - Flood zones, if applicable
   (b) Dimensions (including building dimensions);
   (c) Sign locations;
   (d) Dumpster pads with solid enclosures and solid gates are required. Food preparation businesses must install a dumpster pad drain connected to a grease interceptor;
   (e) Boundary bearing and distances;
   (f) Building setbacks;
   (g) Handicap spaces and signs;

(h) Traffic signs and striping - All traffic control signs (including handicap parking signs) must be installed on “decorative” posts in accordance with The Villages standards;
(i) Driveway pavement radii - All driveway entrance radii must be a minimum of 35 feet and all driveway exit radii must be 25 feet;
(j) Utility contacts.

(8) Joint use easements for shared driveways, if applicable.

(9) Grading and Drainage Plan must include:

(a) Existing topography - topographic surveys must be based on NAVD 88 datum;
(b) Proposed grades;
(c) Wetlands and/or surface waters;
(d) Storm sewer mains and inlets, including pipe lengths and percent grade;
(e) Finished floor elevations;
(f) Roof drains - downspouts are not allowed to discharge onto grass or landscape areas;
(g) Landscape berms;
(h) Proposed grading to streets, property lines, etc.

(10) Utility Plan must include the following as applicable to the site:

(a) Water mains and service lines;
(b) Sanitary sewer system;
(c) Water meter and backflow prevention assembly locations and sizes;
(d) Street lights;
(e) Nearest fire hydrant location(s);
(f) FDC, if applicable - Above-ground backflow preventers are not permitted. Fire sprinkler system backflow preventers should be located in the vertical riser within the building;
(g) Grease interceptors – required in an external location for any business supplying food services.

(11) Erosion and Sediment Control Plan – must include:

(a) Silt fencing;
(b) Inlet protection (on-site and off-site);
(c) Temporary gravel construction entrance.

4.3. Site Plan Permit Exemptions

The following project improvements are not required to obtain a permit from the City:

(A) Stormwater earthwork plans;

(B) Monument or directional signs;

(C) Clearing and tree removal;

(D) Site debris removal and burning;

(E) Non-potable wells;

(F) Onsite water, sewer, irrigation, and reuse infrastructure;

(G) Walls/fences;

(H) Lighting (photometric plans);

(I) Landscape plans;

(J) Demolition.

Chapter 5: Subdivision Regulations

5.1. General

(A) Subdivision Plan Requirement

An approved subdivision plan is required prior to the issuance of a building permit. It shall be unlawful for any person to construct, erect, or alter a building or structure or to develop or improve land for which a permit is required except in accordance with an approved subdivision/improvement plan. The requirement for a subdivision/improvement plan approval applies to all subdivisions located within the ARD zoning classification.

(B) Subdivision/Improvement Plan and Plat Application

Applicants seeking subdivision/improvement plan and/or plat approval shall submit an application to the City. The Developer may submit multiple projects for approval under a single application. The cover sheet shall state all projects seeking approval.

(C) Permits

The applicant shall obtain permits from the City, the water management district, and FDEP as applicable prior to the issuance of a certificate of occupancy by the City.

(D) Expiration of Approvals

The approval of the subdivision/improvement plan shall be valid for a period of 60 months. If the applicant has not obtained a permit for construction of the site within 60 months and if an extension of time has not been approved by the City Commission on a demonstration of good cause, approval shall be automatically revoked and the applicant must reapply under the provisions of this LDR or any subsequent code in effect.

(E) Garage or Carport

Minimum one (1) car parking shall be provided per residential unit for single family dwelling units

(F) Landscape or Photometric Plans

No landscape or photometric plans are required.

(G) Commercial Roadways and Subdivisions

Non-publicly dedicated roadways and non-residential subdivisions may be constructed from time to time pursuant to individual site plan approval without the need for platting.

5.2. Procedure for Subdividing Land

All submittals of plans and applications will be made to the City. There shall be two (2) stages for the approval of all subdivision plats. These stages are intended to allow for a full and adequate review by the City in order to ensure and protect the public interest. These two (2) stages include a subdivision/improvement plan and final plat.

The mylar, or equivalent material copy of the approved final plat, will be retained by the City for the purpose of recording with the Clerk of the Courts of Lake County after approval by the City Commission. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Community Development Department to the County Clerk within three (3) days when final approval is received. No plat of lands in the City subject to this LDR shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the City Commission.

5.3. Lot Split/Lot Line Deviation

(A) Application Process

The following items and application fees are required when applying for a lot split or deviation. All submittals are to be sent to the City of Leesburg, Community Development Department for approval. All information must be supplied in digital format in accordance with the City's digital submittal standards.

(B) Submission Requirements

(1) Application form provided by City (Appendix 2)

(2) A boundary survey for all parcels that includes and identifies the following:

(a) Overall legal description of the original parcel
(b) Legal description of each parcel created
(c) Legal description of all existing and created easements
(d) All existing structures and improvements
(e) 100-year flood zone and elevation
(f) Jurisdictional wetland line and/or environmental easement

(3) Copy of the property record card or recorded warranty deed(s)

(4) Lot split review fee

5.4. Subdivision/Improvement Plan Submittal Requirements

(A) Layout

Subdivision/improvement plans shall be prepared on sheets with a minimum size of 18 inches by 24 inches. A key map or sheet must be provided for easy navigation through the individual sheets.

(B) Minimum Requirements

The applicant shall have a registered professional engineer prepare the plans and calculations in conformance with the format, design, and improvement standards required by these regulations and the requirements of other regulatory agencies. All submittals shall contain the following at a minimum:

(1) Title with the following information:

(a) Proposed subdivision name;
(b) Section, township, and range of the property;
(c) Date of preparation.

(2) Scale and north arrow;

(3) Vicinity map showing relationship between area proposed for development and surrounding properties, streets, and landmarks;

(4) Legend showing information such as zoning, acreage to be subdivided, number of lots, phase number, and datum;

(5) Legal description and tax identification of the lands to be subdivided; if multiple subdivisions are submitted under a single application, the overall legal description including all projects shall be provided;

(6) Certification of registered professional engineer;

(7) Contact information of the property owner, surveyor, and engineer;

(8) Bearings and distances of boundary lines with a thicker line;

(9) Location, width, and purpose of existing and proposed easements and rights-of-way;

(10) The lot lines, typical lot dimensions, and lot numbers shall be shown;

(11) Identification of existing and proposed streets on and adjacent to the tract to be subdivided including: the name, right-of-way width and location; approximate grades and gradients; type, width, and elevation of surfacing; and legally established centerline elevations, sidewalks, paths, curbs, gutters, culverts, etc., as applicable. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown;

(12) Identification of existing and proposed utilities on and adjacent to the tract to be subdivided, including storm, sanitary sewer, water, irrigation, and reuse plans as applicable;

(13) Contours at a minimum of one-foot intervals for the tract being subdivided and extending 25 feet beyond the property line;

(14) The pipe utility systems (i.e. potable water, sanitary sewer, reuse, irrigation) for each project shall be shown on a master plan. The master plan shall indicate the general locations of all easements, mains, manholes, valves, hydrants, services, and service laterals with respect to the proposed development improvements and the existing systems. Main sizes shall be indicated on the master plan;

5.5. Final Plat Submittal Requirements

(A) Final Plat Map

The required submittals, meeting the legal requirements of platting, of the final plat shall consist of a fully-executed, correct plat map, meeting all state and City standards. The final plat shall be drawn with black drawing ink on mylar, using sheets sized 24 inches by 36 inches at a scale of sufficient size to show all detail. Each sheet shall have a marginal line completely around the sheet placed to leave three-inch binding margin on the left and one-half inch margin on the other three (3) sides. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by the Professional Surveyor/Mapper.

(B) Additional Required Submittals

Approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City:

(1) Copies of the maps shall be submitted to the Community Development Department. The sheet size shall be 24 inches by 36 inches unless another size is approved. In lieu of as-built construction drawings, one (1) of the following may be submitted: escrow agreement, performance bond, Developer's surety company completion bond, or Developer's cash completion bond.

(2) The approval of any subdivision plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided. Subdivisions being developed in a CDD shall be exempt from performance bonds.

(3) In all cases where public improvements occur, a two-year maintenance bond in the amount of 20 percent of the construction costs must be submitted. In lieu of a surety, a cashier’s check or certified check may be used as the form of guaranty when accompanied by a maintenance bond agreement. The amounts of the performance and maintenance bond must be approved as adequate by the City. At the conclusion of the two-year maintenance period, the Developer may petition the City to release the maintenance

bond. The City will inspect the public improvements and issue a determination of any public improvements covered by the bond that are in need of repair. Upon verification that all repairs have been made, the City will release the maintenance bond. Subdivisions and roadways being developed in a CDD shall be exempt from maintenance bonds.

(4) Upon submittal by the Developer's engineer of a Certification of Completion stating that the work was constructed under their observation, and has been completed in substantial conformance with the approved development plans and in compliance with the requirements of this LDR; the City will have five (5) working days to provide Developer with a letter of approval. The date of the letter of approval from the City will begin the two-year maintenance period. 90 days before the two-year maintenance period is up, the Developer will notice the City that the two-year maintenance period is up. 30 days before the 90 day period ends, the City will inspect and either provide a punch list items or approval and begin maintenance of the roadway at the end of the two-year period.

(5) Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.

(6) A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.

(7) If there is a HOA, then an agreement outlining the supervision and maintenance of all common areas within the subdivision.

(8) Copies of all applicable permits (i.e. driveway, water management district, County, FDOT, etc) shall be provided.

(C) Clerk of Circuit Court Recording

Within three (3) days, the approved plat shall be submitted to the Clerk of Circuit Court for recording with the recording fee. At the time of recording, the following shall be submitted to the Clerk for distribution:

(9) The original mylar, final plat and three (3) mylar copies to be contained within the Clerk's original plat book, and

(10) An additional copy of the final plat for public record.

5.6. Completion and Inspection of Improvements

All physical improvements (including all utilities) shall be installed in accordance with the approved improvement plan. The applicant shall notify the City as to all plan modifications during construction if field conditions, or other circumstances, necessitate changes. The improvements may be completed by one (1) of the following:

(A) Prior to the filing of the final plat for approval;

(B) Surety performance bond, if applicable;

With the City Commission's approval, the Developer, in lieu of completing the improvements as stated above, shall furnish a surety performance bond to the Commission for and on behalf of the City. The bond should be sufficient to cover the cost of remaining uncompleted improvements required to be installed by the subdivider. Subdivisions and roadways being developed in a CDD shall be exempt from performance bonds.

(C) Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and other corners set in accordance with chapter 177 Florida Statutes; and/or

(D) The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review

shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

5.7. Model Homes

Except as otherwise provided for in this section, no building permit shall be issued until such time as a certificate of completion has been issued by the City Engineer and final plat approval has been obtained. A developer may be allowed to obtain building permits on up to 49 percent of the approved lots within a proposed subdivision prior to the issuance of a certificate of completion by the City and final plat approval. A CO will not be issued on any model home permitted by this section until the City has issued a certificate of completion.

Chapter 6: Technical Standards

6.1. Potable Water

The specifications for the construction of the potable water system can be found within the latest edition of The Villages Construction and Development Manual (Appendix 1). The specifications shall meet FDEP criteria. The level of service for an Equivalent Residential Unit (ERU) for the potable water system is 86 gallons per day (gpd) on an average annual basis. The design criteria for the potable water system include the following:

(A) Water Valves

Water valves shall be provided as stated below for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained, and repaired water distribution system.

(1) Valves are to be placed so that the maximum allowable length of the water main required to be shut down for repair work is 500 feet for pipe sections with customer services or 1,000 feet for pipe sections without customer services.

(2) Valves are to be placed on all new fire hydrant stubs; at both ends of all jack and bore crossings; and at both ends of crossings of streets classified as major collector roads, arterial roads, or with three (3) or more thru lanes of traffic.

(3) As a general rule, the placement of the valves at a branch connection shall be downstream of the source of water.

(4) Gate valves shall be used for water mains with a diameter up to and including 12 inches and butterfly valves shall be used for water mains with a diameter of 16 inches or greater.

(5) Air release valves (ARVs) shall be installed on all transmission mains where the change in elevation is equal to or greater than 0.5 times the diameter of the water main.

(6) Two-inch blow off valves shall be installed on all terminating mains that do not include a fire hydrant.

(B) Water Mains

(1) Water mains shall be sized appropriately to meet the minimum design pressure and required fire flow.

(2) Minimum depth of all water mains shall be three-feet from the top of pipe to finished grade.

(3) All water mains, other than individual service lines, shall be looped where practical.

(C) Fire Hydrants

Where fire hydrants or fire systems are to be installed, the minimum diameter water main serving the hydrant shall be six (6) inches for looped lines and eight (8) inches for dead end lines. A maximum of two (2) fire hydrants shall be allowed on a looped six-inch water main and no more than one (1) hydrant on a dead end eight-inch water main. All hydrant connections off the water mains shall be six (6) inches in diameter. Fire hydrants shall be provided and approved by the appropriate fire department having jurisdiction over the project area.

(D) Design Calculations

Design calculations, prepared by a registered professional engineer, shall be submitted to the utility provider for review concurrent with the plans that demonstrate the capability of the proposed potable water system of providing the required fire hydrant flow (minimum 1,000 gpm) plus maximum day customer demand flow at all parts of the system. The design calculations shall demonstrate the expected operating pressures for the water system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. All

pressure connections on the existing system used for calculation purposes shall be based upon a recent fire hydrant flow test, water treatment plant operating data, etc. Water main capacity shall be designed to maintain a minimum pressure of 25 pounds per square inch (psi) at street level under all fire flow conditions.

(E) Water Services
Water services shall be installed on each lot and may be either single or double type services for subdivision lots, both residential and commercial.

(F) Separation Between Sanitary Sewers and Water Mains
The minimum horizontal separation between sanitary sewers and existing or proposed water mains shall in accordance with FDEP regulations.

6.2. Sanitary Sewer

The specifications for the construction of the sanitary sewer system can found within The Villages Construction and Development Manual, latest edition. The level of service for an ERU for the sanitary sewer system is 86 gpd on an average annual basis. The specifications shall meet FDEP criteria and minimum pipe slopes listed in Table 6-1. The design criterion for the sanitary sewer system is as follows:

(A) Manhole Connection
A drop manhole connection shall be required for all inverts 24 inches or more above the floor of the manhole.

(B) Service Lines

Unless otherwise approved by the Utility, service lines from the property line to the collection sewer shall be at a minimum depth of three (3) feet at the property line and shall be laid to straight alignment and uniform slope compliant with FDEP regulations. All service lines shall be at least four (4) inches in diameter. Cleanouts shall be provided as determined by the engineer of record, but shall not be spaced greater than 100 feet.

(C) Air Release Valves
ARVs shall be provided in high spots of force mains as shown on the drawings or as directed. If obstructions are encountered during construction that cause a dip and a consequent sharp rise in the force main, then an air release valve shall be installed at the newly created high point upstream from the dip.

(D) Design Considerations
(1) Sewers 24 inches in diameter or less shall be installed with straight alignment and grade between manholes.
(2) Manhole spacing shall not exceed 400 feet for sewer mains 15 inches or less, and 500 feet for sizes larger.
(3) All sanitary sewer mains shall terminate in manholes.
(4) All manholes and sewers shall be located in public rights-of-way or assigned easements.

(E) Sanitary Sewer Easements
Sanitary sewer easements shall be required for all gravity sanitary sewer lines which are not in a public right-of-way. Easements shall be a minimum of 10 feet wide for sanitary sewers that are not more than 10 feet deep. For sewers that are more than 10 feet deep, the easement shall be a minimum of 20 feet wide. The utility provider may approve a narrower easement.

(F) Sewer Main Dimensions
Sewer main pipe diameters shall be a minimum of eight (8) inches in diameter. Sewer service laterals shall be a minimum of four (4) inches in diameter.

(G) Mean Velocities
Sewer mains and laterals shall be designed and constructed to give mean velocities, when flowing full, of not less than two feet per second based on the Manning formula using an "n" value of 0.013.

Table 6-1: Minimum Pipe Slopes

Pipe Diameter	Minimum Slope (%)
4/6-in (building sewer or sewer lateral)	1.00
8-in (gravity sewer main)	0.40
10-in (gravity sewer main)	0.28
12-in (gravity sewer main)	0.22

(H) Sewer Main Cover
Sewer mains shall maintain a minimum cover of 36 inches. The depth of cover shall be measured from the top of sewer main to the finished grade directly above the pipe.

(I) Manholes
Manholes shall have a maximum spacing between sewer manholes shall not exceed 400 feet for sewer mains 15 inches or less and 500 feet for sizes larger A manhole shall be required for all changes in slope or alignment.

(J) Lateral Length
Lateral length shall be limited to a maximum of 150 feet. Cleanouts shall be provided at a minimum of every 100 feet.

(K) Force Mains
Force mains shall be designed to maintain a minimum velocity of two feet per second. Temporary conditions may allow lower velocities with approval from the utility provider. The working pressures within the system shall not exceed the pressure class of the pipe with a 2.0 safety factor.

(L) Valves
Valves shall be installed on all subsidiary force mains at the point of connection to the major main.

(M) Generators
Generators at sanitary lift stations shall be installed per the utility provider's discretion.

(N) Grease Interceptors
Grease interceptors shall be installed in exterior locations per MEP recommendations and subject to The Villages DRC approval.

(O) Irrigation/Reuse/Stormwater Force mains
The City acknowledges that the applicable utility may utilize the public stormwater conveyance system to transfer captured stormwater and treated reuse within the stormwater basins via gravity flow and pressure pipes to improve water conservation.

6.3. Drainage and Stormwater Management

The Stormwater Management System shall meet the criteria of the water management district and The Villages DRC.

(A) Types and Requirements

Where drainage pipes are utilized, the following standards apply:

(1) Storm sewers shall be constructed with FDOT approved material in areas owned and maintained by the City. An inlet or manhole is required at each change of alignment or grade (not to include yard drainage systems);

(2) The following maximum lengths of pipe listed in Table 6-2 shall be used when spacing access structures of any type:

Table 6-2: Pipe Lengths

Pipe Diameter (in)	Maximum Pipe Length (ft)
Less than 18	300
24 - 36	400
Greater than 42	500

(B) Minimum Requirements for Stormwater Conveyance System Design

(1) All storm sewer systems and culverts shall be designed taking into consideration the tailwater of the receiving facility or water body. The tailwater elevation used shall be based on the tailwater elevation of the receiving water body at the peak time of the design storm. Alternatively, the tailwater may be assumed to be the design high water elevation of the receiving water body for the design storm. Table 6-3 lists the minimum requirements for conveyance system design.

Table 6-3: Minimum Requirements for On-Site Stormwater Conveyance Systems

Facility	Frequency and Duration
Principal arterial bridges and evacuation routes	100-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage internal to the development	10-year 24 hours

(2) The hydraulic gradient line for the storm sewer system shall be computed taking into consideration the design tailwater on the system and the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.

(3) The minimum design criteria to be utilized for the design of pavement drainage are listed in Table 6-4.

Table 6-4: Pavement and Drainage Criteria

Facility	Frequency and Duration
Arterial streets	10-year, 24-hour, hydraulic gradient line 1.0 foot below the gutter flowline
Collector and local streets	10-year, 24-hour, hydraulic gradient line 0.5 feet below the gutter flowline

(C) Erosion protection

Standard practices shall be used to prevent erosion and the depositing of soil off-site pursuant to the requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

(D) Maintenance

Except for those stormwater management systems with the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems and the Developer, or its assignees, hereby assumes maintenance of all improvements.

6.4. Roads and Sidewalks

(A) Roads

Roads within a subdivision or other development shall be classified as public roads. All roadways and road rights-of-way will be dedicated to the City. The City will maintain all improvements within the right-of-way which include, but are not limited to, pavement, pavers, bridges, tunnels, storm drains, sidewalks, curbing, street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs.

(1) Public Roads

(a) As part of the review and approval of a public road subdivision, the City shall require that roads be designed, constructed, and paved to specifications within the latest edition of The Villages Construction and Development Manual.

(b) The access points to the project may be gated with resident-only gates by the Developer or its successors or assignees. All gates will open with a push button system allowing vehicular traffic to enter the development. All gates will allow public access.

(c) Roadways within the VOWL will not be required to connect to any properties or project not owned by the same developer.

(2) Commercial Roadway Projects

The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect public safety. For non-residential access to Major Collector Roadways see Table 6.5 below.

Table 6-5: Non-Residential Access to Collector/Arterial Roadways

Speed Limit (mph)	Spacing (Ft)
35 or less	245
36-45	440
Over 45	660

(3) Golf Cars

Golf cars are allowed to utilize the roadways within the project for all roadways signed 30 miles per hour or less. Golf car access to or from city streets or multimodal paths outside the development are prohibited unless explicitly approved by the Developer or it successors or assignees.

(B) Design Standards

(1) Cul-de-sac diameters to the right-of-way line shall not be less than 100 feet with a pavement radius of 40 feet.

(2) Dead end rights-of-way with a cul-de-sac at the terminal end shall not exceed 1,500 feet. Subdivisions with a dead end shall not require a turnaround for 250 feet.

(3) Corner radii at the intersection of two rights-of-way shall be not less than 10 feet. Minimum edge of pavement radii shall be 25 feet for residential subdivisions and 35 feet for commercial or industrial subdivisions.

(4) A paved approach apron shall be constructed where a non-paved drive or road intersects with a paved road. Driveway grade shall be a maximum of 10 percent for commercial and 25 percent for residential.

(5) Roadway centerline radii in residential subdivisions shall be designed in accordance with Table 6-6. Minimum centerline radii and other geometric design criteria shall be in accordance with Chapter 16 of the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, latest edition.

Table 6-6: Minimum Centerline Radius Criteria

Roadway	Minimum Posted Speed Limit (mph)*	Minimum Intersection Spacing (Ft)	Minimum Centerline Radius (Ft)
Local Residential	10	<20 or >100	25
Local Collector	30	100	275
Arterial Road	35	330	**

*unless otherwise posted

** Per the FDOT Design Manual

(6) Minimum intersection spacing shall be 100 feet.

(7) Tracts, easements, and other similar areas that are adjacent to the right of way can be combined with the right of way to meet minimum ROW width criteria as stated in Table 6-7 below.

(8) Roadways with inverted crown are not required to have curb.

(9) Roadway Standards following Guidelines for Geometric Design of Low-Volume Roads are acceptable as well as FDOT Greenbook. No vertical curves are required when the algebraic difference is less than 2%.

Table 6-7: Right-Of-Way Widths

Street Type	ROW Width (ft)	Roadway Lane Widths (ft)	Width of Pavement (ft)	Sidewalk
Local Residential	35	10	20	*
Local Collector	35	10	20	*
Arterial	80	11	22	*
Note: This table applies for new construction. Maintenance projects shall attempt to satisfy these requirements as deemed practical. *Sidewalk widths and locations shall be per developer.				

(C) Driveway Access

(1) There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street.

(D) Sidewalk and trail placement is per the Developer's discretion.

(E) Sign and Pavement Markings

(1) Signing and marking plans shall be required to show size, location, materials, and message of all devices.

(2) The design engineer shall design the project plans providing for installation of signs as per the requirements of this LDR. Street signs are required at every intersection. Stop signs and stop bars requiring vehicles to stop are required on the minor street at all intersections. All stop signs shall be high intensity grade. Stop signs may be 30 inches on arterial/collector roadways and 24 inches on local streets. A 30 inch stop sign shall be used when transitioning from a local street to an arterial/collector street. Signs establishing maximum speed limit are required on collector roads at intervals not to exceed 2,000 feet and at the entrance to the subdivision. Project wide speed limit signs on major roadways (i.e. CR 470) are an acceptable replacement for speed limit signs within each subdivision. The speed limit shall be determined by the project engineer in accordance with Section 316.183 and 316.18, Florida Statutes, and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Highways, Roads, and Streets in Florida, Florida D.O.T., latest edition. Dead end signs shall be erected at the beginning intersection of all discontinuous roads. No outlet signs shall be erected at the entrance intersection when an intersection is the only outlet from a street network.

(3) All sign sizes, colors, mounting heights, etc. shall be in accordance with the latest edition of The Villages Construction and Development Manual.

(4) All pavement centerline and edge markings Private or Public Roads shall be four-inch wide paint, in accordance with FDOT specifications. Stop bars shall be 24 inches wide. All other pavement marking dimensions shall comply with the MUTCD and FDOT Standard Index, latest revision.

6.5. Parking Requirements

Table 6-9 lists the minimum standards for off-street parking within the development.

Table 6-9: Minimum Standards for Off-Street Parking Requirements

Land Use	Required Parking Spaces Per Indicated Areas
Bowling Alley	3.0 Per lane
Church/Synagogue	1.0 Per 3 seats
Fiduciary Institutions	1.0 Per 300 square feet gross floor area (GFA)
Hotel	1.1 per sleeping room or rental unit
Industrial	1.0 Per 750 square feet GFA
Manufacturing	1.0 Per 750 square feet GFA devoted to manufacturing
Medical Center	1.0 Per 250 square feet GFA
Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds
Independent Living Facility	To be determined by specific occupancy
Nightclub/Bar	1.0 Per 2.5 seats
Offices	3.0 Per 1,000 square feet GFA
Restaurant and Fast Food Establishment	1.0 Per 125 square feet of gross leasable area or 1 Per 2.5 seats, whichever is greater
Multi-Family Residential Units	1.5 Per 1.0 units
Commercial or general retail independently located	1.0 Per 250 square feet of gross leasable area
Golf Driving Range	1.0 space per tee
Recreational Use	To be determined by specific occupancy
Public/Institutional Use	To be determined by specific occupancy
Mixed Use Shopping Center Under 400,000 square feet gross leasable area (GLA)	3.5 Per 1,000 square feet GLA
Mixed Use Shopping Center Over 400,000 square feet GLA	3.0 Per 1,000 square feet GLA
Storage areas	1.0 Per 2,000 square feet GLA
Theater	1.0 Per 4 seats
Warehouse	1.0 Per 3,000 square feet GFA

(A) Habitable Building Area

Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets, and similar areas of a building. Parking within the development shall be measured on an aggregate basis, and at the time of site plan submittal. The owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the project depicted in the site plan.

(B) Reconstruction

Once a structure has been constructed and parking provided pursuant to the requirements set forth in this LDR, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.

(C) Loading, Unloading Zones and Stacking
Parking areas may be used as loading and unloading zones without striping or demarcation. Appropriate stacking distances shall be provided for drive thru facilities.

(D) On-Street Parking
On-street parallel parking may be constructed with a minimum width of eight (8) feet and a length of 22 feet.

(E) Modification of Parking Requirements
Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages DRC. No approval from the City is required to modify parking criteria within this LDR.

(F) Parking Space Dimensions
The minimum parking space shall be 10 feet in width by 18 feet in length. Parking spaces for the physical handicapped shall comply with the requirements of the Florida Building Code.

(G) Garage or Carport
Minimum one-car parking shall be provided per residential unit. A one-car garage or carport and driveway combination shall count as off-street parking spaces.

(H) All Other Proposed Uses
Any proposed use not found within this section shall defer to The Villages DRC.

6.6. Tree Protection

The Developer is exempt from tree protection criteria.

Appendix 1: The Villages Construction and Development Manual, Latest Edition

[UNDER SEPARATE COVER]

Appendix 2: Development and Plat Application

Appendix 3: Engineer's Certification of Satisfactory Completion and Final Construction Clearance Procedure

Appendix 4: Electronic Application Submittal

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760

Development and Plat Application

Project Name: _____

*A project name is required for all submissions. Please choose a unique name for your project.

Application Type:

___ Final Plat
___ ROW/Plat Vacate
___ Replat of Subdivision
___Improvement/Subdivision Plan
___ Lot Split
___ Site Plan

Contact Information:

Applicant Name: _____ Phone: _____
Address: _____ Email: _____
Owner Name: _____ Phone: _____
Address: _____ Email: _____
Engineer Name: _____ Phone: _____
Address: _____ Email: _____

Property and Project Information:

Property Address: _____
List Parcel Number(s):_____
Current Property Use: _____ Proposed Use of Property: _____
Current Future Land Use: _____ Current Zoning: _____

Required Submittal Items:

All items will be submitted by electronic means; ie, "BOX" or FTP Site

___ Development Services Application
___ Legal Description (Microsoft Word Format)
___ Final Plat (and supporting documentation)
___Plans (24" x 36")
___ Stormwater / Drainage Calculations (as applicable)

Applicant Signature: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form from the owner to submit application.

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760
www.leesburgflorida.gov

Engineer's Certification of Satisfactory Completion

City of Leesburg
204 N. 5th Street
Leesburg, Florida 34748

Project Name: _____

Phase: _____

In my professional opinion and to the best of my knowledge, information, and belief, the above referenced project has been completed in general conformance with the final engineering plans approved by the City of Leesburg.

Should you have any questions or comments regarding this matter, please feel free to contact our office.

Farner Barley and Associates, Inc.

By: _____

_____
(Typed Name)

SEAL REQUIRED

Registered Engineer No. _____

STATE OF FLORIDA
Date: _____

City of Leesburg, Florida
Planning & Zoning Department
204 5th Street, Leesburg, FL 34748
Tel: 352.728.9760

Final Construction Clearance Procedures

Project Name: _____

Submittal requirements prior to issuance of Building Certificates of Occupancy (C.O.)

The following items are required to be submitted to the City in one complete package by electronic means; ie, "BOX or FTP Site.

____ One (1) Engineer of Record Certification of Completion form

____ One (1) 24" x 36" Record Drawing Plans

____ One (1) SHA-1 Form

TO BE PROVIDED WITHIN 90 DAYS OF ISSUANCE OF C.O.:

Additional submittal requirements subsequent to issuance of Building Certificates of Occupancy (C.O.).

1. **Final As-Built Plans**

2. **Final Clearance of Potable Water and Sanitary Sewer Systems by FDEP**

3. **Letter certifying that the constructed stormwater ponds have adequate volume for the project being certified complete**

The licensee must retain the hardcopy.

Upload completed Engineer's Certification of Satisfactory Completion form and submittal package, properly signed, sealed and dated to the "BOX".

ELECTRONIC APPLICATION SUBMITTAL

Name of the project: _____

P.E. Name: _____

P.E. Number: _____

Date of Document Sealing: _____

P.E. Contact information Mailing Address: _____

_____

Telephone #: _____ Email Address: _____

Name of Document	SHA-1 Authentication codes (Digest and Public Key)

PE Certification Statement, Signature, Seal and Date _____

(SEAL)

EXHIBIT 5

RESERVED

Kimley»Horn

MEMORANDUM

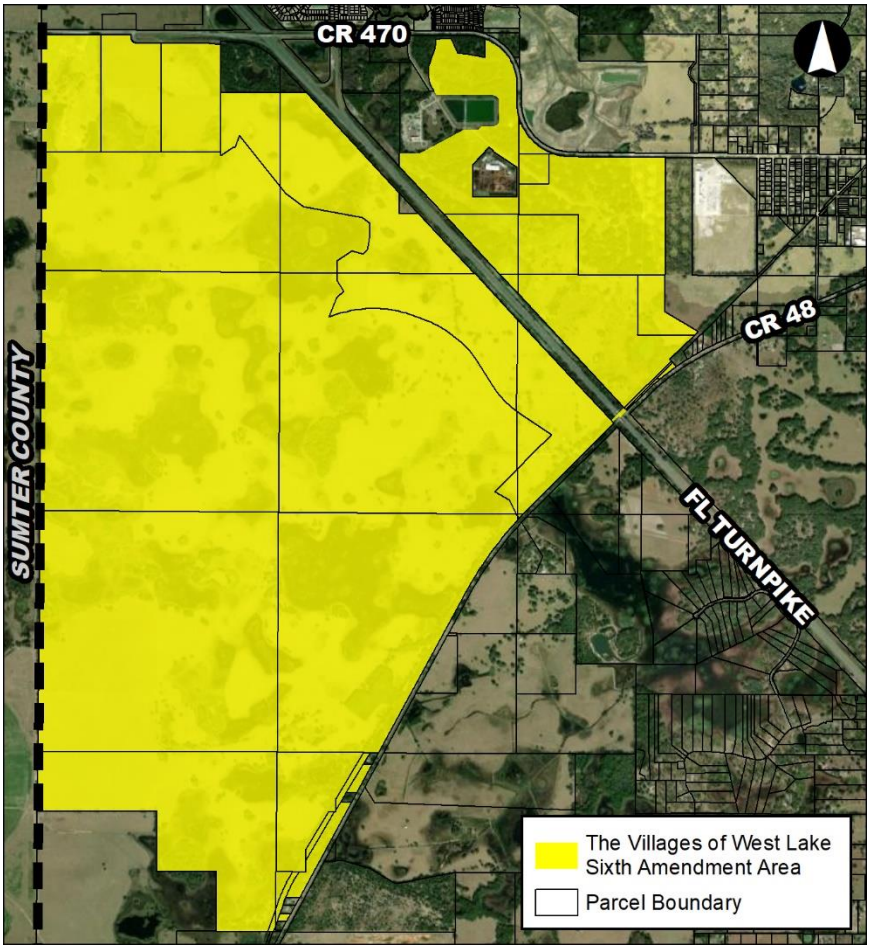
To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: July 27, 2023

Subject: Sixth Amendment to The Villages of West Lake
Transportation Analysis

This memorandum is in support of submittals for the Sixth Amendment to The Villages of West Lake in the City of Leesburg, Florida. The Villages of West Lake Sixth Amendment area is composed of 38 parcels totaling approximately 4,192.5 acres:



- One (1) 79.3-acre parcel located south of Florida's Turnpike, just south of CR 470. The parcel is currently designated as Regional Office on the County's Future Land Use Map.
- Twenty-four (24) parcels which total 3,599.6 acres located south of Florida's Turnpike and CR 470, and north of CR 48. The parcels are currently designated as Secret Promise Mixed Use (SP Mixed Use), Conservation, and FL Turnpike on the City's Future Land Use Map.
- Thirteen (13) parcels which total 513.6 acres located north of Florida's Turnpike and CR 48, and south of CR 470. These parcels are currently designated as Institutional, Industry Technology Commerce Park (ITCP), and Age Restricted Development (ARD) on the City's Future Land Use Map.

The Sixth Amendment includes the re-designation of these parcels to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

However, the Sixth Amendment proposes no new land use intensities in addition to what is currently approved for The Villages of West Lake. The current cumulative land use approved for the Villages of West Lake (and proposed for the Sixth Amendment) are as follows:

- 14,185 residential dwelling units
- 4,100,000 square feet of non-residential use

As the Sixth Amendment does not increase land use intensities from what is currently approved for The Villages of West Lake, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

Furthermore, as there is no change in land use intensities from what is currently approved for The Villages of West Lake, the Sixth Amendment is actually a reduction of development that the Sixth Amendment parcels are currently entitled for on the City's Future Land Use Map.

As is typical with long range planning, The Villages will continue partnerships and coordination with the Florida Department of Transportation (FDOT), Lake-Sumter Metropolitan Planning Organization (MPO), and others beyond this Sixth Amendment submittal to monitor the impacts of development to identify actual roadway needs in the future.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

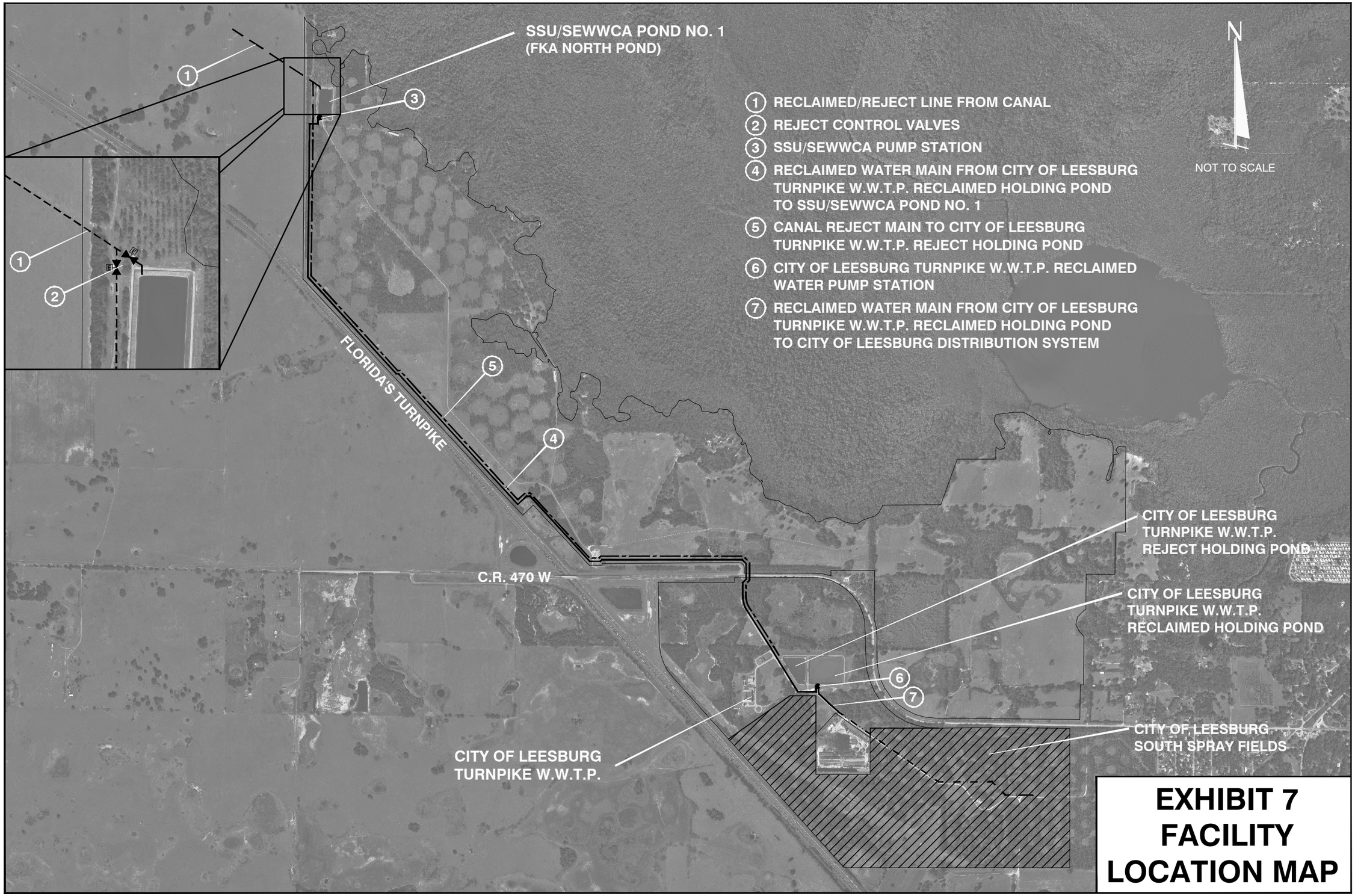


EXHIBIT 7
FACILITY LOCATION MAP

EXHIBIT 8

RECLAIMED WATER OPERATIONAL CONTROL STRATEGY
CITY OF LEESBURG TURNPIKE & CANAL ST WWTP
AND SSU/SEWWCA PONDS

The intent of this reclaimed water control strategy is to provide a general framework for operation of the overall system between the City of Leesburg (City) and South Sumter Utilities/Southeast Wildwood Water Conservation Authority (SSU/SEWWCA). Due to the complexity of treatment, pumping and environmental systems, there are potential scenarios and events that cannot be addressed. When these atypical events occur parties shall agree to expeditiously pursue all necessary actions to resume normal effluent operations as soon as reasonably possible.

The SSU/SEWWCA operations are to be monitored and controlled via the existing SSU/SEWWCA Supervisory Control and Data Acquisition (SCADA) System. The Canal St and Turnpike Wastewater Treatment Plants (WWTPs) Operations are to be monitored and controlled via the City's SCADA System. In the descriptions which follow, all set-points will be adjustable through the associated City's SCADA system or the Operator Interface Terminals (OIT) located at each of the City's sites. There will be no connection between the City's and SSU/SEWWCA SCADA systems.

SSU/SEWWCA Permissive Signal: The SSU/SEWWCA SCADA system will monitor the level of the SSU/SEWWCA Pond no. 1 (i.e. North Pond). This system is responsible for providing a "permissive" command to the City's SCADA System to allow the transfer of reclaimed water to the SSU/SEWWCA Pond No. 1, via the City's SSU/SEWWCA dedicated transfer pump station. This permissive will be either manually initiated by the SSU/SEWWCA operator or automatically initiated through PLC logic. The automatic mode is based on the water level in the SSU/SEWWCA Pond No. 1being below the full level (high water level, HWL). This level will be adjustable via the SSU/SEWWCA SCADA system. This level will typically be set to between 2- to 4-feet of freeboard. After the pond reaches a full level, the pond must fall by an operator adjustable level before the permissive will be reinitiated, typically 3- to 6-inches. This will prevent short cycling of the City's SSU/SEWWCA transfer pump station. If additional basins are constructed adjacent to the reclaimed water main from Turnpike WWTP to the SSU/SEWWCA Pond No. 1, that can receive reuse. the permissive signal from SSU/SEWWCA will be modified to include level monitoring of these basins.

Canal St WWTP to SSU/SEWWCA Pond No. 1
The Canal St WWTP ground storage tank has associated effluent and reject pumping facilities. Both of the pumping stations can convey flow south to the SSU/SEWWCA Pond No. 1 or the Turnpike WWTP.

Normal Operation:
Upon receipt of permissive from SSU/SEWWCA system network, the City's high service pumps will convey reclaimed water to SSU/SEWWCA based on the water levels in the reclaimed tank.

SSU/SEWWCA Non-Permissive:
If no permissive from SSU/SEWWCA system network is received and a high water level (HWL) is reached in the Canal St. WWTP reclaimed tank, the City shall coordinate with SSU/SEWWCA to determine if permission can be manually initiated. If capacity is not available in the SSU/SEWWCA Pond No. 1, the City shall actuate the control valves at the SSU/SEWWCA Pond No. 1, the pond discharge valve will be closed and the reject valve will be opened. The reclaimed water will be diverted to either the reclaimed or reject reservoirs at the Turnpike WWTP for storage. Depending on where the reclaimed water was discharged, it will be sent for disposal on the City's South spray fields, conveyed to City's Public Access Reuse (PAR) system, or delivered to an SSU/SEWWCA storage basin once a permissive signal has been initiated.

Reject Operation:
Independent of the permissive condition of the SSU/SEWWCA system network and prior to the conveyance of non-compliance (reject) water from the Canal WWTP to the Turnpike WWTP, the City shall remote actuate and manually verify position of the valves at the SSU/SEWWCA Pond No. 1. If available SSU/SEWWCA will assist to manually verify valve position. The City shall immediately notify SSU/SEWWCA of a reject condition, and shall provide the estimate duration until normal operation will be resumed. The SSU/SEWWCA discharge valve will be closed and the reject valve will be opened. Reject water will be diverted to reject reservoirs at the Turnpike WWTP for retreatment or disposal on the South spray fields. The City shall be responsible to meet the FDEP requirements for flushing and disinfecting the reuse/reject water main from Canal St WWTP to the SSU/SEWWCA Pond prior changing the control valve position and sending reclaimed water to SSU/SEWWCA. Return to reclaimed shall be a City operator decision and not an automatic process. City shall notify SSU/SEWWCA prior to returning to normal reclaimed operation. SSU/SEWWCA SCADA operators shall not have control to actuate direct reclaimed effluent from the Canal Street WWTF into the North Pond or to bypass it to reject.

Turnpike WWTP to SSU/SEWWCA Pond No. 1 and Additional Reclaimed Ponds.
The Turnpike WWTP reclaimed reservoir has three (3) pump stations: the City's PAR system pump station, the SSU/SEWWCA transfer station and the reject pump station. The reject pump station conveys flow to the south spray field.

Normal Operation:
The City's effluent pump stations will generally convey reclaimed water to SSU/SEWWCA, City's PAR distribution and reject (spray fields) based on the water levels in the reclaimed storage reservoir as indicated in the table below:

Water Level Settings	PAR PS	SSU/SEWWCA Transfer PS	Reject PS
HWL	On(1)	On(2)	On
SSU/SEWWCA Level	On(1)	On(2)	Off
Leesburg Only Level	On(1)	Off	Off

LWL	Off	Off	Off

1. Assumes demand in City's PAR system
2. Assumes permissive signal from SSU/SEWWCA

The variable speed pump stations will run to maintain an adjustable levels in the Turnpike reclaimed reservoir. Any excess reclaimed water beyond the Leesburg level will be transferred to the SSU/SEWWCA. Pumping will be suspended to SSU/SEWWCA should the level fall to below the City Only water level. The City will operate the Turnpike reclaimed reservoir in such a way as to maximize turnover of the stored effluent.

The Leesburg PAR pump station and SSU/SEWWCA station can be interconnected to send additional flow SSU/SEWWCA. It will be the City's discretion to utilize the interconnection based on anticipated system demands. The City shall notify SSU/SEWWCA before the interconnection is opened and when the interconnection is closed.

SSU/SEWWCA Non-Permissive:

If a permissive is not received from SSU/SEWWCA system network the pump stations will generally convey reclaimed water to City's PAR distribution and reject system based on the water levels in the reclaimed reservoir as indicated in the table below:

Water Level	**PAR PS**	**SSU/SEWWCA Transfer PS**	**Reject PS**
HWL	On(1)	Off	On
SSU/SEWWCA Level	On(1)	Off	Off
Leesburg Only Level	On(1)	Off	Off
LWL	Off	Off	Off

1. Assumes demand in City's PAR system

Reject Operation:

If the Turnpike WWTP enters a reject condition the City shall immediately notify SSU/SEWWCA and shall provide the estimated duration until normal operation will be resumed. At no time shall the City utilize the reclaimed holding pond for reject water. The City shall notify SSU/SEWWCA when normal operations have resumed.

EXHIBIT 9

FRANCHISE AGREEMENT
FORM DETAIL

The Form of the Franchise Agreement shall be mutually agreed to by the Parties for the following franchises which shall include audit rights:

Type of Franchise	**Annual Payment from Gross Operating Revenues**
Potable Water	5%
Wastewater Collection and Treatment	5%
Irrigation and Reclaimed Water	5%
Solid Waste Collection and Disposal	5%

EXHIBIT 10

Building Permitting and Inspection Service Delivery Agreement Between the City of Leesburg, Florida and Sumter County

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this 11th day of September, 2018, by and between the City of Leesburg ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self-government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City each provide building permitting and inspection services within their respective jurisdictions; and,

WHEREAS, The Villages® Companies undertakes various planned development projects in the City and County which cross jurisdictional boundaries; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building permitting and inspection services for The Villages® Companies will result in a more efficient and cost effective method of service delivery, ultimately enhancing economic development and promoting the safety and welfare of all of the citizens of City/County Region:

1. Service Delivery Agreement:

a. The County shall serve as the single, unified point of service for building permitting and inspections services for development by The Villages® Companies within the portion of the City which is zoned ARD (Age Restricted Development). This Agreement shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City solely for

development by The Villages® Companies within the portion of the City zoned ARD. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with State law and the The Villages® development agreement between the City and The Villages®.

b. The County shall be responsible for funding of the staff and operational costs of the services of this Agreement. Funding shall be generated from fees collected for building permit applications, reviews, and inspections for development by The Villages® Companies within the portion of the City which is zoned ARD. Fees collected for building permits, reviews, and inspections for development by The Villages® Companies within the portion of the City zoned ARD shall be the same as the then current County fee schedule.

c. The County and City agree to prepare and adopt unified operational procedures for building permit processing, review, and inspections to assure a high level of service to customers without undue delay.

d. The County shall provide for a building, permitting and inspection customer interface location within The Villages® development within the City.

2. Fire Inspections and Plan Review:

Consistent with The Villages® development agreement with the City, the County, through The Villages® Public Safety Department, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plan reviews for development by The Villages® Companies within the portion of the City which is zoned ARD.

3. Term:

The term of this agreement shall commence upon the date set forth above and be for a period of thirty (30) years, unless otherwise amended or earlier terminated as provided herein. Either party may terminate this Agreement without cause by providing the other party one-hundred eighty (180) calendar days prior written notice.

4. Dispute Resolution:

The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

a. Notwithstanding the foregoing, in the event that either Party determines, in its sole discretion and good faith that it is necessary to file a lawsuit or other

formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party Florida Supreme Court certified mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Costs of mediation shall be shared equally among the parties participating in mediation.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. Any of the time requirements set forth in this dispute resolution provision of the agreement may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such

agreement to extend time would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement to extend shall have the effect of extending any jurisdictional time requirements with regard to that claim.

5. ***Hold Harmless; Sovereign Immunity.*** To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of the Agreement. The foregoing is not intended, and shall not be construed, as a waiver by either party of the benefits of Section 768.28, Florida Statutes.

6. ***Force Majeure.*** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

7. ***Notice.*** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below or communicated through electronic mail (E-Mail) with a Read Receipt. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

If to County: County Administrator
Sumter County
7375 Powell Road
Wildwood, FL 34785

If to City: City Manager
City of Leesburg
501 West Meadow Street
PO Box 490630

Leesburg, Florida 34749

8. ***Entire Agreement; Modification.*** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

9. ***Assignment and Subcontracting.*** No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made, unless approved in writing by the parties.

10. ***Jointly Drafted.*** The Parties agree that this Agreement is entered into knowingly and voluntarily. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

11. ***Parties Acknowledgement; Parties Bound.*** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and assigns.

12. ***Waiver.*** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. ***Time is of the Essence.*** Time shall be of the essence of this Agreement.

14. ***Severability.*** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

15. ***Counterparts.*** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. ***Law of the Agreement.*** The Parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising from or related to this Agreement.

17. ***Jurisdiction and Venue.*** The Parties to this Agreement agree that venue shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited by agreement of the parties. The Parties further agree that entry into this Agreement constitutes irrevocable consent and agreement that the exclusive venue and jurisdiction for any such dispute (including any dispute that is based on only a tenuous nexus to this Agreement) shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any and all right(s), to the removal of any such dispute to any federal court. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

18. ***Attorney's Fees; and Costs of Enforcement.*** Each Party shall at the conclusion of the resolution of any and all disputes arising from or based on this Agreement, shall pay all of its own cost and attorney's fees incurred in the prosecution or defense of said dispute. Each Party shall pay its own cost and attorney's fees without regard to which Party prevailed in the resolution dispute arising from or based on this provisions of this Agreement.

19. ***Section and Paragraph Headings.*** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

20. ***Cooperation; Supplementary Actions.*** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreemont, and which are not inconsistent with its terms.

21. ***Miscellaneous.*** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

IN WITNESS WHEREOF, the City and the County have caused this agreement to be duly executed by their authorized representatives on the dates set forth above.

THE CITY OF LEESBURG

By: _____
Mayor H.D. Roburck, III

ATTEST:
_____
City Clerk J. Andi Purvis

SUMTER COUNTY

By: _____
Al Butler, Chairman

Attest: _____
Caroline AlRestimawi, Deputy Clerk

EXHIBIT 11

DEVELOPMENT PERMITTING

(The following agency permits may or may not be needed)

1. City/County
2. Water Management District
3. Florida Department of Environmental Protection (Water and Sewer)
4. Florida Department of Environmental Protection (WUP/CUP)
5. FDOT Drainage
6. FDOT Driveway
7. FEMA
8. Annexation
9. Rezoning
10. Comprehensive Plan Amendment
11. ROW Utility Connection
12. DUKE Easement
13. SECO Easement
14. Sabal Easement
15. Health Department

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: June 10, 2024

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending and restating Ordinance No. 2018-2, as amended by Ordinance No. 2018-35, and as further amended by Ordinance No. 20-14; providing a short title, providing findings and intent; granting certain non-exclusive Franchises to Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, Okeehumkee Water Conservation Authority, LLC, and their successors and assigns (Each a Franchise, and sometimes collectively referred to herein as the "Franchisees"); a Franchise period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchises shall operate; providing for conflict and severability; and providing an effective date.

Staff Recommendation:
Conduct the first reading of the ordinance and set a public hearing and second reading for May 13, 2024.

Analysis:
When the City and Villages Land Development company partnered to develop the Villages of West Lake, an agreement was reached whereby certain municipal services would be provided by the Villages or subsidiaries thereof. The municipal services that would be provided by the Villages were water, sewer, and reuse. In exchange for allowing the Villages to provide these services, the City would receive a 5% franchise fee on total sales. This ordinance formally adopts the agreement to the existing and new service areas of the Villages (Secret Promise). The Commission should approve this ordinance.

Procurement Analysis:
N/A

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

Fiscal Impact:
This is a future revenue item.

ORDINANCE NO. ~~20-1424-~~____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE ~~No~~NO. 2018-2, AS AMENDED BY ORDINANCE NO. 2018-35, AND AS FURTHER AMENDED BY ORDINANCE NO. 20-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO ~~TRI-COUNTY SANITATION, LLC, SOUTH SUMTER~~GIBSON PLACE UTILITY COMPANY, LLC, ~~AND SOUTHEAST WILDWOOD~~GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC~~" or ~~") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") ~~has significant~~each own land located in the City of Leesburg ~~("Leesburg Property");~~; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted ~~a~~ non-exclusive water ~~use franchise to~~ , wastewater, irrigation, reclaimed water, and solid waste collection and disposal franchises to the following affiliates of Owner: South Sumter Utility Company, LLC ("~~SSUC")~~SSU"), Southeast Wildwood Water Conservation Authority, LLC ("SEWWCA"), and Tri-County Sanitation, LLC ("Tri-County"), all pursuant to Ordinance No. 2018-2, as amended by Ordinance 2018-35, and further amended by Ordinance No. 20-14; and

~~**WHEREAS**, VLC has affiliates that also provide services for wastewater, irrigation, reclaimed water and solid waste collection and disposal~~**WHEREAS**, SSU and SEWWCA have since sold substantially all of their utility system assets to Wildwood Utility Dependent District, a dependent district of City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16 as amended by Ordinance No. 02021-44, duly adopted by the Wildwood City Commission on March 22, 2021 and August 23, 2021, respectively ("WUDD"), and in connection therewith, the City granted to WUDD a

non-exclusive franchise to operate those same utility systems within certain portions of the Leesburg Property (defined below); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property, and in connection with that development, Owner's affiliates will provide services for water, wastewater, irrigation, and reclaimed water, and these affiliates have established a consistent track record of quality and efficient services; and

WHEREAS, ~~The City~~Owner has requested that the City grant to those affiliates, and ~~VLC desire to combine all~~the City wishes to grant to those affiliates, non-exclusive franchises ~~into~~in one ordinance for easier administration and consistency in order to serve ~~property inside the City of~~the Leesburg ~~that is developed by VLC~~Property; and

WHEREAS, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City also wishes to grant a non-exclusive solid waste collection and disposal franchise to Tri-County by separate Ordinance, on or about the same date as this Ordinance.

WHEREAS, it is in the best interest of the City to provide non-exclusive franchises to ~~SSUC, Tri-County Sanitation~~Owner's affiliates, Gibson Place Utility Company, LLC ~~("Tri-County") and Southeast Wildwood~~, Gibson Place Water Conservation Authority, LLC ~~("SEWWCA") as~~, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, all to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure.

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

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Water Franchisee Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(~~1~~a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

~~(2) VLC is the owner of~~(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve water, wastewater, irrigation, and reclaimed water utilities to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(~~3) VLC~~c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(4d) The Leesburg Property is currently located within the City's exclusive water, wastewater, irrigation and reclaimed water ~~and solid waste collection and disposal~~ service area.

(~~5~~e) The City Commission has considered a request submitted by the proposed Franchisees, which are ~~Tri-County Sanitation, LLC, South Sumter~~Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and ~~Southeast Wildwood~~Okeehumkee Water Conservation Authority, LLC, to provide potable water, wastewater, irrigation and reclaimed water ~~and solid waste collection and disposal~~ to serve the Leesburg Property.

(~~7~~f) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(~~8~~g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee(s) are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(~~9~~h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(~~10~~i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee(s) to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee(s)" shall mean ~~South Sumter Utility Company, LLC, Tri-County Sanitation, LLC and Southeast Wildwood Water Conservation Authority, LLC, each a Florida~~Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this Amended and Restated Villages ARD Water Franchisee Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from

time to time for development as part of the Villages ARD ~~Planned~~ Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisee(s) from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other nonuser fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes.

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The ~~Franchises~~Franchisees shall only self-serve within the Territory unless mutually agreeable by both parties. The foregoing rights granted the Franchisees shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once ~~the Franchisees~~this Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166. Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to ~~South Sumter~~Gibson Place Utility Company, LLC.** The Franchise being granted to ~~South Sumter~~Gibson Place Utility Company, LLC, is to construct, operate and maintain a Potable Water ~~Treatment and~~ Distribution System and a Wastewater Collection, Treatment, and ~~Transmission~~Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, ~~the~~ Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities ~~for the distribution and transmission of water to customers.~~

~~(b) Operation and maintenance costs of the water treatment, distribution and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for these types of investor owned utilities~~.

For the Wastewater System, the Franchisee is authorized to:

~~1~~1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(b) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(c) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the ~~City~~ wastewater treatment facilities~~; and~~.

~~2)~~ Operation and maintenance costs of the water and wastewater ~~collection, and transmission systems~~systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for ~~these types of~~ investor owned utilities.

(~~b~~d) **Franchise Granted to ~~Southeast Wildwood~~Gibson Place Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of ~~Southeast Wildwood~~Gibson Place Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such ~~Irrigation Water~~irrigation water may be derived from ~~storm water, reclaimed wastewater~~stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition

to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(e) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Blue Goose Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for ~~Investor Owned Utilities~~investor owned utilities.

(ef) **Franchise Granted to ~~Tri-County Sanitation~~Okeehumkee Water Conservation Authority, LLC.** For ~~solid waste collection~~irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal~~, Tri-County Sanitation~~ of reclaimed water shall be the responsibility of Okeehumkee Water Conservation Authority, LLC, which is granted the franchise, pursuant to the ~~provisions~~terms of this Ordinance. ~~The Franchisee shall be responsible for curbside recycling and yard waste services~~

Irrigation System shall mean all improvements, facilities, and ~~"Solid Waste~~systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and ~~Garbage Collection Services". "Solid Waste~~maintenance costs of the irrigation and ~~Garbage Collection Services" shall include garbage, refuse, white goods, or other discarded material including solid and semi-solid material resulting from domestic, industrial, commercial, mining, agricultural or government operations. The~~ reclaimed water system shall be the sole responsibility of Franchisee ~~shall pay to the City a franchise fee as provided~~ and are considered applicable costs to be included in ~~this Ordinance~~rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

SECTION 8. INDEMNIFICATION; INSURANCE.

(~~1~~a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(~~2~~b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

~~a.~~1) Comprehensive General Liability bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

~~b.~~2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

~~c.~~3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including. but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/ or other agency and/ or entity with jurisdiction to regulate and/ or promulgate rules regarding Franchisee's operations.

SECTION 10. PAYMENTS TO THE CITY.

(~~1~~a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisee's annual gross Operating Revenues, as defined in Section 3.f., taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. No Franchisee is permitted to incorporate any franchise fee into its other rates for service.

(~~2~~b) The Franchisee(s) shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee(s) within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(~~3~~c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/ or imposed during the term of this Franchise Agreement.

(4d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross ~~revenues~~Operating Revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(1a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission ~~(~~("FPSC~~)~~") to the extent regulated by FPSC, or if not governed by the FPSC, then as ~~approved by the City. The rates and fees of each Franchise in place at the adoption of the Franchise Ordinance shall be the initial rates of the Franchise~~permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

~~(2~~

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule not governed by the FPSC. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing.

(3c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee(s); (ii) any assignment of Franchisee's (or Franchisees') franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Leesburg Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisee(s) shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee(s).

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against that Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee, then Franchisee shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee by reason of the City's default of its obligations under this Ordinance, provided in no event shall Franchisees be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate that Franchisee's Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Amended and Restated Villages ARD Water Franchisee Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory. Upon the addition of any property to ~~the~~this Amended and Restated Villages ARD Water Franchisee Ordinance, the term of the franchise shall be thirty (30) years from the date of approval by the City of such addition by amendment hereto to incorporate such lands herein.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As to the City:
City of Leesburg
Attn: Al Minner
City Manager
501 W. Meadow St.
Leesburg, FL 34749

With Copy to:
~~McLin Burnsed~~Stone & Gerken, P.A.
Attn: ~~Fred Morrison~~William Grant Watson, Esq.
~~1000 W. Main St.~~
~~Leesburg~~4850 N. Highway 19A
Mount Dora, FL ~~34748~~32757

As Franchisees:
~~Tri-County Sanitation, LLC~~
~~Attn: Kelsea Morse Manly~~
Gibson Place~~3619 Kiessel Road~~
~~The Villages, FL 32163~~

~~South Sumter~~ Utility Company, LLC
Attn: ~~Kelsea Morse Manly~~Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

~~Southeast Wildwood~~Gibson Place Water Conservation Authority, LLC

Attn: ~~Kelsea Morse Manly~~Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Utility Company, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Water Conservation Authority, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Utility Company, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Water Conservation Authority, LLC
Attn: Robert L. Chandler IV
3619 Kiessel Road
The Villages, FL 32163

With Copy to:

~~The Villages Land~~Gibson Place Utility Company~~-~~, LLC
Attn: ~~Brian D. Hudson, Esq.~~Legal Department
3619 Kiessel Road
The Villages, FL 32163

Gibson Place Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee unless legally required to be accomplished by amendment to this Ordinance.

SECTION 23. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 24. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law.

[Signature Pages Follow]

DONE AND ORDAINED this ~~24th~~_____ day of ~~February 2020~~_____, 2024 by the City Commission of the City of Leesburg, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

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

ATTEST:_____
_____J. Andi Purvis, City Clerk

Approved as to form:

_____

~~Fred A. Morrison~~William Grant Watson, City Attorney

WITNESSES: ~~**BY: SOUTH SUMTER**~~ **GIBSON PLACE UTILITY COMPANY, LLC**, ~~a Florida limited liability~~

~~Print Name:~~ ~~BY:~~
~~TVL Company, LLC,~~ a Florida limited liability company~~.~~

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:

Print Name:

Print Name:

Title:

~~Manager~~

WITNESSES:

~~**BY: TRI-COUNTY SANITATION**~~**GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC**,
a Florida limited liability company

BY: VDC Manager, LLC,
~~BY: TVL Company, LLC,~~ a
Florida limited liability company,
~~company,~~ its
Manager

By:_____

Print Name:_____

Print Name:_____
Title: Manager

WITNESSES:

BLUE GOOSE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:
Print Name:
Title: Manager

Print Name:

WITNESSES:

_____

Print Name: _____

_____

BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Print Name: _____
Title: Manager

WITNESSES:

_____

Print Name: _____

_____

OKEEHUMKEE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Print Name: _____
Title: Manager

WITNESSES:

_____

Print Name: _____

_____

OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Print Name: _____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory

ORDINANCE NO. 24-____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 2018-2, AS AMENDED BY ORDINANCE NO. 2018-35, AND AS FURTHER AMENDED BY ORDINANCE NO. 20-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO GIBSON PLACE UTILITY COMPANY, LLC, GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted non-exclusive water, wastewater, irrigation, reclaimed water, and solid waste collection and disposal franchises to the following affiliates of Owner: South Sumter Utility Company, LLC ("SSU"), Southeast Wildwood Water Conservation Authority, LLC ("SEWWCA"), and Tri-County Sanitation, LLC ("Tri-County"), all pursuant to Ordinance No. 2018-2, as amended by Ordinance 2018-35, and further amended by Ordinance No. 20-14; and

WHEREAS, SSU and SEWWCA have since sold substantially all of their utility system assets to Wildwood Utility Dependent District, a dependent district of City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16 as amended by Ordinance No. 02021-44, duly adopted by the Wildwood City Commission on March 22, 2021 and August 23, 2021, respectively ("WUDD"), and in connection therewith, the City granted to WUDD a non-exclusive franchise to operate those same utility systems within certain portions of the Leesburg Property (defined below); and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property, and in connection with that development, Owner's affiliates will provide services for water, wastewater, irrigation, and reclaimed water, and these affiliates have established a consistent track record of quality and efficient services; and

WHEREAS, Owner has requested that the City grant to those affiliates, and the City wishes to grant to those affiliates, non-exclusive franchises in one ordinance for easier administration and consistency in order to serve the Leesburg Property; and

WHEREAS, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City also wishes to grant a non-exclusive solid waste collection and disposal franchise to Tri-County by separate Ordinance, on or about the same date as this Ordinance.

WHEREAS, it is in the best interest of the City to provide non-exclusive franchises to Owner's affiliates, Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, all to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure.

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

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Amended and Restated Villages ARD Water Franchisee Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve water, wastewater, irrigation, and reclaimed water utilities to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive water, wastewater, irrigation and reclaimed water service area.

(e) The City Commission has considered a request submitted by the proposed Franchisees, which are Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility

Company, LLC, and Okeehumkee Water Conservation Authority, LLC, to provide potable water, wastewater, irrigation and reclaimed water to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee(s) are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee(s) to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Franchisees' services for property located within the Franchise Territory.

(c) The term "Franchisee(s)" shall mean Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company, or any entity who is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Ordinance," "Franchise," or "Franchise Agreement" shall mean this Amended and Restated Villages ARD Water Franchisee Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Leesburg Property and certain public right-of-way located adjacent to the Leesburg Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the Franchise Territory; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Development, provided such additional property must be added as an amendment to this franchise by ordinance.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisee(s) from the sale of such services provided by that Franchisee to Customers within and

throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, or other nonuser fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes.

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate and maintain the Systems and related facilities, including but not be limited to pump stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying, distributing or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The Franchisees shall only self-serve within the Territory unless mutually agreeable by both parties. The foregoing rights granted the Franchisees shall be non-exclusive, but the City agrees, as part of the consideration for the granting of these Franchises, not to provide service from any of the City systems in the Franchise Territory and to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166. Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(b) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(c) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC, is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and

2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and

2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for investor owned utilities.

(d) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Gibson Place Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(e) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Blue Goose Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

(f) **Franchise Granted to Okeehumkee Water Conservation Authority, LLC.** For irrigation and reclaimed water distribution, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of reclaimed water shall be the responsibility of Okeehumkee Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with irrigation water. The source of such irrigation water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

Operation and maintenance costs of the irrigation and reclaimed water system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for investor owned utilities.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

1) Comprehensive General Liability bodily injury and property damage coverage shall be for not less than $1,000,000.00 per occurrence and not less than $1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than $500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

3) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including. but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present

any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/ or other agency and/ or entity with jurisdiction to regulate and/ or promulgate rules regarding Franchisee's operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisee's annual gross Operating Revenues, as defined in Section 3.f., taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. No Franchisee is permitted to incorporate any franchise fee into its other rates for service.

(b) The Franchisee(s) shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee(s) within 20 business days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/ or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross Operating Revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should

have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission ("FPSC") to the extent regulated by FPSC, or if not governed by the FPSC, then as permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule not governed by the FPSC. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing.

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee(s); (ii) any assignment of Franchisee's (or Franchisees') franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Leesburg Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisee(s) shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee(s).

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against that Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

In the event of a material default by City with respect to its obligations under this Ordinance, Franchisee shall provide written notice of such default to the City. In the event City fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the Franchisee, then Franchisee shall be entitled: (i) to file an action against the City for specific performance of its obligations under this Ordinance; or (ii) to file an action against City for damages actually incurred by Franchisee by reason of the City's default of its obligations under this Ordinance, provided in no event shall Franchisees be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from the City; or (iii) terminate that Franchisee's Franchise, by giving written notice to the City, at least sixty (60) days prior to the effective date of termination.

SECTION 15. TERM OF FRANCHISE. This Franchise to each Franchisee and the rights herein granted shall take effect after final passage of this Ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 16 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Amended and Restated Villages ARD Water Franchisee Ordinance may incorporate additional property in the future which pursuant to Section 3(e) will become part of the Franchise Territory. Upon the addition of any property to this Amended and Restated Villages ARD Water Franchisee Ordinance, the term of the franchise shall be thirty (30) years from the date of approval by the City of such addition by amendment hereto to incorporate such lands herein.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida. The laws of the State of Florida shall govern.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by

facsimile is deemed received by next Business Day. “Business Day” for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As to the City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow St. Leesburg, FL 34749
With Copy to:	Stone & Gerken, P.A. Attn: William Grant Watson, Esq. 4850 N. Highway 19A Mount Dora, FL 32757
As Franchisees:	Gibson Place Utility Company, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163
	Gibson Place Water Conservation Authority, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163
	Blue Goose Utility Company, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163
	Blue Goose Water Conservation Authority, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163
	Okeehumkee Utility Company, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163
	Okeehumkee Water Conservation Authority, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163
With Copy to:	Gibson Place Utility Company, LLC Attn: Legal Department 3619 Kiessel Road The Villages, FL 32163
	Gibson Place Water Conservation Authority, LLC Attn: Legal Department 3619 Kiessel Road The Villages, FL 32163

Blue Goose Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Blue Goose Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Utility Company, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Okeehumkee Water Conservation Authority, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, FL 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee unless legally required to be accomplished by amendment to this Ordinance.

SECTION 23. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 24. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law.

[Signature Pages Follow]

DONE AND ORDAINED this _____ day of _____, 2024 by the City Commission of the City of Leesburg, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
James A. Burry, Jr., Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

GIBSON PLACE UTILITY COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

BLUE GOOSE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OKEEHUMKEE UTILITY COMPANY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

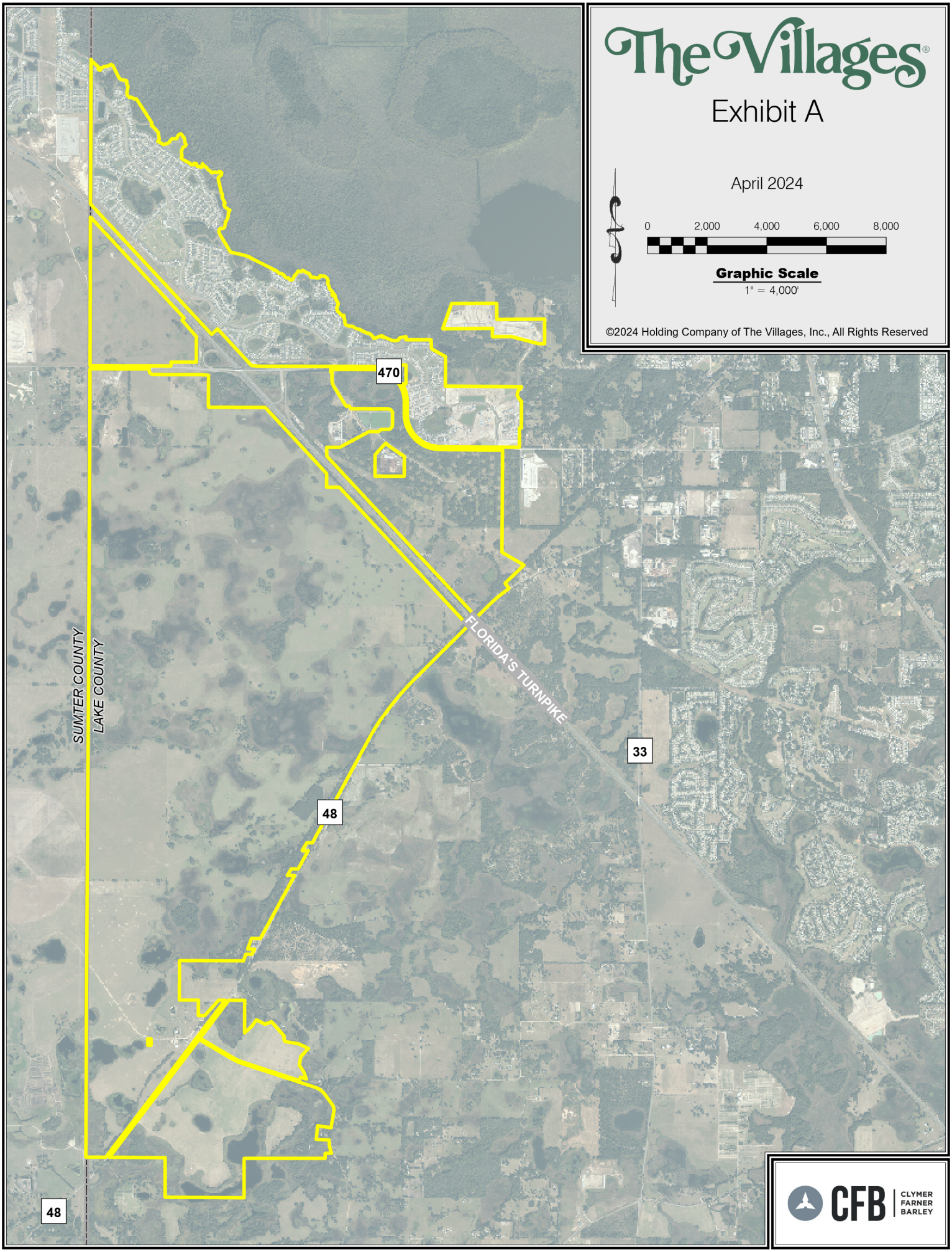
OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC,
a Delaware limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By:_____
Print Name:_____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory


The Villages®
Exhibit A
April 2024
0
2,000
4,000
6,000
8,000
Graphic Scale
1" = 4,000'
©2024 Holding Company of The Villages, Inc., All Rights Reserved
470
SUMTER COUNTY
LAKE COUNTY
FLORIDA'S TURNPIKE
33
48
48
CFB
CLYMER
FARNER
BARLEY

UTILITY AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17

FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH

31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG

INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE

NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A

DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3” X 3” LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02” WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55” WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55” WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05” WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55” EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49” WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05” EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF

THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15' WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19"WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45'; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE

ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51” WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38” EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22” WEST 350.00 FEET; THENCE N89°02'38” EAST 750.00 FEET; THENCE S00°57'22” EAST 350.00 FEET TO THE NORTH RIGHT-

OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY

RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.

AND:

ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

AND:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE

50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50 FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO

THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS

NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY

RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED

IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST

1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF

639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD N0. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38"

EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

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

TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS

CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

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

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: June 10, 2024

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, providing a short title; providing findings and intent; granting a non-exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns ("Franchisee"); a franchise for a period of 30 years to construct, own, operate and maintain certain services and facilities to serve areas within and adjacent to The Villages Age Restricted Development; setting forth the terms and conditions under which such Franchise shall operate; providing for conflict and severability; and providing an effective date.

Staff Recommendation:
Conduct first reading of the ordinance and set second reading and public hearing for May 13, 2024.

Analysis:
When the City and Villages Land Development company partnered to develop the Villages of West Lake, an agreement was reached whereby certain municipal services would be provided by the Villages or subsidiaries thereof. In addition to allowing water, sewer, and reuse to be conducted by the Villages (the previous item), solid waste services were also "franshices" and Tri-County Sanitation is the provider. In simal fashion to the previous ordinance, solid waste is separated and the City will receive a 5% franchise fee on total sales. This ordinance formally adopts the agreement to the existing and new service areas of the Villages (Secret Promise). The Commission should approve this ordinance.

Procurement Analysis:
N/A

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

Fiscal Impact:
This is a future revenue item.

ORDINANCE NO. 24-____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); A FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Villages Land Company, LLC, a Florida limited liability company ("VLC") and its affiliate The Villages Development Company, LLC, a Florida limited liability company ("VDC")(VLC and VDC are referred to herein jointly as "Owner") each own land located in the City of Leesburg; and

WHEREAS, The City Commissioners of the City of Leesburg, Florida (hereinafter the "City") previously granted a non-exclusive solid waste collection and disposal franchise to Owner's affiliate, Tri-County Sanitation, LLC ("Tri-County"), pursuant to Ordinance No. 20-14 (the "Prior Ordinance"); and

WHEREAS, the Prior Ordinance also granted non-exclusive franchises to Owner's other affiliates for water, wastewater, irrigation, and reclaimed water; and

WHEREAS, Owner has acquired additional land within, and continues to develop the Leesburg Property (as defined herein), and in connection with that prior and future development, Tri-County has provided, and will continue to provide solid waste collection and disposal services to customers within the Leesburg Property, and has established a consistent track record of quality and efficient services; and

WHEREAS, in order to keep solid waste collection and disposal franchises separate from water, wastewater, irrigation, and reclaimed water franchises, the City is, on or about the same date as this Ordinance, amending and restating the Prior Ordinance to limit it to water, wastewater, irrigation, and reclaimed water services; and

WHEREAS, Owner has requested that the City grant, and the City wishes to grant a non-exclusive franchise specifically for solid waste collection and disposal to Tri-County to serve the Leesburg Property by this separate Ordinance, all for easier administration and consistency; and

WHEREAS, it is in the best interest of the City to provide a non-exclusive franchise to Owner's affiliate, Tri-County, all to ensure that adequate services are available for development of the Leesburg Property; and

WHEREAS, it is in the best interest of the citizens of Leesburg for the City to adopt this Franchise Ordinance as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure.

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

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Villages ARD Solid Waste Franchise Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(a) The City exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(b) Owner is the owner of, or holds private contractual rights to cause its affiliates to serve solid waste collection and disposal services to that certain real property located in the City of Leesburg being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Leesburg Property").

(c) Owner has developed or will develop the Leesburg Property in accordance with its zoning and land use approvals for a large-scale active adult community with associated non-residential uses (the "Villages ARD Development").

(d) The Leesburg Property is currently located within the City's exclusive solid waste collection and disposal area.

(e) The City Commission has considered a request submitted by the proposed Franchisee to provide solid waste collection and disposal services to serve the Leesburg Property.

(f) The aforesaid rights-of-way to be used by the Franchisee are valuable public properties to be dedicated to City by Owner and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisee(s).

(g) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(h) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(i) After due deliberation and full consideration the City Commission has determined to grant a franchise to the Franchisee to provide such services, subject to the terms and conditions set forth below.

(j) The City acknowledges the WHEREAS Recitals contained in the beginning of this Ordinance, and incorporates them into this Ordinance in full by reference.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Leesburg, Florida.

(b) The term "Curbside Recycling and Yard Waste Services" may include yard trash, clean debris, and recycling materials.

(c) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Solid Waste Collection Services within the Franchise Territory.

(d) The term "Franchisee" shall mean Tri-County Sanitation, LLC, a Florida limited liability company, including employees, servants, partners, principals, and agents, or any entity who is assigned the franchise rights of Tri-County Sanitation, LLC, in accordance with this Ordinance.

(e) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Solid Waste Franchise Ordinance, as passed and adopted by the City and accepted by the Franchisee.

(f) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"**, attached hereto and incorporated herein, together with such other areas within the City incorporated within the community generally known as "The Villages" and "Middleton", as described in various The Villages of Southern Oaks Development Agreements entered into between the City and Franchisee's affiliate, The Villages Land Company, LLC, and/or The Villages Development Company, LLC, and (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City subject to this agreement. As such additional areas within the City are included within "The Villages" and "Middleton", the City Commission and the Franchisee shall enter into an amendment to this Ordinance by amending the Franchise Territory to include the additional portion of the City brought within "The Villages" and "Middleton".

(g) The term "Operating Revenues" shall mean all user fees collected by Franchisee from the Solid Waste Collection Services by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits or other non-user fees or charges not derived from the operation of the solid waste collection activities.

(h) The term "Solid Waste and Garbage Collection Service" may include garbage, refuse, white goods, or other discarded material, including solid or semisolid material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) The term "Solid Waste Collection Services" shall mean the Curbside Recycling and Yard Waste Services and Solid Waste and Garbage Collection Service.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to the Franchisee the exclusive right, privilege, and franchise to operate the Solid Waste Collection Services within the Franchise Territory.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Franchise becomes final, it shall be deemed both a contract and legislative act as provided under Florida law. This Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of this Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws

of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of this Section 6 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide.

SECTION 7. INDEMNIFICATION; INSURANCE.

(a) Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisee of its rights contained herein.

(b) Franchisee, or its subcontractor, shall procure and maintain, for the duration of this Franchise, insurance for the Solid Waste Collection Services of the types and limits specified below:

1) The Franchisee, or its subcontractor, shall not commence work under this Franchise Agreement until Franchisee has obtained all insurance required under and such insurance coverage has been approved by the City, nor shall the Franchisee allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall be issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.

2) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at the Franchisee's own expense, Workers' Compensation Insurance for all his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Franchisee shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Franchisee. In case any class of employees engaged in hazardous work under this Franchise Agreement are not protected under the Workers' Compensation Statute, the Franchisee shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.

3) The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at its own expense, such public liability and property damage insurance, with the City being named as an additional insured, as shall protect the Franchisee and any subcontractor or sub-subcontractor performing work covered by this Franchise Agreement, from claims for property damage, which may arise from operations under this Franchise Agreement, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone

directly employed by the Franchisee, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

i. Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Franchisee and any other interests, including but not limited to any associated or subsidiary companies involved in the work, with limits of $5,000,000 per occurrence and in the aggregate.

ii. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Franchisee or in any way connected with the work which is the subject of this Franchise Agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than $2,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.

4) The City Commission for the City of Leesburg shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisee shall have the right to present any information that it deems relevant to the City Commission's determination regarding the same.

SECTION 8. SERVICE STANDARDS. Franchisee shall maintain and operate its Solid Waste Collection Services and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisee's operations.

SECTION 9. PAYMENTS TO THE CITY.

(a) Since the City is responsible for the cost of billing, accounting, and bad debt expense on all other solid waste collection franchise agreements of the City, and the Franchisee pursuant to this Franchise Agreement shall perform all such billing, collection, accounting, and assume liability for bad debt expense, a lower Franchise rate is both fair and justifiable. In consideration for the granting of this Franchise, the Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of Franchisee's annual gross Operating Revenues taken in and received by it for providing all aspects of Solid Waste Collection Services to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving Solid Waste Collection Services as a line item on its retail bills. The Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisee shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisee within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) The Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 10. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of this Franchise to examine, at all reasonable business hours, all of Franchisee's plans, contracts, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to Franchisee's service within the City. The City may audit the financial records of the Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, the Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 11. RATES. All rates and fees charged by Franchisee to both commercial and residential Customers of Solid Waste Collection Services prior to the Effective Date of this Franchise are hereby approved, and Franchisee may continue to charge such rates and fees. Increases to such rates and fees in accordance with the limitations contained herein shall not require further City approval.

(a) Residential Rates. Franchisee may charge to residential Customers of Solid Waste Collection Services rates and fees that consist of a Collection Fee, a Disposal Fee, and a Fuel Fee.

1) Collection Fee. On October 1, 2024, the Collection Fee for residential accounts shall equal $23.00 per month. On October 1, 2025, and on every anniversary of that date throughout the term of this Franchise (each, a "Fee Adjustment Date"), the Collection Fee may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index for All Urban Consumers, Not Seasonally Adjusted, or the Employment Cost Index for Total Compensation, All Civilian Workers, Not Seasonally Adjusted, each as published by the U.S. Department of

Labor, or any combination thereof, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. Franchise may charge to residential accounts as a Disposal Fee, only the amount that Franchisee actually pays to a non-affiliated, third-party solid waste subcontractor (a "Subcontractor") for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to residential accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(b) Commercial Rates. Commercial customer rates shall similarly consist of a Collection Fee, a Disposal Fee, and a Fuel Fee. On October 1, 2024, the solid waste rates for commercial accounts shall be as set forth in the attached **Exhibit "B"**.

1) Collection Fee. On October 1, 2025, and on every Fee Adjustment Date occurring thereafter, the Collection Fee for commercial accounts may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; and (ii) the percentage increase in the consumer price index, Urban Wage Earners and Clerical Workers, United States, South Urban, not Seasonally Adjusted, as published by the U.S. Department of Labor, over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.

2) Disposal Fee. Franchise may charge to commercial accounts as a Disposal Fee, only the amount that Franchisee actually pays to a Subcontractor for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.

3) Fuel Fee. Franchise may charge to commercial accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of

Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.

(c) In addition to permitted rate increases as set forth above, if performance of Solid Waste Collection Services is made unreasonably impractical, unreasonably difficult, or excessively costly as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, governmental action, pandemic or other occurrences, beyond Franchisee's and its Subcontractor's reasonable control, and Franchisee's Subcontractor passes additional costs through to Franchisee, Franchisee may further pass those increased costs along to Customers. Franchisee shall endeavor in good faith to limit any such increases to only those necessary to make Subcontractor whole, and only to the period during which such unforeseen occurrences persist.

(d) Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of Solid Waste Collection Services.

SECTION 12. TRANSFER OR ENCUMBRANCE OF FRANCHISE. Franchisee may not assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee; (ii) any assignment of Franchisee's franchise rights to the Community Development District that has been created pursuant to Section 190, Florida Statutes or a Special District created pursuant to Section 189, Florida Statutes, for the Property; and (iii) any collateral assignment of Franchisee's franchise rights to any lender as part of any financing placed on all or part of the Property, provided that any change in ownership resulting from a collateral assignment to a lender shall not become absolute until approved by the City, as evidenced by an ordinance. Franchisee shall be released from all obligations set forth in this ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisee.

SECTION 13. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by Franchisee with respect to its obligations under this ordinance, the City shall provide written notice of such default to Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against Franchisee for specific performance of its obligations under this ordinance; (ii) to file an action against Franchisee for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise.

SECTION 14. TERM OF FRANCHISE. This Franchise and the rights herein granted shall take effect after final passage of this ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 15 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 15 below. As additional areas are brought within the Franchise Territory, the amendment to this Franchise Agreement shall extend the term of the Franchise to thirty (30) years from the effective date of each such amendment.

SECTION 15. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 16. SEVERABILITY. Should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 17. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida.

SECTION 18. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays accepted. All notices shall be addressed as follows:

As To City:	City of Leesburg Attn: Al Minner City Manager 501 W. Meadow Street Leesburg, FL 34749
With Copy to:	Stone & Gerken, P.A. Attn: William Grant Watson, Esq. 4850 N. Highway 19A Mount Dora, FL 32757
As To Franchisee:	Tri-County Sanitation, LLC Attn: Robert L. Chandler IV 3619 Kiessel Road The Villages, FL 32163

With Copy to: Tri-County Sanitation, LLC
Attn: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 19. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 20. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 21. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 22. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 23. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 14 and 15 hereinabove.

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF LEESBURG, FLORIDA

_____
James A. Burry, Jr., Mayor

ATTEST:_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

TRI-COUNTY SANITATION, LLC,
a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

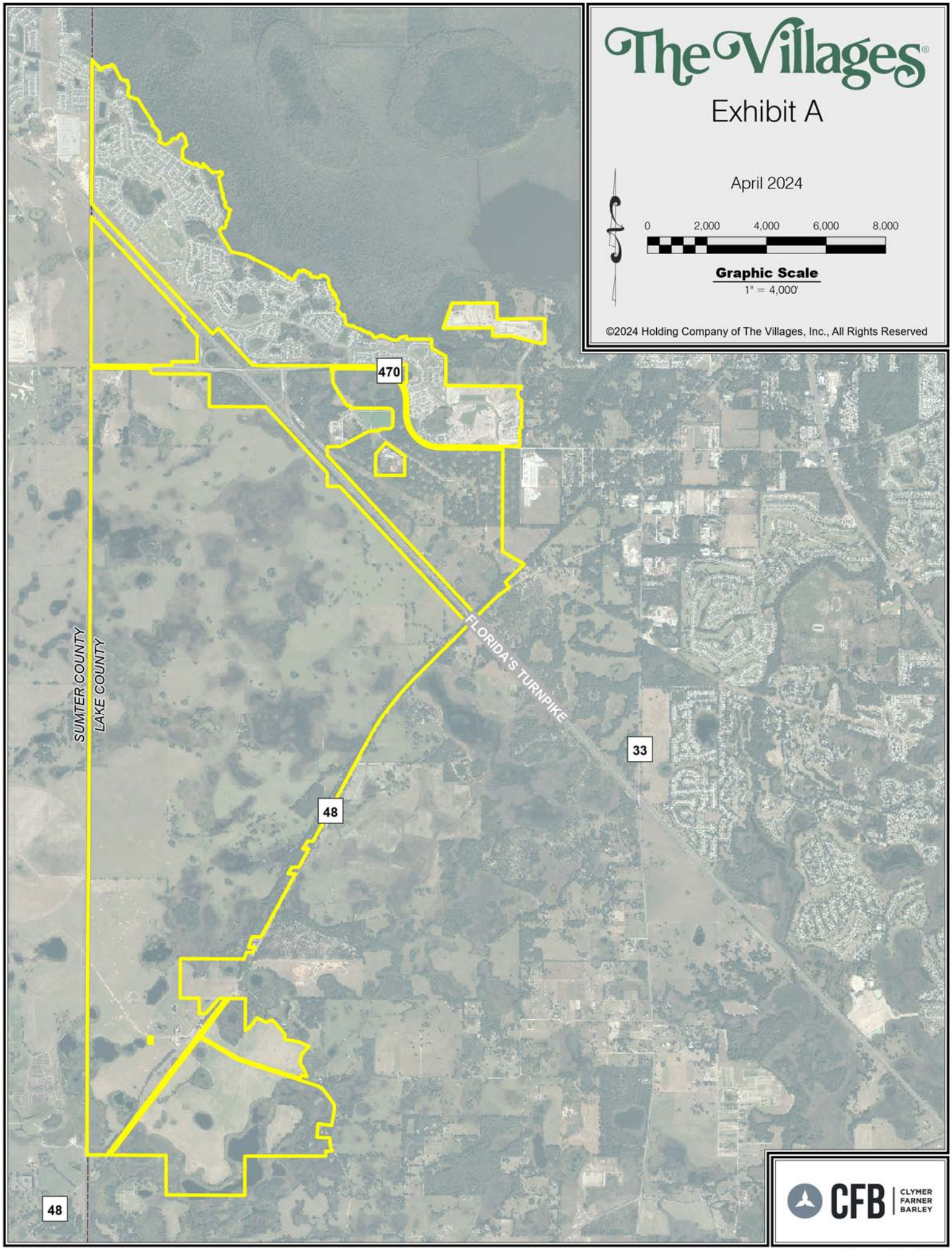
By:_____
Print Name:_____
Title: Manager

Exhibit "A"

Leesburg Property and Franchise Territory

Exhibit "B"

Solid Waste Rates for Commercial Accounts


The Villages®
Exhibit A
April 2024
0
2,000
4,000
6,000
8,000
Graphic Scale
1" = 4,000'
©2024 Holding Company of The Villages, Inc., All Rights Reserved
470
SUMTER COUNTY
LAKE COUNTY
FLORIDA'S TURNPIKE
33
48
48
CFB
CLYMER
FARNER
BARLEY

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17

FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH

31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG

INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'23" AN ARC DISTANCE OF 347.11 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 00°46'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 807.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE

NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1259.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES AND DISTANCES) 1) THENCE NORTH 00°35'45" EAST, A DISTANCE OF 88.48 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'45" AN ARC DISTANCE OF 166.03 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 2533.64 FEET; 4) THENCE RUN SOUTH 00°32'45" WEST, A DISTANCE OF 36.20 FEET; 5) THENCE RUN NORTH 89°23'48" WEST, A DISTANCE OF 232.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1523.35 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A

DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE WEST BOUNDARY OF THE SUNSHINE STATE PARKWAY, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 470 IN LAKE COUNTY, FLORIDA;

LESS

COMMENCE AT A 3” X 3” LIGHTER WOOD POST MARKING THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AS SHOWN ON THE SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP FOR LAKE COUNTY, PROJECT NO. 2, CONTRACT NO. 13.4, SHEET NO. 2; THENCE N01°01'02” WEST ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 2658.28 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AS SHOWN ON THE SAID SUNSHINE STATE PARKWAY RIGHT-OF-WAY MAP; THENCE S89°00'55” WEST ALONG THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, A DISTANCE OF 593.64 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE LEAVING THE NORTH LINE OF THE NE ¼ OF SAID SECTION 18, N44°00'55” WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.76 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 470 AS SHOWN ON STATE ROAD RIGHT-OF-WAY MAP, SECTION 11670-2601, SHEET 2; SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 329.45 FEET; THENCE S80°29'04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 134.83 FEET; THENCE S89°00'55” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1456.67 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N00°59'05” WEST A DISTANCE OF 130.00 FEET; THENCE N89°00'55” EAST A DISTANCE OF 850.00 FEET; THENCE N00°59'05" WEST A DISTANCE OF 850.00 FEET; THENCE N41°56'49” WEST A DISTANCE OF 738.95 FEET; THENCE N45°59'05” EAST A DISTANCE OF 100.00 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF

THE SUNSHINE STATE PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S44°00'55" EAST A DISTANCE OF 2170.00 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THEN N00°55'51" WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE N89°02'38" EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22" WEST 350.00 FEET; THENCE N89°02'38" EAST 750.00 FEET; THENCE S00°57'22" EAST 350.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD #470; THENCE S89°02'38" WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING THE SOUTH HALF OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT INSCRIBED 8, 9, 16 & 17 MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN NORTH 89°24'15' WEST, ALONG THE SOUTH LINE OF SECTION 8, A DISTANCE OF 2649.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°31'36" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; SAID POINT LYING ON THE NORTH EXISTING RIGHT OF WAY OF STATE ROAD 470; THENCE RUN NORTH 89°23'48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2315.46 FEET; THENCE RUN NORTH 84°15'10" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 213.34 FEET; THENCE DEPARTING SAID NORTH EXISTING RIGHT OF WAY LINE, RUN NORTH 42°26'19"WEST, A DISTANCE OF 152.54 FEET; THENCE RUN SOUTH 89°23'48" EAST, A DISTANCE OF 232.57 FEET; THENCE RUN NORTH 00°32'45" EAST, A DISTANCE OF 36.20 FEET; THENCE RUN SOUTH 90°00'00" EAST, A DISTANCE OF 2399.39 FEET TO THE AFOREMENTIONED EAST LINE; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 134.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 90°35'45'; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 166.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°35'45" WEST, A DISTANCE OF 88.47 FEET TO THE AFOREMENTIONED NORTH EXISTING RIGHT OF WAY LINE; THENCE RUN NORTH 89°24'15" WEST, ALONG SAID NORTH EXISTING RIGHT OF WAY LINE, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN THENCE SOUTH 0°18' WEST ALONG THE SECTION LINE FOR 535 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 0°18' WEST ALONG SAID SECTION LINE FOR 274.12 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 470; RUN THENCE NORTHERLY AND WESTERLY ALONG RIGHT-OF-WAY OF STATE

ROAD NO. 470 TO A POINT THAT IS NORTH 89°42' WEST OF THE POINT OF BEGINNING, THENCE SOUTH 89°42' EAST FOR 121.2 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°48'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 599.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; 2) THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°56'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2391.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°49'33" EAST, A DISTANCE OF 666.86 FEET TO A POINT OF CURVATURE OF A 385.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 235.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 35°49'33" EAST, A DISTANCE OF 754.13 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 362; THENCE RUN SOUTH 74°45'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 213.64 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 35°49'33" WEST, A DISTANCE OF 829.24 FEET TO A POINT OF CURVATURE OF A 185.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00" AN ARC DISTANCE OF 113.01 FEET TO A POINT OF TANGENCY, SAID POINT BEING A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 00°49'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 AND A POINT ON THE NORTH LINE OF THE SOUTH 2025.07 FEET OF THE NORTH 1/2 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°56'30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE N00°55'51” WEST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 7, 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD #470; THENCE N89°02'38” EAST ALONG SAID RIGHT-OF-WAY LINE 1347.80 FEET TO THE POINT OF BEGINNING; THENCE N00°57'22” WEST 350.00 FEET; THENCE N89°02'38” EAST 750.00 FEET; THENCE S00°57'22” EAST 350.00 FEET TO THE NORTH RIGHT-

OF-WAY LINE OF COUNTY ROAD #470; THENCE S89°02'38” WEST ALONG SAID RIGHT-OF-WAY LINE 750.00 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 476, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601) AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 02°05'38" EAST, A DISTANCE OF 424.83 FEET; THENCE RUN NORTH 79°06'44" WEST, A DISTANCE OF 375.69 FEET; THENCE RUN NORTH 82°34'21" WEST, A DISTANCE OF 241.03 FEET; THENCE RUN NORTH 25°13'16" WEST, A DISTANCE OF 353.53 FEET; THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 251.69 FEET; THENCE RUN SOUTH 76°06'40" WEST, A DISTANCE OF 83.70 FEET TO A POINT ON A 910.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°28'14" WEST AND A CHORD LENGTH OF 391.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF REVERSE CURVATURE OF A 790.00 FOOT RADIUS CURVE CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°23'07" EAST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 82°39'55" WEST, A DISTANCE OF 99.56 FEET; THENCE RUN NORTH 31°31'47" WEST, A DISTANCE OF 693.99 FEET; THENCE RUN NORTH 32°11'10" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4895, PAGE 332, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°52'16" WEST AND A CHORD LENGTH OF 294.96 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'48", AN ARC DISTANCE OF 298.99 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 00°26'37" EAST, A DISTANCE OF 226.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING EAST LINE OF SAID LANDS, RUN NORTH 89°23'51" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 39.47 FEET TO A POINT ALONG THE RIGHT-OF-WAY TO LAKE COUNTY PER OFFICIAL RECORDS BOOK 3316, PAGE 54, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING NORTH LINE OF SAID LANDS, RUN NORTH 00°35'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE RUN SOUTH 89°24'17" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 128.15 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°35'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) RUN SOUTH 89°24'17" EAST, A DISTANCE OF 1371.42 FEET TO A POINT OF CURVATURE OF A 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°30'54" EAST AND A CHORD LENGTH OF 376.62 FEET; 2) THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'47", AN ARC DISTANCE OF 378.50 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE SOUTHEASTERLY, ALONG SAID 1096.40 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°25'19" EAST AND A CHORD LENGTH OF 1264.09 FEET, THROUGH A CENTRAL ANGLE OF 70°24'22", AN ARC DISTANCE OF 1347.27 FEET TO A POINT OF TANGENCY; 4) THENCE RUN SOUTH 0°46'52" WEST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1195.82 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°04'49" EAST AND A CHORD LENGTH OF 1687.05 FEET; 5) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22", AN ARC DISTANCE OF 1872.61 FEET TO A POINT OF TANGENCY; 6) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2112.61 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5488, PAGE 755, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG WESTERLY LINE OF SAID LANDS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) RUN SOUTH 0°49'06" WEST, A DISTANCE OF 3422.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 170 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PAGE 131, OF SAID PUBLIC RECORDS; 2) THENCE RUN SOUTH 59°22'02" EAST, ALONG NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, A DISTANCE OF 853.55 FEET; 3) THENCE DEPARTING NORTHEASTERLY LINE OF SAID 170 FOOT WIDE EASEMENT, RUN SOUTH 46°39'31" WEST, A DISTANCE OF 877.84 FEET; 4) THENCE RUN SOUTH 36°40'00" EAST, A DISTANCE OF 220.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5774.76 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°28'35" WEST AND A CHORD LENGTH OF 983.58 FEET; THENCE DEPARTING WESTERLY LINE OF SAID LANDS, RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'15", AN ARC DISTANCE OF 984.78 FEET TO A POINT OF TANGENCY; 2) THENCE RUN SOUTH 45°35'30" WEST, A DISTANCE OF 474.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE DEPARTING SAID NORTHERLY

RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN NORTH 42°27'10" WEST, A DISTANCE OF 4311.09 FEET; 2) THENCE RUN NORTH 42°26'41" WEST, A DISTANCE OF 3068.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, RUN NORTH 0°40'32" EAST, ALONG SAID WEST LINE, A DISTANCE OF 292.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°16'18" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 432.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 62°25'06" EAST, A DISTANCE OF 1123.15 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 314.79 FEET; THENCE RUN NORTH 49°47'08" EAST, A DISTANCE OF 115.47 FEET; THENCE RUN SOUTH 89°16'33" EAST, A DISTANCE OF 229.01 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°43'27" EAST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 0°43'27" EAST, A DISTANCE OF 388.57 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°16'33" WEST AND A CHORD LENGTH OF 212.13 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 235.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°16'33" WEST, A DISTANCE OF 1248.74 FEET; THENCE RUN NORTH 30°39'59" WEST, A DISTANCE OF 108.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A 790.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 2°23'07" WEST AND A CHORD LENGTH OF 748.60 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 1377, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°33'45", AN ARC DISTANCE OF 779.89 FEET TO A POINT OF REVERSE CURVATURE OF A 910.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°28'14" EAST AND A CHORD LENGTH OF 391.61 FEET; 2) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'03", AN ARC DISTANCE OF 394.69 FEET TO A POINT OF NON-TANGENCY; 3) THENCE RUN NORTH 76°06'40" EAST, A DISTANCE OF 83.70 FEET; 4) THENCE RUN SOUTH 89°24'17" EAST, A DISTANCE OF 251.69 FEET; 5) THENCE RUN SOUTH 25°13'16" EAST, A DISTANCE OF 353.53 FEET; 6) THENCE RUN SOUTH 82°34'21" EAST, A DISTANCE OF 241.03 FEET; 7) THENCE RUN SOUTH 79°06'44" EAST, A DISTANCE OF 375.69 FEET; 8) THENCE RUN NORTH 2°05'38" WEST, A DISTANCE OF 424.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 372, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH AND WEST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2):

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTHEAST OF THE CENTERLINE OF THE TURNPIKE AND NORTH AND NORTHWEST OF STATE ROAD NO. 48, LESS RIGHT OF WAY FOR THE SEABOARD COAST LINE RAILROAD.

AND:

ABANDONED 50-FT. RIGHT-OF-WAY OF SEABOARD COAST LINE'S FORMER OKAHUMPKA-CROOM MAIN LINE TRACT, LYING IN THE NORTH 3/4 OF SECTION 21, NORTH OF THE CENTERLINE OF THE FLORIDA TURNPIKE, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD 48, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE CENTERLINE OF FLORIDA'S TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 2); THENCE RUN NORTH 42°27'10" WEST, ALONG THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING THE CENTERLINE OF SAID FLORIDA'S TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG THE SOUTHEASTERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA'S TURNPIKE, A DISTANCE OF 85.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTHEASTERLY PROJECTION, RUN SOUTH 45°35'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48, A DISTANCE OF 200.12 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

AND:

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 0°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 470 (FORMERLY STATE ROAD 470, A 100 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18520-2601) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,985.90 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE

50, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE SOUTH 0°36'15" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE OF A 122.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°23'45" EAST AND A CHORD LENGTH OF 172.53 FEET; 2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 191.64 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 89°23'45" EAST, A DISTANCE OF 541.47 FEET; 4) THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 1075.81 FEET; 5) THENCE RUN SOUTH 83°10'13" EAST, A DISTANCE OF 247.82 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3316, PAGE 50, RUN SOUTH 0°37'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1068.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1323.45 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°20'03" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 578.34 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A VARIABLE-WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2143.37 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 38°39'54" WEST, A DISTANCE OF 1419.60 FEET; THENCE RUN SOUTH 85°54'19" WEST, A DISTANCE OF 1334.19 FEET; THENCE RUN SOUTH 82°24'15" WEST, A DISTANCE OF 767.50 FEET; THENCE RUN SOUTH 89°40'26" WEST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 63°08'28" WEST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 0°54'46" EAST, A DISTANCE OF 714.45 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°24'39" WEST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 88°15'57" WEST, A DISTANCE OF 295.63 FEET TO A POINT OF CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°04'09" WEST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF REVERSE CURVATURE OF A 775.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'39" WEST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°26'25" WEST AND A CHORD LENGTH OF 259.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 59°12'50" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 935.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'12" EAST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO

THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'03" EAST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 51°46'46" WEST, A DISTANCE OF 45.87 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°40'11" WEST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°39'26" EAST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 16.83 FEET; THENCE RUN NORTH 0°31'43" WEST, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°28'17" WEST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 32.87 FEET TO A POINT OF CURVATURE OF A 505.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°48'09" WEST AND A CHORD LENGTH OF 324.25 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18,; THENCE RUN NORTH 89°21'13" WEST, ALONG THE SAID NORTH LINE, A DISTANCE OF 362.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°43'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2602.75 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF SECTIONS 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 00°43'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2652.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°21'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 362.78 FEET TO A POINT ON A 505.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°48'09" EAST AND A CHORD LENGTH OF 324.25 FEET; THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'07", AN ARC DISTANCE OF 330.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°28'17" EAST, A DISTANCE OF 32.87 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°28'17" EAST AND A CHORD LENGTH OF 277.12 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°07'45", AN ARC DISTANCE OF 325.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°31'43" EAST, A DISTANCE OF 160.00 FEET; THENCE RUN SOUTH 89°28'17" WEST, A DISTANCE OF 16.83 FEET TO A POINT ON A 138.00 FOOT RADIUS

NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°39'26" WEST AND A CHORD LENGTH OF 108.22 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'17", AN ARC DISTANCE OF 111.21 FEET TO A POINT ON A 700.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°40'11" EAST AND A CHORD LENGTH OF 1206.91 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°06'05", AN ARC DISTANCE OF 1455.10 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 51°46'46" EAST, A DISTANCE OF 45.87 FEET TO A POINT ON A 138.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°01'03" WEST AND A CHORD LENGTH OF 119.46 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°17'40", AN ARC DISTANCE OF 123.55 FEET TO A POINT ON A 935.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°44'12" WEST AND A CHORD LENGTH OF 31.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'03", AN ARC DISTANCE OF 31.02 FEET TO A POINT ON A RADIAL LINE OF SAID CURVE; THENCE RUN NORTH 59°12'50" EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 160.00 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°26'25" EAST AND A CHORD LENGTH OF 259.94 FEET; THENCE DEPARTING SAID RADIAL LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°21'38", AN ARC DISTANCE OF 297.20 FEET TO A POINT ON A 775.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'39" EAST AND A CHORD LENGTH OF 821.75 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°01'58", AN ARC DISTANCE OF 866.13 FEET TO A POINT OF REVERSE CURVATURE OF A 1595.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°04'09" EAST AND A CHORD LENGTH OF 619.42 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'35", AN ARC DISTANCE OF 623.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°15'57" EAST, A DISTANCE OF 295.63 FEET TO A POINT ON A 168.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°24'39" EAST AND A CHORD LENGTH OF 328.79 FEET; THENCE RUN NORTHEASTERLY, SOUTHEASTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 203°46'34", AN ARC DISTANCE OF 597.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 00°54'46" WEST, A DISTANCE OF 714.45 FEET; THENCE RUN SOUTH 63°08'28" EAST, A DISTANCE OF 6.16 FEET; THENCE RUN NORTH 89°40'26" EAST, A DISTANCE OF 86.96 FEET; THENCE RUN NORTH 82°24'15" EAST, A DISTANCE OF 767.50 FEET; THENCE RUN NORTH 85°54'19" EAST, A DISTANCE OF 1334.19 FEET; THENCE RUN NORTH 38°39'54" EAST, A DISTANCE OF 1419.60 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NO. 13.4 AND STATE PROJECT NO. 190747-2); THENCE RUN SOUTH 42°26'41" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 882.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°40'32" WEST, ALONG SAID WEST LINE, A DISTANCE OF 457.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°17'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 429.12 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY

RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) RUN SOUTH 42°26'41" EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH 42°27'10" EAST, A DISTANCE OF 4239.76 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED SEABOARD COAST LINE (S.C.L.) AND ATLANTIC COAST LINE (A.C.L.) RAILROAD; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN NORTH 45°35'30" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE CENTERLINE OF THE AFOREMENTIONED FLORIDA TURNPIKE; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID CENTERLINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 50.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD; THENCE DEPARTING SAID CENTERLINE OF THE FLORIDA TURNPIKE, RUN SOUTH 45°35'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 200.12 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 42°27'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, A DISTANCE OF 35.02 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (FORMERLY STATE ROAD NO. 48, A 100 FOOT PUBLIC RIGHT-OF-WAY PER STATE ROAD RIGHT-OF-WAY MAP, PROJECT #1092); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) RUN SOUTH 45°35'30" WEST, A DISTANCE OF 2606.48 FEET TO A POINT OF CURVATURE OF A 8651.25 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°18'23" WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'14", AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH 29°01'16" WEST, A DISTANCE OF 3932.27 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 186.77 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, A DISTANCE OF 306.81 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5797, PAGE 1572, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.65 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 812, PAGE 1376, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°13'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 233.01 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 31°18'14" WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED

IN OFFICIAL RECORDS BOOK 812, PAGE 1376; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°13'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 244.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2404.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2587, PAGE 478, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 88°24'41" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 296.53 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SAID POINT BEING ON A 2809.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°27'23" WEST AND A CHORD LENGTH OF 13.67 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, THROUGH A CENTRAL ANGLE OF 00°16'44", AN ARC DISTANCE OF 13.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, SOUTH 20°19'01" WEST, A DISTANCE OF 365.24 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2808, PAGE 2197, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED RAILROAD, RUN SOUTH 89°21'24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 234.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED COUNTY ROAD NO. 48; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 29°01'16" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 609, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°21'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 201.84 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 20°19'01" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, A DISTANCE OF 233.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY OF THE ABANDONED RAILROAD, RUN NORTH 89°13'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1279.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1323.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°12'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2647.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°52'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1322.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'12" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE WEST

1/4 CORNER OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°51'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2652.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.79 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°46'51" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 2649.40 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE DEPARTING SAID WEST LINE, RUN NORTH 00°45'39" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2650.37 FEET TO THE POINT OF BEGINNING.

THREE (3) TRACTS OF LAND LYING WITHIN SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF

639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD N0. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38"

EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°40'53" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1089.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 48°17'18" EAST, A DISTANCE OF 330.19 FEET; THENCE RUN NORTH 35°31'22" EAST, A DISTANCE OF 267.42 FEET; THENCE RUN SOUTH 61°51'03" EAST, A DISTANCE OF 329.31 FEET; THENCE RUN NORTH 69°07'56" EAST, A DISTANCE OF 229.87 FEET; THENCE RUN SOUTH 41°18'04" EAST, A DISTANCE OF 633.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 0°41'46" WEST, ALONG SAID EAST LINE, A DISTANCE OF 137.17 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 32°14'13" EAST, A DISTANCE OF 65.43 FEET; THENCE RUN SOUTH 80°20'05" EAST, A DISTANCE OF 454.05 FEET; THENCE RUN SOUTH 64°21'57" EAST, A DISTANCE OF 367.76 FEET; THENCE RUN SOUTH 43°33'02" WEST, A DISTANCE OF 374.77 FEET; THENCE RUN SOUTH 10°02'01" WEST, A DISTANCE OF 293.45 FEET; THENCE RUN SOUTH 33°21'10" EAST, A DISTANCE OF 248.66 FEET; THENCE RUN SOUTH 21°00'41" EAST, A DISTANCE OF 273.95 FEET; THENCE RUN NORTH 71°39'22" WEST, A DISTANCE OF 207.87 FEET; THENCE RUN SOUTH 19°19'17" WEST, A DISTANCE OF 123.83 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 71°25'49" WEST, A DISTANCE OF 1970.29 FEET TO A POINT ON A 1721.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 17°53'54" EAST; (2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°07'45" AN ARC DISTANCE OF 394.59 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN NORTH 58°59'00" WEST, A DISTANCE OF 1276.39 FEET TO THE POINT OF BEGINNING.

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

TRACT 3:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4962.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1282.28 FEET TO A POINT ON A 1771.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'11" AN ARC DISTANCE OF 405.75 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.66 FEET TO A POINT OF CURVATURE OF A 639.96 FOOT RADIUS

CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 401.83 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 304.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 243.53 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 555.30 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 454.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 434.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID NORTH AUSTIN MERRITT ROAD, SAID POINT BEING ON A 1084.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°37'42" EAST; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 24°05'34" AN ARC DISTANCE OF 455.89 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING AN INTERSECTION WITH THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 216.28 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

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

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.9.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 47.68 +/- acres; and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Mar-Jo Pines Sharp Properties ANNX)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 47.68 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 47.68 +/- acres, generally located east of U.S. Highway 27 and north of Windmill Road, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County A (Agriculture) and the proposed zoning is City PUD (Planned Unit Development). The proposal is to develop the property as single family residential.

The property is surrounded by City PUD (Planned Unit Development) and Lake County C-1 (Neighborhood Commercial) and CP (Planned Commercial). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on February 23, 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; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 47.68 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES SHARP PROPERTIES ANNX)

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

Section 1.

Based upon the petition of Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC, Petitioner, on behalf of F Sharp Holding Co LLC, Owner for Mar-Jo Pines Windmill Sharp Properties for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Electronic Legal Description per Grusenmeyer-Scott & Assoc, Inc. – Land Surveyors, Dated October 23, 2023

for

F SHARP HOLDING CO, LLC PROPERTY
(LCPA PARCEL #25-20-24-0004-000-01900)

DESCRIPTION AS FURNISHED:

Parcel 1 (Fee Simple)

The Southeast 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East, Lake County, Florida.

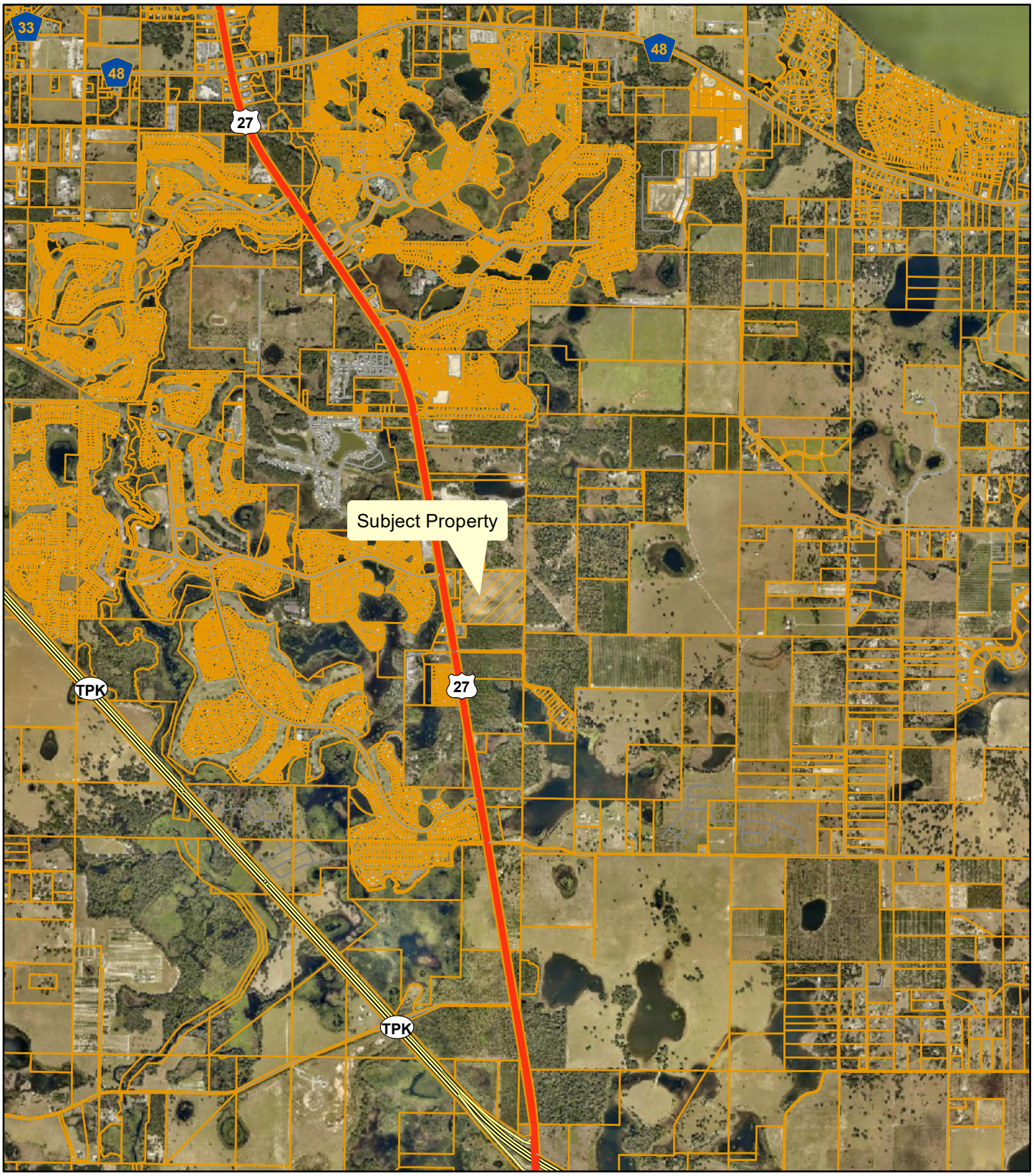
Parcel 2 (Easement)

TOGETHER WITH: Non-exclusive easement for the benefit of Parcel 1 as described in that certain Warranty Deed recorded January 14, 1983 in Official Records Book 766, Page 718, Public Records of Lake County, Florida, over the following described lands:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East in Lake County, Florida, bounded and described as follows:

Begin at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence run West along the South line of the said Southwest 1/4 of the Southeast 1/4, to a point on the Easterly line of the right of way on U.S. Highway No. 27; thence run in a Northwesterly direction, along the Easterly line of said right of way, 60 feet; thence run East to a point on the East line of the said Southwest 1/4 of the Southeast 1/4; thence run South to the Point of Beginning.

Locator



Planning & Zoning Division

N
W E
S

0 720 1,440 2,160 2,880
Feet

Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK # 1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Aerial



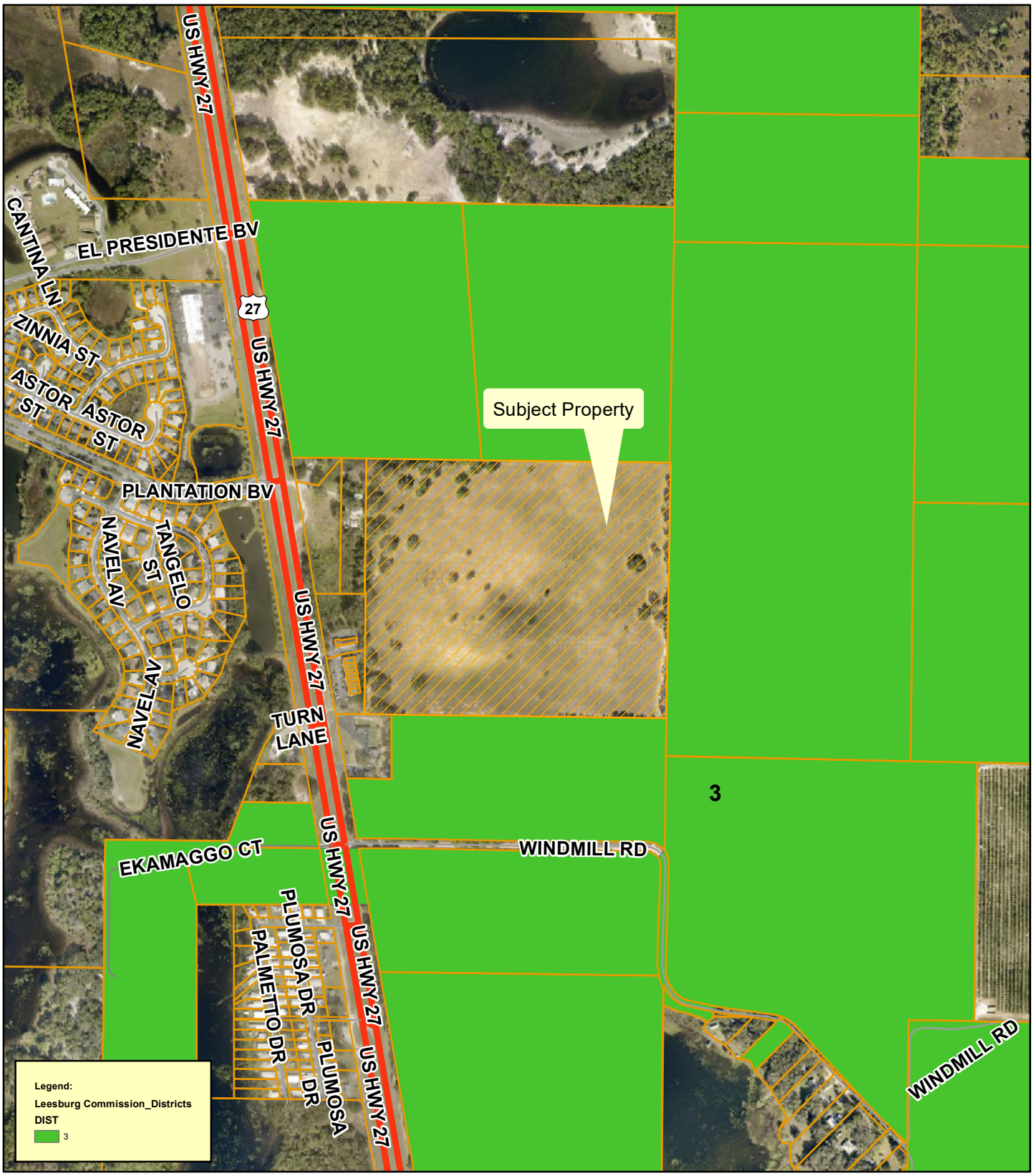
Planning & Zoning Division

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W E
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0 150 300 450 600
Feet

Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Commission District



Planning & Zoning Division

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0 150 300 450 600
Feet

Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.10.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 47.68 +/- acres from Lake County Rural Transition to City Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines Windmill Sharp Properties SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small scale comprehensive plan amendment of the City's Future Land Use Map on 47.68 +/- acres from Lake County Rural Transition to City Estate Residential.

Analysis:
The project site is approximately 47.68 acres. The property is generally located east of U.S. Highway 27 and north of Windmill Road. Currently, the property is undeveloped acreage. The proposed use is for single family residential. The surrounding Future Land Use Map designations of City Estate Residential and Lake County Urban Low Density are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of Estate Residential. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on February 22, 2024, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City Estate Residential; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 47.68 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES WINDMILL SHARP PROPERTIES SSCP)

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 47.68 +/- acres of land generally located east of U.S. Highway 27 and north of Windmill Road from Lake County Rural Transition to City Estate Residential, as shown on the revised map of said area, lying in Section 25, Township 20 South, Range 24 East, Lake County Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Electronic Legal Description per Grusenmeyer-Scott & Assoc, Inc. – Land Surveyors, Dated October 23, 2023

for

F SHARP HOLDING CO, LLC PROPERTY
(LCPA PARCEL #25-20-24-0004-000-01900)

DESCRIPTION AS FURNISHED:

Parcel 1 (Fee Simple)

The Southeast 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 2 (Easement)

TOGETHER WITH: Non-exclusive easement for the benefit of Parcel 1 as described in that certain Warranty Deed recorded January 14, 1983 in Official Records Book 766, Page 718, Public Records of Lake County, Florida, over the following described lands:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 24 East in Lake County, Florida, bounded and described as follows:

Begin at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 25; thence run West along the South line of the said Southwest 1/4 of the Southeast 1/4, to a point on the Easterly line of the right of way on U.S. Highway No. 27; thence run in a Northwesterly direction, along the Easterly line of said right of way, 60 feet; thence run East to a point on the East line of the said Southwest 1/4 of the Southeast 1/4; thence run South to the Point of Beginning.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	February 22, 2024
OWNER:	F Sharp Holding Co LLC
PETITIONER:	Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT:	Mar-Jo Pines Windmill Sharp Properties
REQUEST:	Small Scale Comprehensive Plan Map Amendment from Lake County Rural Transition to City Estate Residential
CASE NO.:	SSCP-23-563

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural Transition and City of Leesburg Estate Residential.

3. 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 C-1 (Neighborhood Commercial), Lake County CP (Planned Commercial District), and City of Leesburg PUD (Planned Unit Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Rural Transition to City Estate Residential and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: February 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/19/2024

FIRE

In reference to Case Number SSCP-23-563; PUD-23-564

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 SSCP-23-563; PUD-23-564 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

Amanda Stevenson 2/15/24

ELECTRIC

"This is outside of Leesburg Electric's Service Territory." Steve Davis 2/2/24

GAS

"The City of Leesburg Gas Dept. has no objections in regards to Cases # SSCP-23-563 and PUD-23-564. Gas is available for any future development." Wayne Williams 2/8/24

GIS

No comments received as of 2/19/2024

BUILDING

No comments received as of 2/19/2024

PUBLIC WORKS

"Public works has no issues with this item." Cliff Kelsey 2/5/24

ADDRESSING

No comments received as of 2/19/2024

ECONOMIC DEVELOPMENT

No comments received as of 2/19/2024

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/19/2024

LAKE COUNTY SCHOOLS

No comments received as of 2/19/2024

PUBLIC RESPONSES

Approval

No comments received as of 2/19/2024

Disapproval

No comments received as of 2/19/2024

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: January 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

GENERAL LOCATION: East of US Highway 27 and north of Windmill Road

FUTURE LAND USE DESIGNATION: City Estate Residential (99.72 +/- acres) and Lake County Rural Transition (47.68 +/- acres)

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use and Lake County Rural Transition, Rural
South – City Estate Residential
East – City Estate Residential, Neighborhood Mixed Use and Lake County Rural
West – City Estate Residential, Institutional and Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential (47.68 +/- acres)

EXISTING ZONING DESIGNATION: City PUD (Planned Unit Development) (99.72 +/- acres) and Lake County A (Agriculture) (47.68 +/- acres)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development) and Lake County RM (Mixed Home Residential), A (Agriculture)
South – City PUD (Planned Unit Development)
East – City PUD (Planned Unit Development) and Lake County A (Agriculture)
West – City PUD (Planned Unit Development) and Lake County A (Agriculture), C-1 (Neighborhood Commercial), CP (Planned Commercial)

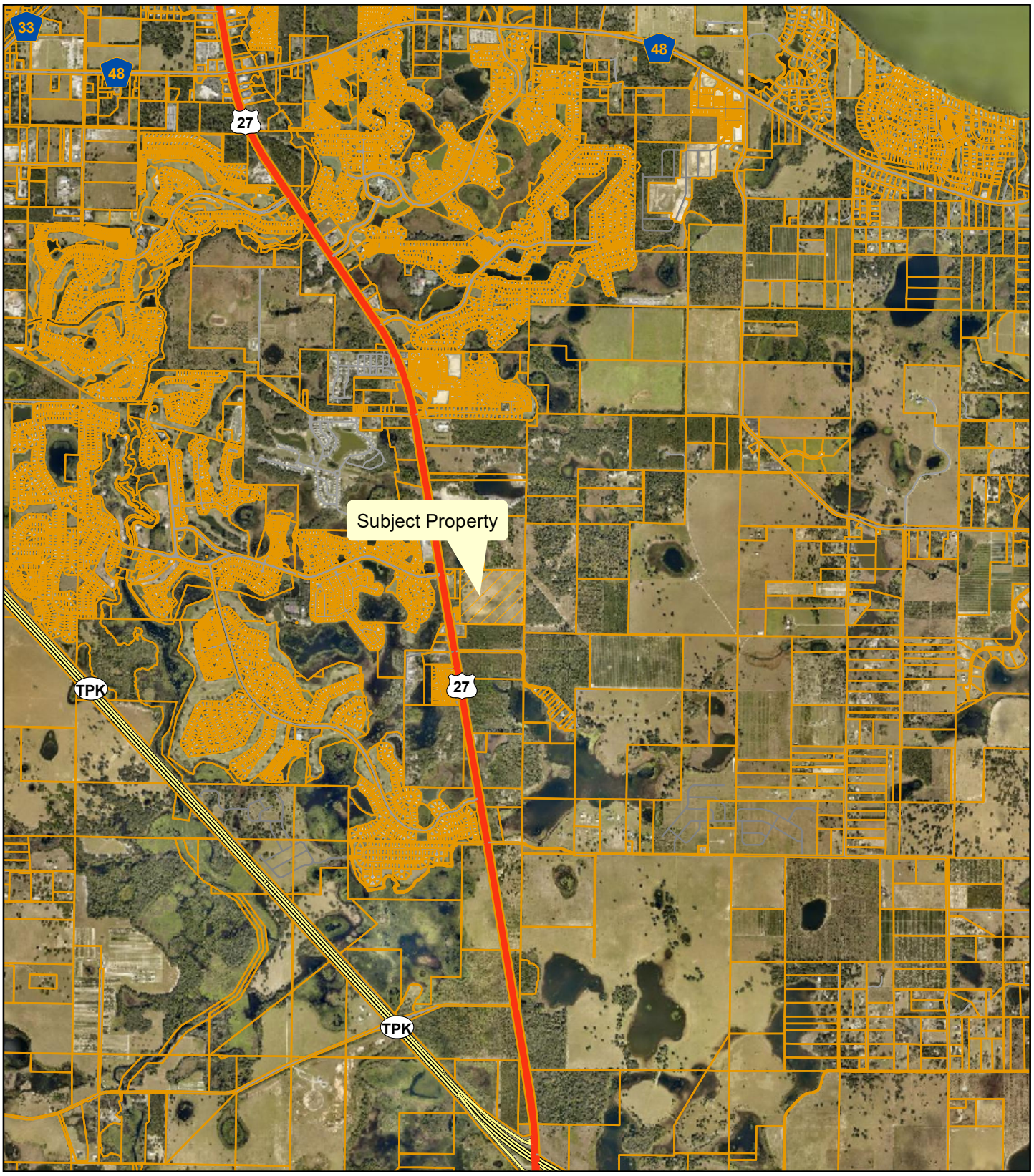
PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development) (147.4 +/- acres)

EXISTING LAND USE: Pasture, Timber, Non-Agricultural Acreage

SURROUNDING EXISTING LAND USE:
North – Pasture, Vacant Residential
South – Timber
East – Non-Agricultural acreage, Timber
West – Residential, Office, Commercial

PROPOSED LAND USE: Single family residential development

Locator



Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK # 1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Aerial



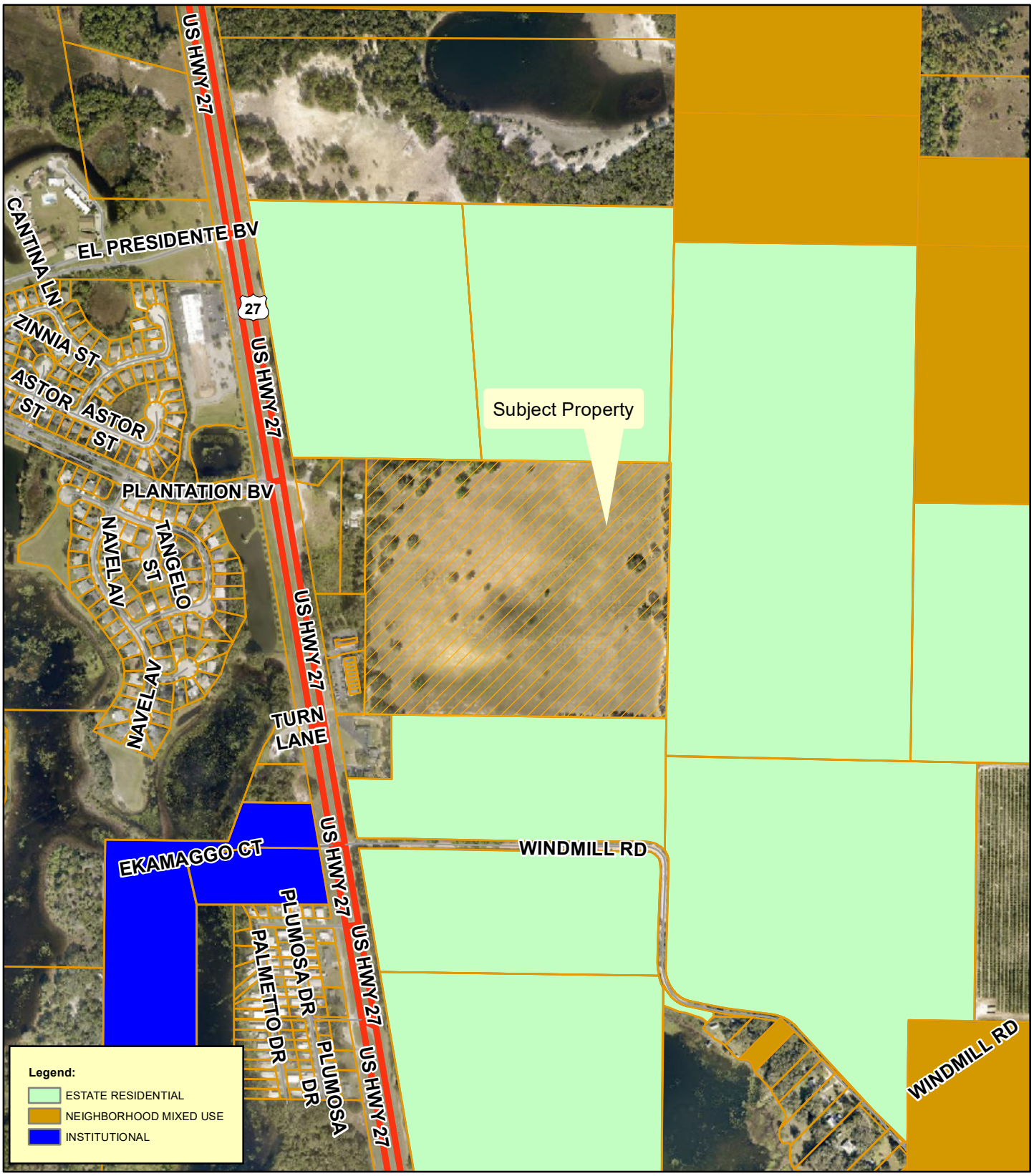
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Future Land Use



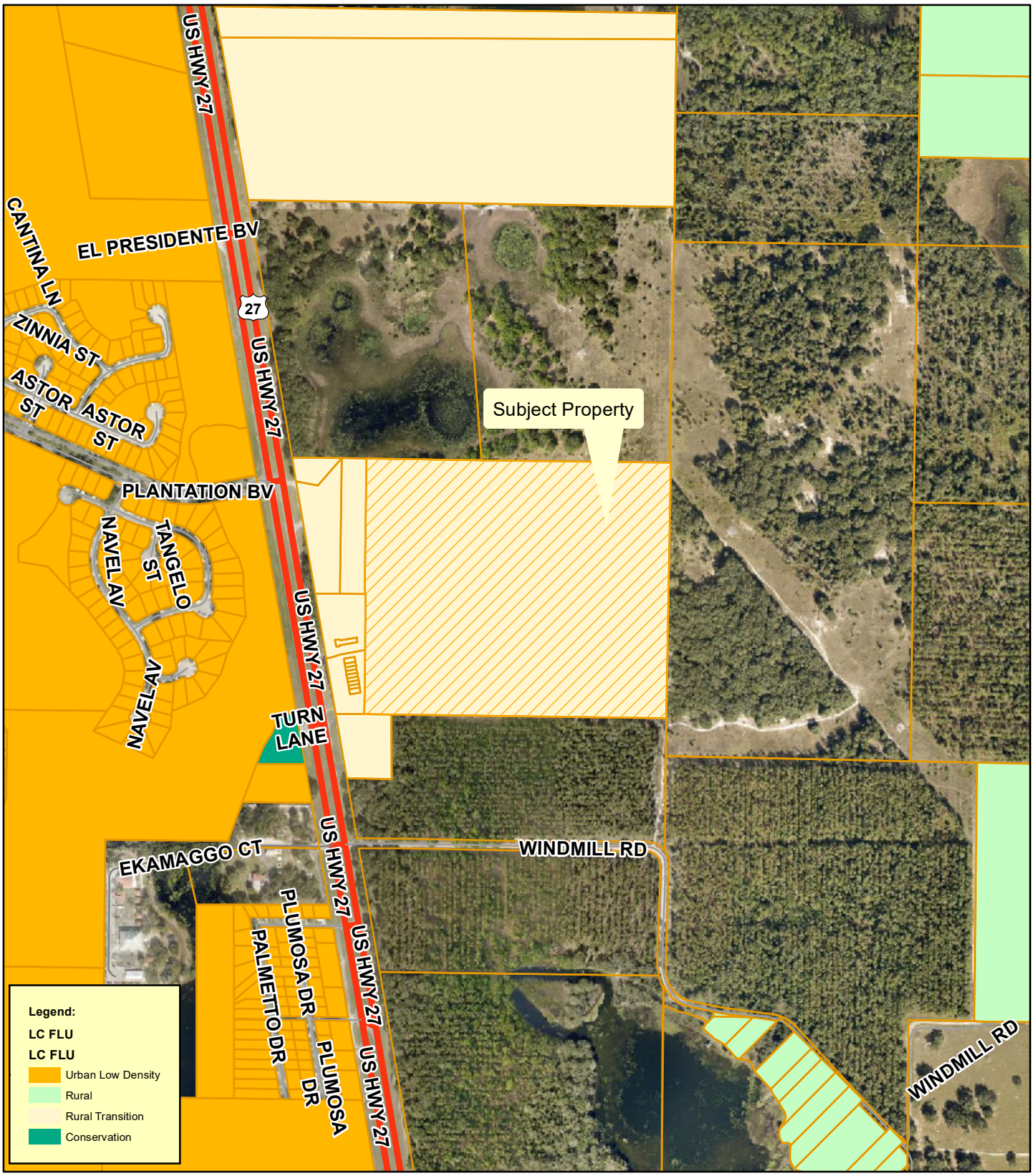
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Lake County Future Land Use



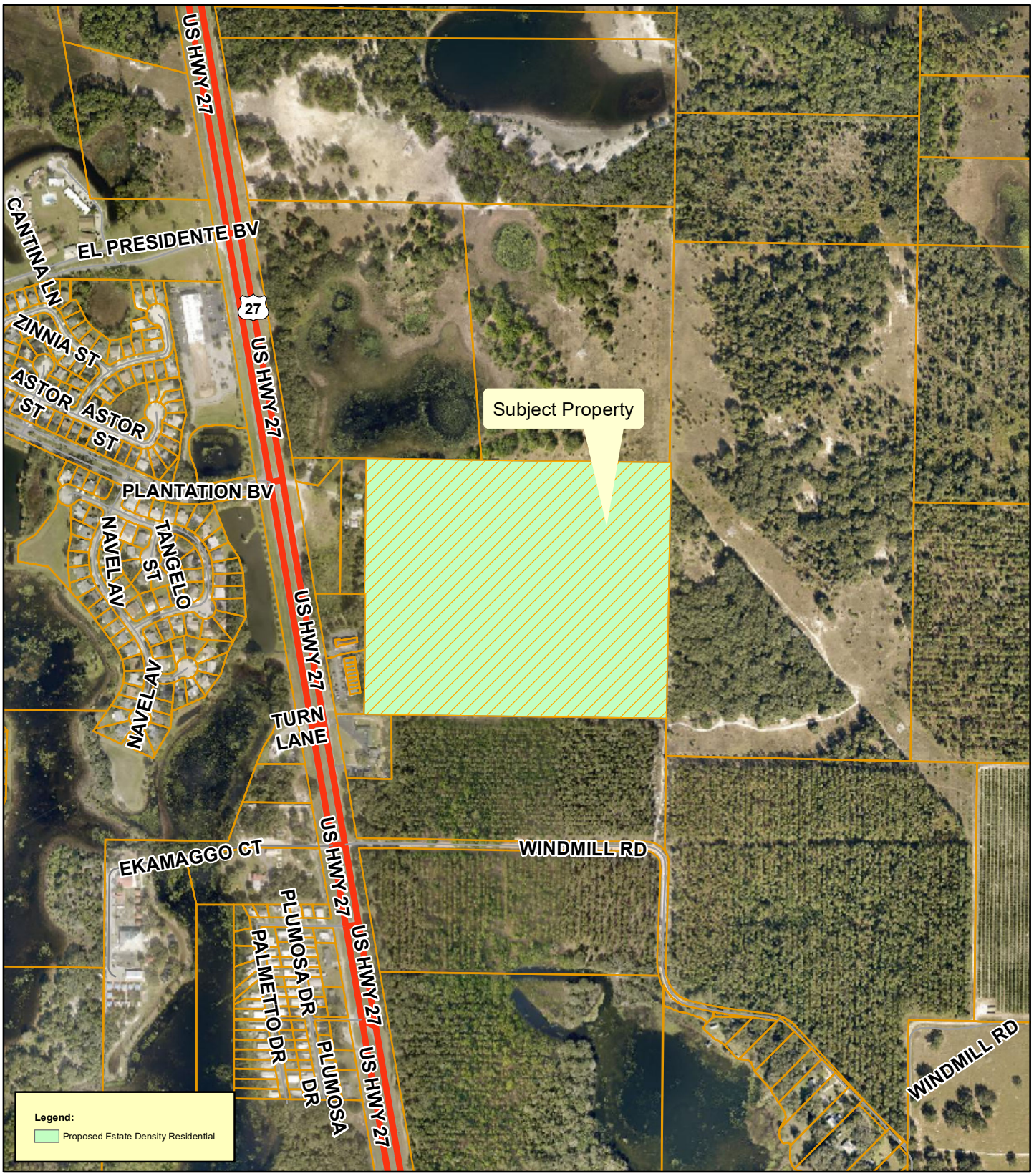
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Proposed Future Land Use



Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Surrounding Land Uses



Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Flood Zone



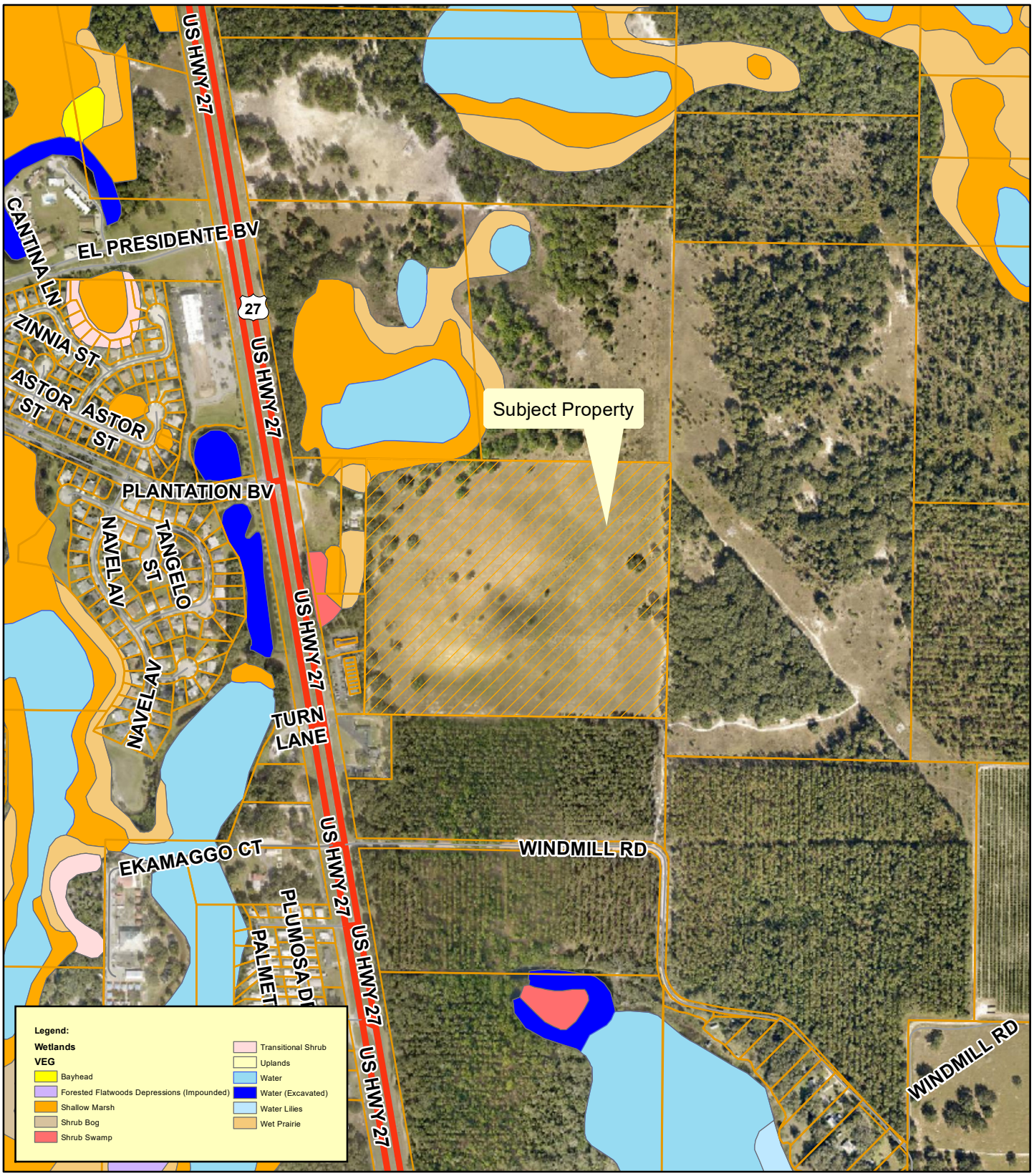
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

Wetlands



Planning & Zoning Division

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Feet

Mar-Jo Pines Windmill Sharp Properties
ANNX-23-562; SSCP-23-563
AK #1775124
Section 25, Township 20 South, Range 24 East
January 5, 2024

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.11.

Meeting Date: June 10, 2024

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 147.40 +/- acres from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Sections 25, 36, and 30, Township 20 South, Ranges 24 and 25 East, Lake County, Florida; and providing an effective date. (PUD Mar-Jo Pines Windmill Sharp Properties)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planning Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development.

Analysis:
The project site is approximately 147.40 +/- acres, and is generally located east of U.S. Highway 27 and north of Windmill Road as shown on the attached maps. At this time, the property is agricultural. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are pasture, vacant residential, timber, non-agricultural acreage, residential, office, and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on February 22, 2024, and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 147.40 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNING UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTIONS 25, 36, AND 30, TOWNSHIP 20 SOUTH, RANGES 24 AND 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PUD MAR-JO PINES WINDMILL SHARP PROPERTIES)

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

Section 1.
Based upon the petition of Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC, Petitioner, on behalf of F Sharp Holding Co LLC, Owner for Mar-Jo Pines Windmill Sharp Properties, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planning 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 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION - PUD-23-563

THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 334.70 FEET TO THE MONUMENTED AND OCCUPIED NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE RUN N.89°20'46"W., ALONG SAID NORTH LINE, A DISTANCE OF 140.44 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN N.00°51'19"E., ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1318.85 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN S.89°08'57"E., ALONG SAID NORTH LINE OF THE SE 1/4 OF THE SE 1/4, A DISTANCE OF 1569.61 FEET TO THE WEST LINE OF SAID WEST 1/2 OF GOVERNMENT LOT 3; THENCE RUN N.00°41'13"E., ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1143.41 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 6,420,610 SQUARE FEET OR 147.3969 ACRES MORE OR LESS

~ End of Legal Description ~

WINDMILL ROAD SUBDIVISION
(Mar-Jo Pines LLC, The Allen I. Chait Revocable Trust, and F Sharp Holding Co LLC)
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
February 22, 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 **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, The Allen I. Chait Revocable Trust, 9 Carol Court, Dix Hills, New York, New York 11746, and F Sharp Holding Co LLC, 2935 Lake Pineloch Boulevard, Orlando, Florida 32809, together as "Permittee" (Luke M. Classon, Appian Engineering, LLC, 2221 Lee Road, Suite 27, Winter Park, Florida 32789, 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 402 single family residential units on approximately 147.40 acres, generally located east of U.S. Highway 27 and north of Windmill Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information. This document is effective for property within the City of Leesburg ISBA (Interlocal Service Boundary Agreement), and neither contemplates nor controls any area of this project outside the boundaries thereof.

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 **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, The Allen I. Chait Revocable Trust, 9 Carol Court, Dix Hills, New York, New York 11746, and F Sharp Holding Co LLC, 2935 Lake Pineloch Boulevard, Orlando, Florida 32809, together as "Permittee" (Luke M. Classon, Appian Engineering, LLC, 2221 Lee Road, Suite 27, Winter Park, Florida**

32789, 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 402 single family detached units, on 147.70 +/- 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) 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' LOTS:	**150 LOTS**
60' LOTS:	**132 LOTS**
70' LOTS:	**120 LOTS**
TOTAL:	**402 LOTS**

4. DEVELOPMENT STANDARDS

A. The project shall consist of 402 single family residential units on a total of 147.40 +/- acres, at a gross density not to exceed 2.72 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 minimum impervious surface for the project shall be 35%. Community and private swimming pools shall not count toward the impervious surface calculation.

E. Lot requirements

1) <u>For 50 x 120-foot lots:</u>
   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).
   f) The location of all 50-foot lots (5-foot side setback) shall be adjacent to 60 and/or 70 foot lots having a 10-foot side setback. This will provide a minimum building separation of 15 feet between each house.

2) <u>For 60 x 120-foot lots):</u>
   a) Minimum house size: 1,800 square feet, (under roof)
   b) Minimum lot size shall be 7,200 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).
   f) For all 60-foot lots (10-foot side setback) which are adjacent to 60 and/or 70 foot lots may have a 7.5 setback, which will provide a minimum building separation of 15 feet between each house.

3) <u>For 70 x 120-foot lots):</u>
   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).

f) For all 60-foot lots (10-foot side setback) which are adjacent to 60 and/or 70 foot lots may have a 7.5 setback, which will provide a minimum building separation of 15 feet between each house.

g) Lot Requirements for lots 119, 135, 219,, and lots 226 through 228 inclusive:
Typical minimum lot area shall be 7,000 square feet;
Typical minimum lot width shall be 50-feet
Typical minimum lot depth shall be 90-feet

4) For all structures:
   a) Minimum house size shall be 1,800 square feet under roof.
   b) Each residential structure shall have a minimum two car garage.
   c) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
   d) 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.
   e) Maximum building height: two (2) stories or 35 feet.
   f) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   g) Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
   h) Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   i) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein
   j) 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 three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
   1) Dormers
   2) Gables
   3) Recessed or raised entries
   4) Covered porch entries
   5) Cupolas
   6) Pillars or decorative posts

7) Bay window (minimum 12-inch projections)
8) Eaves (minimum 6-inch projections)
9) Front windows with arched glass tops and minimum 4-inch trim.
10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12) Stone accents
13) Shutters
14) Board and batten siding
15) Hardy board siding
16) Raised banding
17) Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total 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. All platted residential lots within the project shall contain a minimum of two (2) canopy trees.

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 landscape buffer Tract with a minimum width of 25-feet is provided along the property boundary, except along Windmill Road. This Tract shall be dedicated to and maintained by the Homeowner's / Property Owner's Association.

F. A landscape buffer Tract with a minimum width of 10-feet is provided along the 50-foot right-of-way dedication along Windmill Road. This Tract shall be dedicated to and maintained by the Homeowner's / Property Owner's 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.

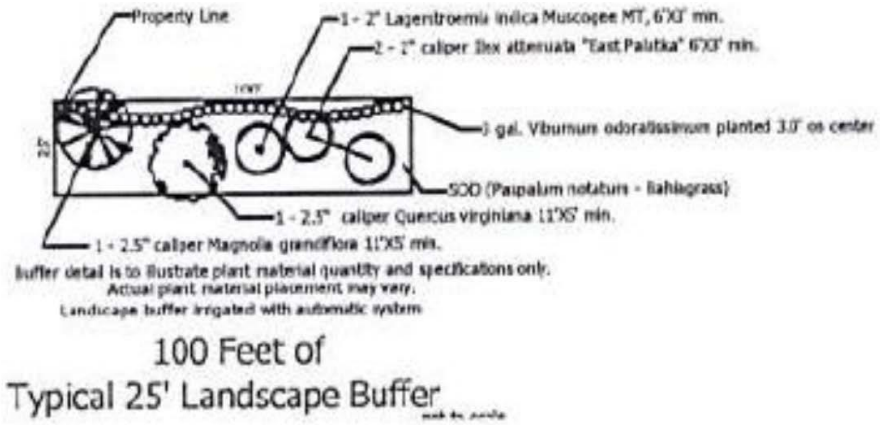
J. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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

M. 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

N. 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.

O. 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.

P. 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 to the project site shall be located at U.S. Highway 27 on or near the southern boundary of the overall development.

B. Boulevard requirements: Main access to the property from U. S. Highway 27 shall be a boulevard type (divided roadway with landscaped median) which shall contain at least two (2) access points on the northern side of said roadway and allow access into

future developable areas to the south. This boulevard type roadway shall run along the southern boundary of the property.

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. Entry into the subdivision from the main boulevard entrance shall continue to a central point containing a round-about intersection design.

I. The design of the site shall include a minimum of one (1) access point to property to the north, south, east and west in the form of a stub-out for connection to future development of adjacent property.

J. 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.

I.

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. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

B. *U.S. Highway 27 and Windmill Road sign* – A monument sign not exceeding eight (8) feet in height and fourteen (14) feet in length and with a maximum copy area of sixty (60) square feet.

C. *Primary subdivision entrance sign* – A monument sign not exceeding eight (8) feet in height and fourteen (14) feet in length and with a maximum copy area of sixty (60) square feet shall be allowed at the western project entrance off Windmill Road.

D. Secondary subdivision entrance and roadway stub-outs for future interconnectivity – A monument sign not exceeding six (6) feet in height and ten (10) feet in length and with a maximum copy area of twenty (20) square feet shall be allowed at the eastern project entrance off Windmill Road.

E. See attached Exhibit E for conceptual signage drawing.

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 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 80,400 square feet (1.85 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. 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.

D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

E. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

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. 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.

EXHIBIT B **LEGAL DESCRIPTION**

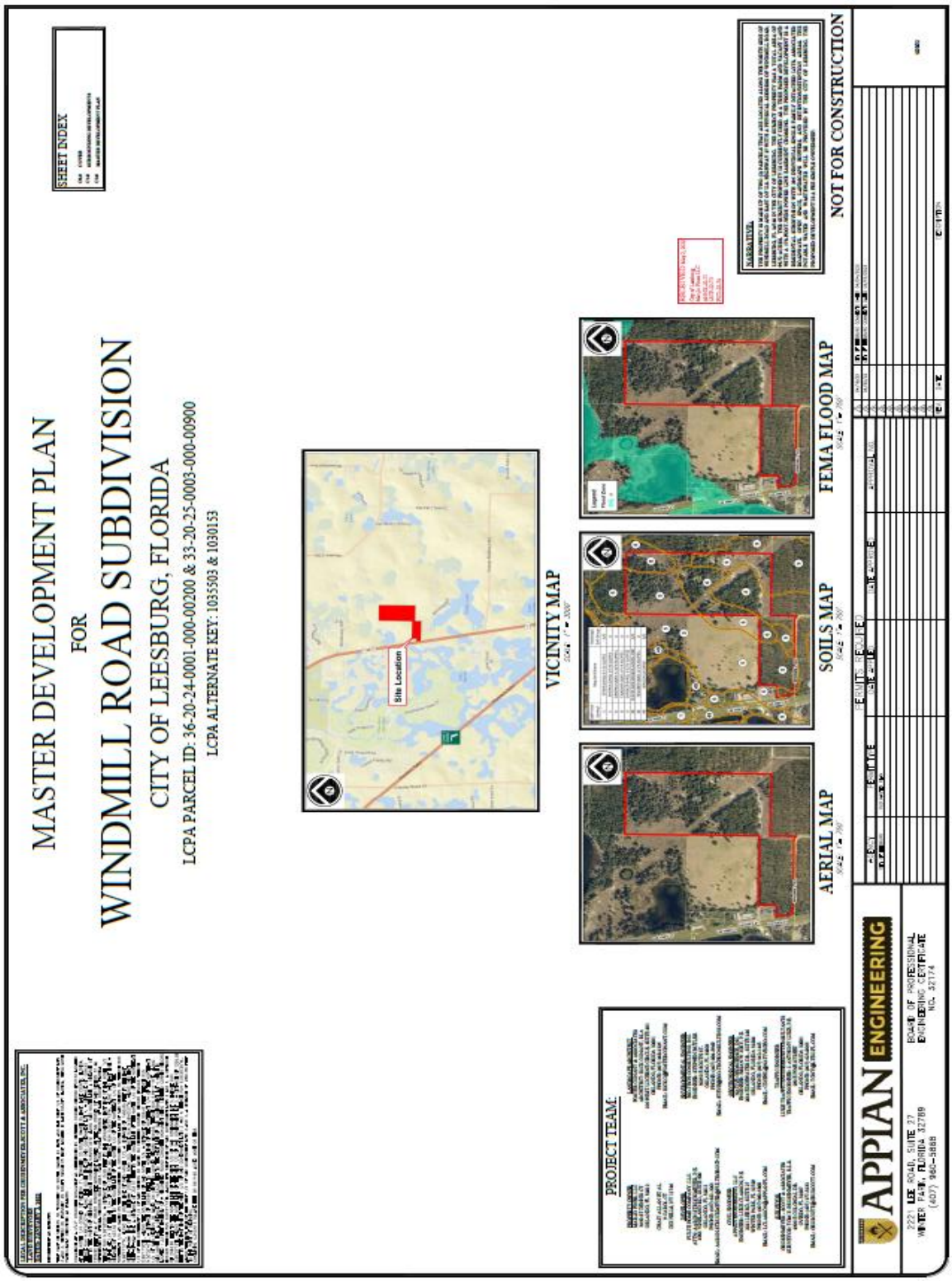
WINDMILL ROAD SUBDIVISION

DESCRIPTION AS FOLLOWS:

THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 334.70 FEET TO THE MONUMENTED AND OCCUPIED NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE RUN N.89°20'46"W., ALONG SAID NORTH LINE, A DISTANCE OF 140.44 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN N.00°51'19"E., ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1318.85 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN S.89°08'57"E., ALONG SAID NORTH LINE OF THE SE 1/4 OF THE SE 1/4, A DISTANCE OF 1569.61 FEET TO THE WEST LINE OF SAID WEST 1/2 OF GOVERNMENT LOT 3; THENCE RUN N.00°41'13"E., ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1143.41 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 6,420,610 SQUARE FEET OR 147.3969 ACRES MORE OR LESS

EXHIBIT C **CONCEPTUAL SITE PLAN**



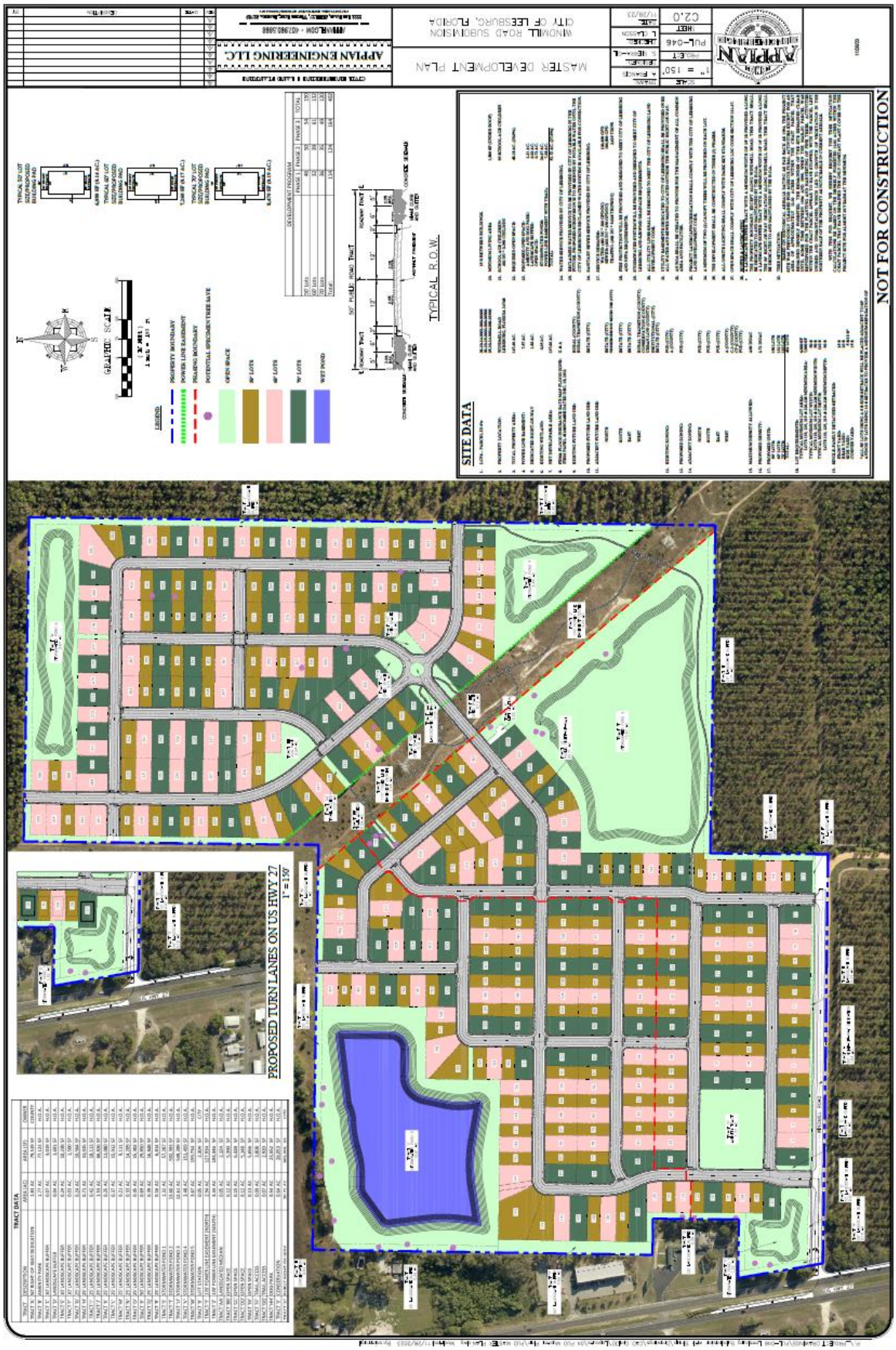
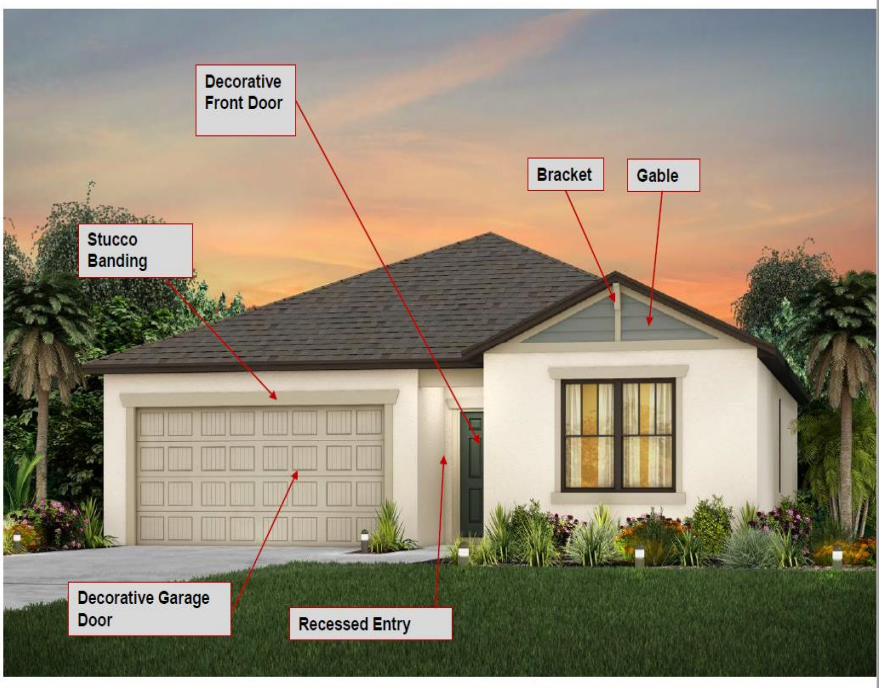

MASTER DEVELOPMENT PLAN
WINDMILL ROAD SUBDIVISION
CITY OF LEESBURG, FLORIDA
APPIAN ENGINEERING LLC
SITE DATA
NOT FOR CONSTRUCTION
TYPICAL R.O.W.
PROPOSED TURN LANES ON US HWY 27
1" = 150'
1" = 100'
C2.0
PUL-046

EXHIBIT D **SAMPLE FACADES**

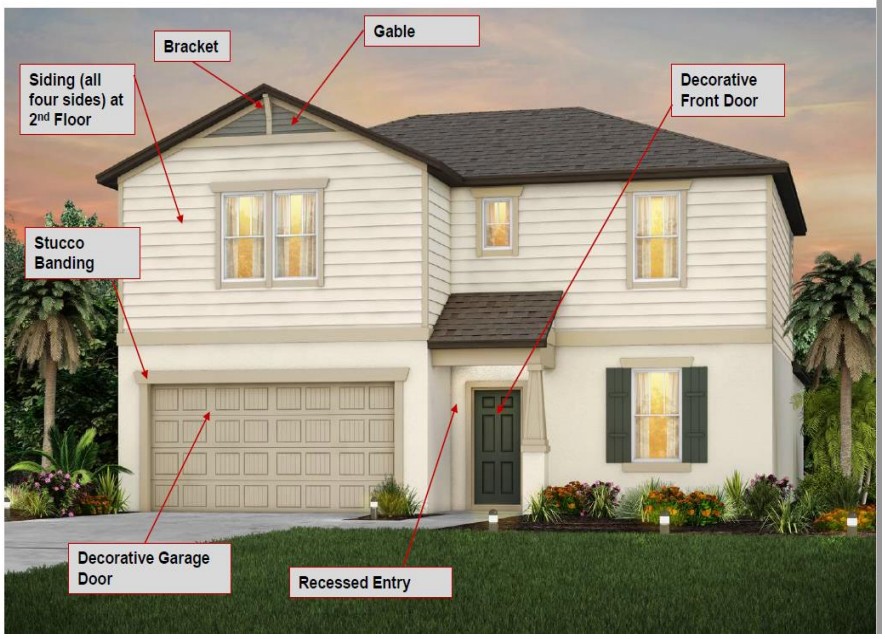
40’ Browning
Elevation C1

Compliance:
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
- Recessed Entry
- Covered Entry
- Sand Finish Stucco Banding
- Gable
- Eaves
- Decorative Bracket at Gable
- Accent Lap Siding at Gable
- 30 Year Architectural Shingles



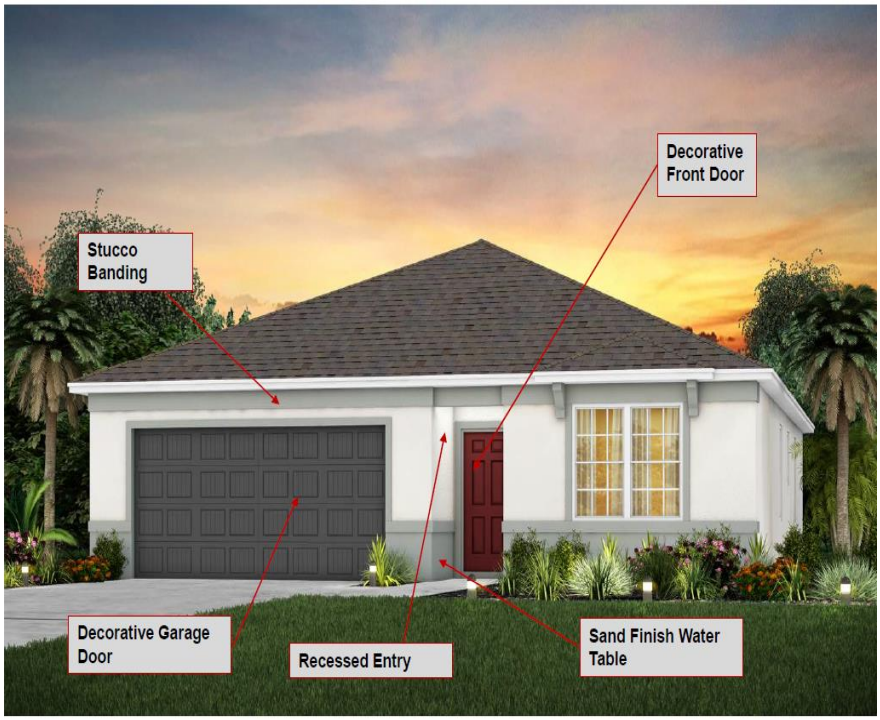
40’ Wakefield
Elevation C1

Compliance:
1. Decorative Garage Door
2. Decorative 3 Panel Front Door
3. Architectural Features:
- Recessed Entry
- Covered Entry
- Sand Finish Stucco Banding & Cementitious Trim
- Gable
- Eaves
- Pillar (Sand Finish Stucco on base)
- Decorative Bracket at Gable
- Decorative Shutters
- Accent Lap Siding at Gable
- 30 Year Architectural Shingles
- Cementitious Siding at 2nd Floor



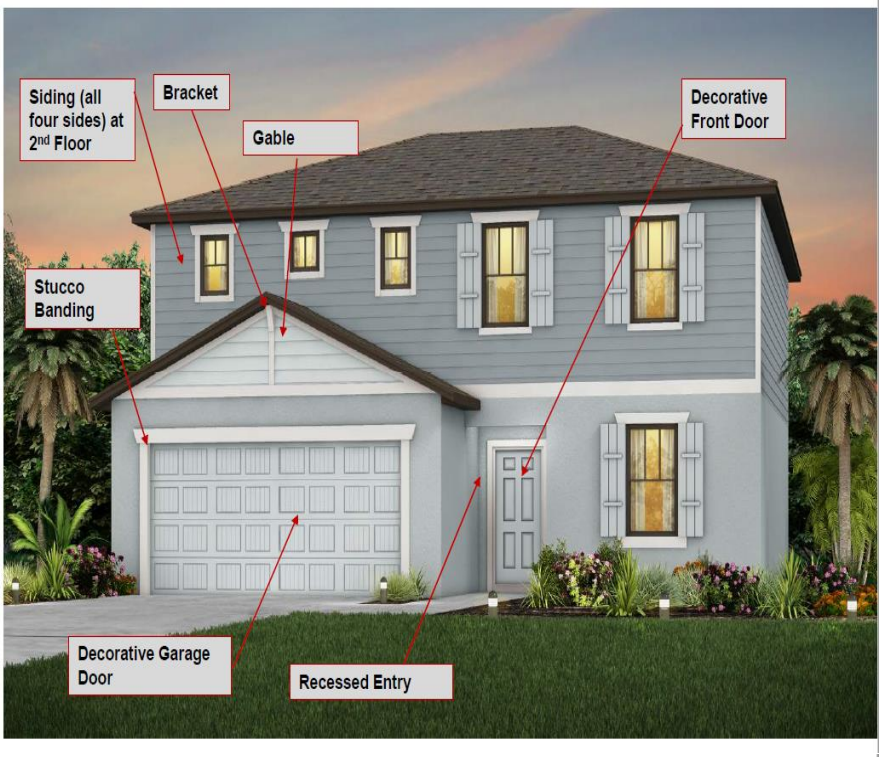
40’ Hanover
Elevation FM1

Compliance:
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
- Recessed Entry
- Covered Entry
- Eaves
- Sand Finish Stucco Banding
- Sand Finish Stucco Water Table
- Decorative Brackets
- 30 Year Architectural Shingles



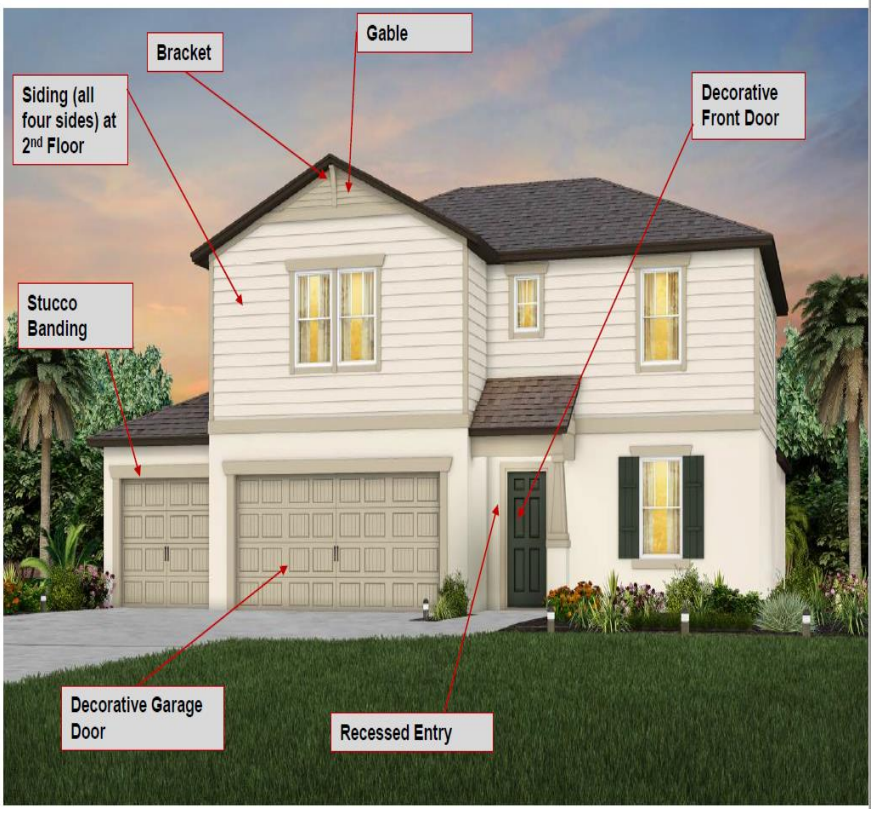
40' Thompson
Elevation C1

Compliance:
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
- Recessed Entry
- Covered Entry
- Sand Finish Stucco Banding & Cementitious Trim
- Gable
- Eaves
- Decorative Bracket at Gable
- Decorative Shutters
- Accent Lap Siding at Gable
- 30 Year Architectural Shingles
- Cementitious Siding at 2nd Floor



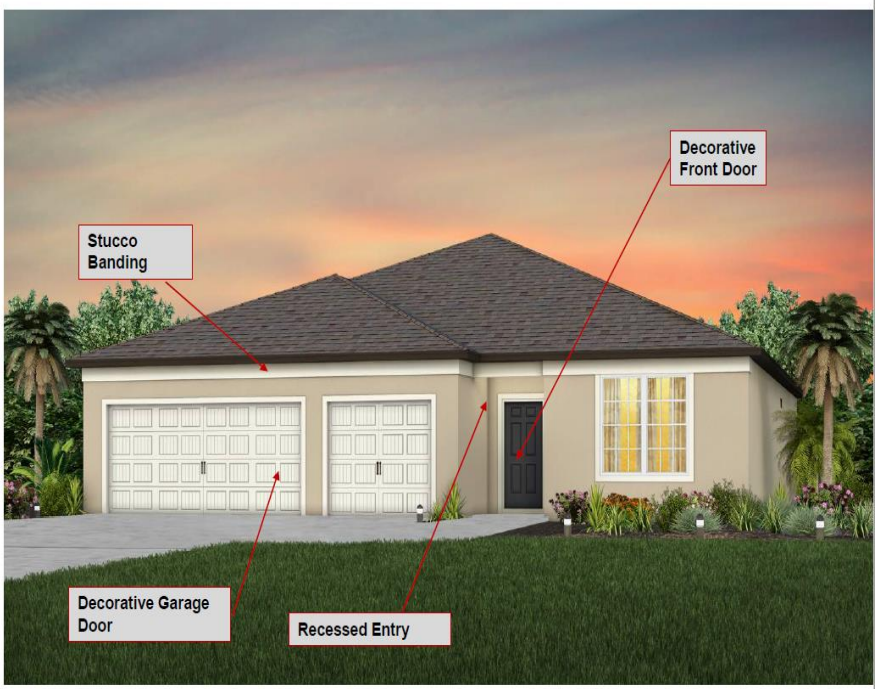
50' Wakefield Select
Elevation C1

Compliance:
1. Decorative Garage Door
2. Decorative 3 Panel Front Door
3. Architectural Features:
- Recessed Entry
- Covered Entry
- Sand Finish Stucco Banding & Cementitious Trim
- Gable
- Eaves
- Pillar (Sand Finish Stucco on base)
- Decorative Bracket at Gable
- Decorative Shutters
- Accent Lap Siding at Gable
- 30 Year Architectural Shingles
- Cementitious Siding at 2nd Floor



50' Arbor
Elevation FM1

Compliance:
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
- Recessed Entry
- Covered Entry
- Eaves
- Sand Finish Stucco Banding
- 30 Year Architectural Shingles



CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	February 22, 2024
OWNER:	F Sharp Holding Co LLC
PETITIONER:	Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT:	Mar-Jo Pines Windmill Sharp Properties
REQUEST:	Rezoning to PUD (Planned Unit Development)
CASE NO.:	PUD-23-564

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 C-1 (Neighborhood Commercial), Lake County CP (Planned Commercial District), and City of Leesburg PUD (Planned Unit Development).

2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Rural Transition and City of Leesburg Estate Residential.

3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) and 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: January 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

GENERAL LOCATION: East of US Highway 27 and north of Windmill Road

FUTURE LAND USE DESIGNATION: City Estate Residential (99.72 +/- acres) and Lake County Rural Transition (47.68 +/- acres)

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use and Lake County Rural Transition, Rural
South – City Estate Residential
East – City Estate Residential, Neighborhood Mixed Use and Lake County Rural
West – City Estate Residential, Institutional and Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential (47.68 +/- acres)

EXISTING ZONING DESIGNATION: City PUD (Planned Unit Development) (99.72 +/- acres) and Lake County A (Agriculture) (47.68 +/- acres)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development) and Lake County RM (Mixed Home Residential), A (Agriculture)
South – City PUD (Planned Unit Development)
East – City PUD (Planned Unit Development) and Lake County A (Agriculture)
West – City PUD (Planned Unit Development) and Lake County A (Agriculture), C-1 (Neighborhood Commercial), CP (Planned Commercial)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development) (147.4 +/- acres)

EXISTING LAND USE: Pasture, Timber, Non-Agricultural Acreage

SURROUNDING EXISTING LAND USE:
North – Pasture, Vacant Residential
South – Timber
East – Non-Agricultural acreage, Timber
West – Residential, Office, Commercial

PROPOSED LAND USE: Single family residential development

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: February 19, 2024
OWNER: F Sharp Holding Co LLC
PETITIONER: Aaron Struckmeyer, P.E., Director - Land Development, Pulte Home Company, LLC
PROJECT: Mar-Jo Pines Windmill Sharp Properties
REQUEST: Small Scale Comprehensive Plan Map Amendment to Estate Residential and rezoning to PUD (Planned Unit Development)
CASE NO.: ANNX-23-562; SSCP-23-563; PUD-23-564

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/19/2024

FIRE

In reference to Case Number SSCP-23-563; PUD-23-564

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 SSCP-23-563; PUD-23-564 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

Amanda Stevenson 2/15/24

ELECTRIC

"This is outside of Leesburg Electric's Service Territory." Steve Davis 2/2/24

GAS

"The City of Leesburg Gas Dept. has no objections in regards to Cases # SSCP-23-563 and PUD-23-564. Gas is available for any future development." Wayne Williams 2/8/24

GIS

No comments received as of 2/19/2024

BUILDING

No comments received as of 2/19/2024

PUBLIC WORKS

"Public works has no issues with this item." Cliff Kelsey 2/5/24

ADDRESSING

No comments received as of 2/19/2024

ECONOMIC DEVELOPMENT

No comments received as of 2/19/2024

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/19/2024

LAKE COUNTY SCHOOLS

No comments received as of 2/19/2024

PUBLIC RESPONSES

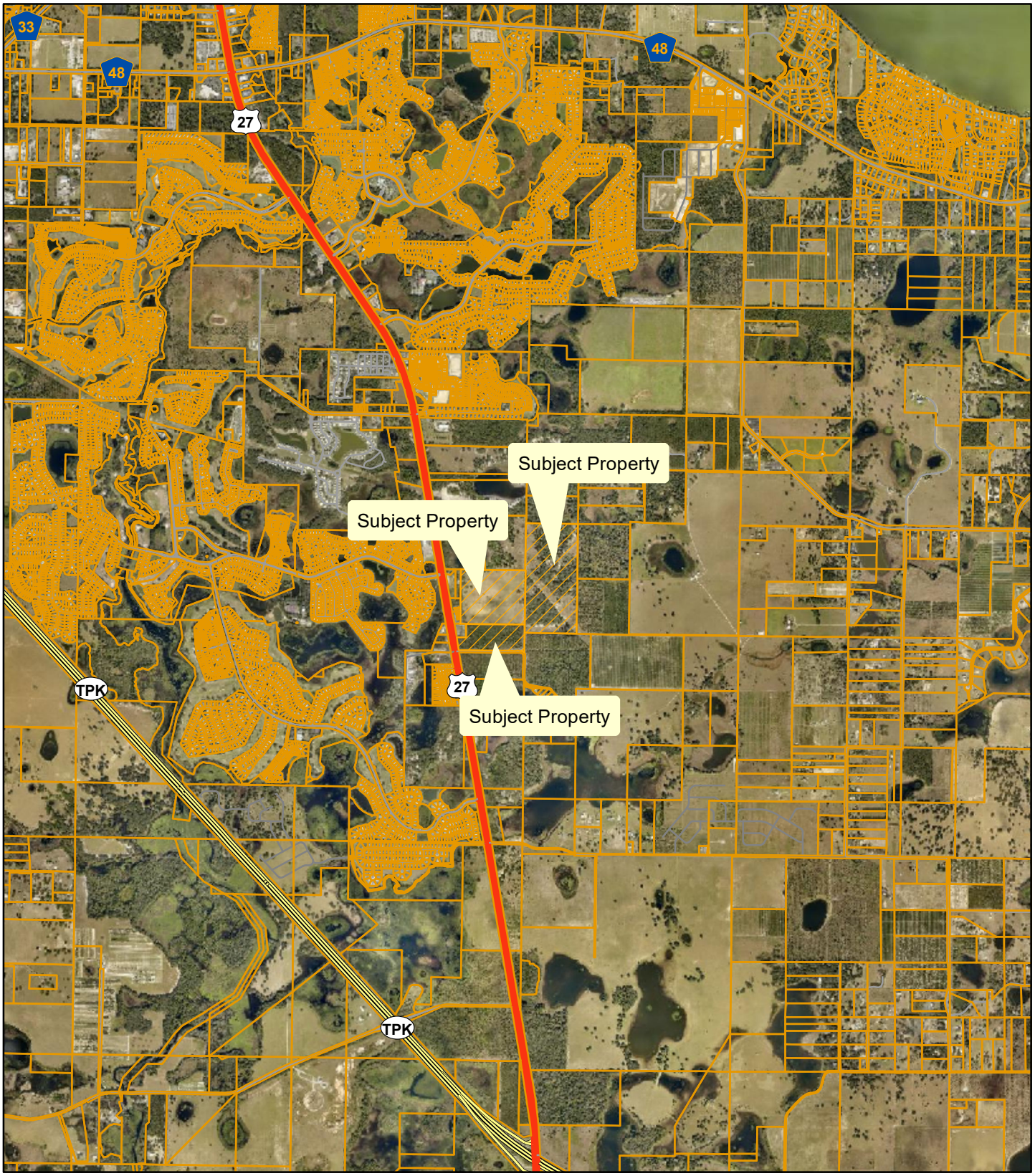
Approval

No comments received as of 2/19/2024

Disapproval

No comments received as of 2/19/2024

Locator



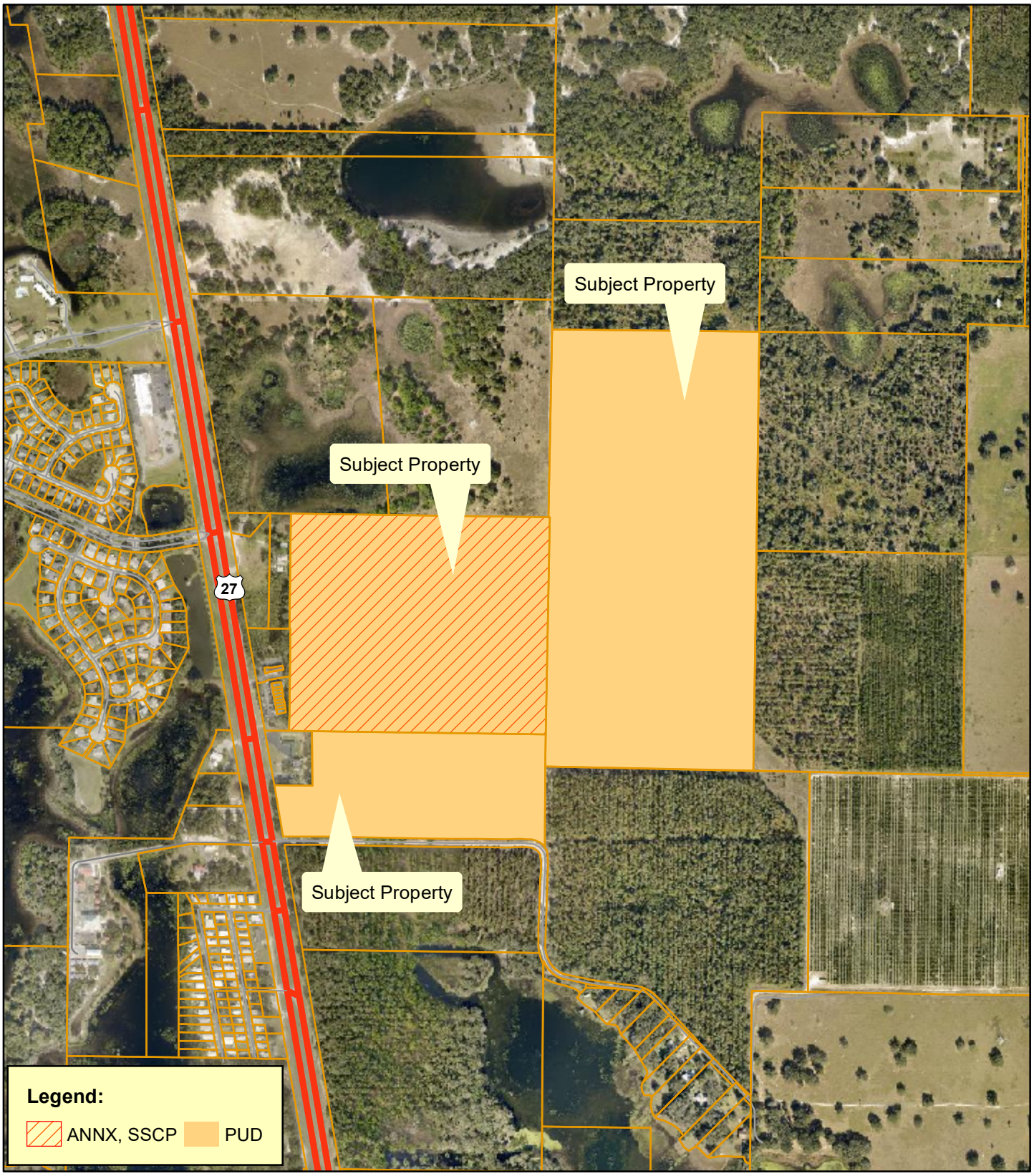
Planning & Zoning Division

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Feet

Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Project Area



Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Aerial



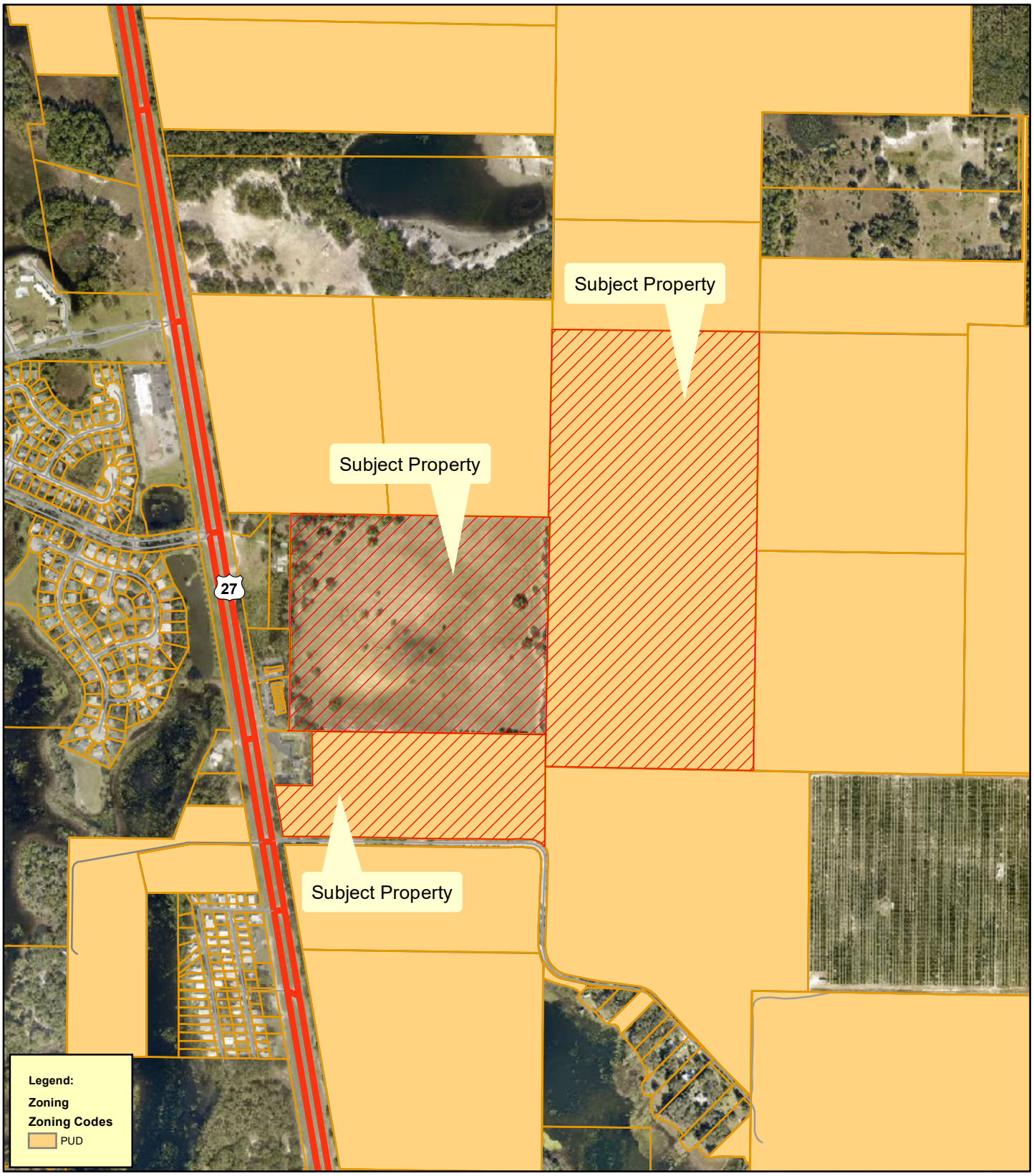
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Zoning



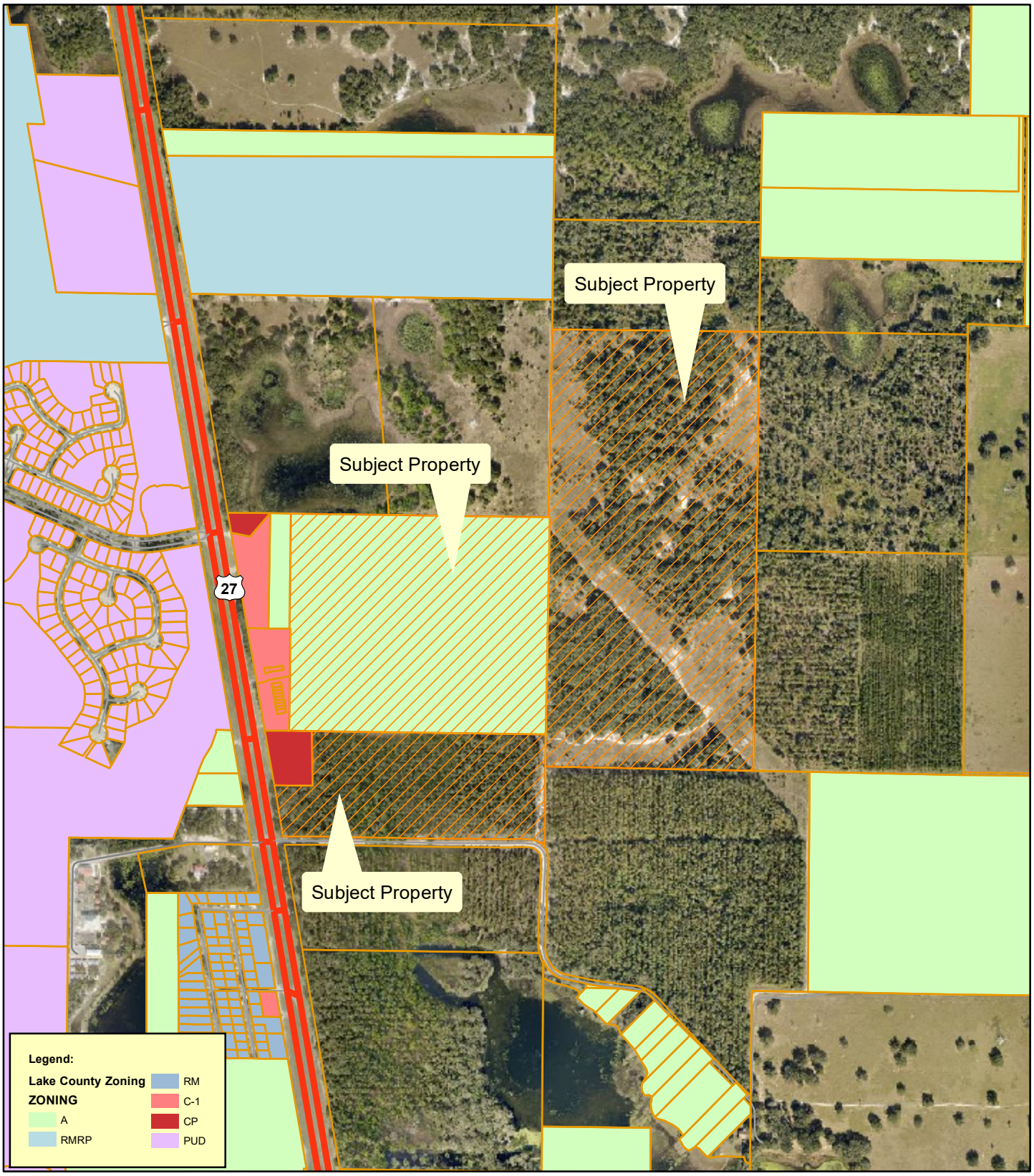
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Lake County Zoning



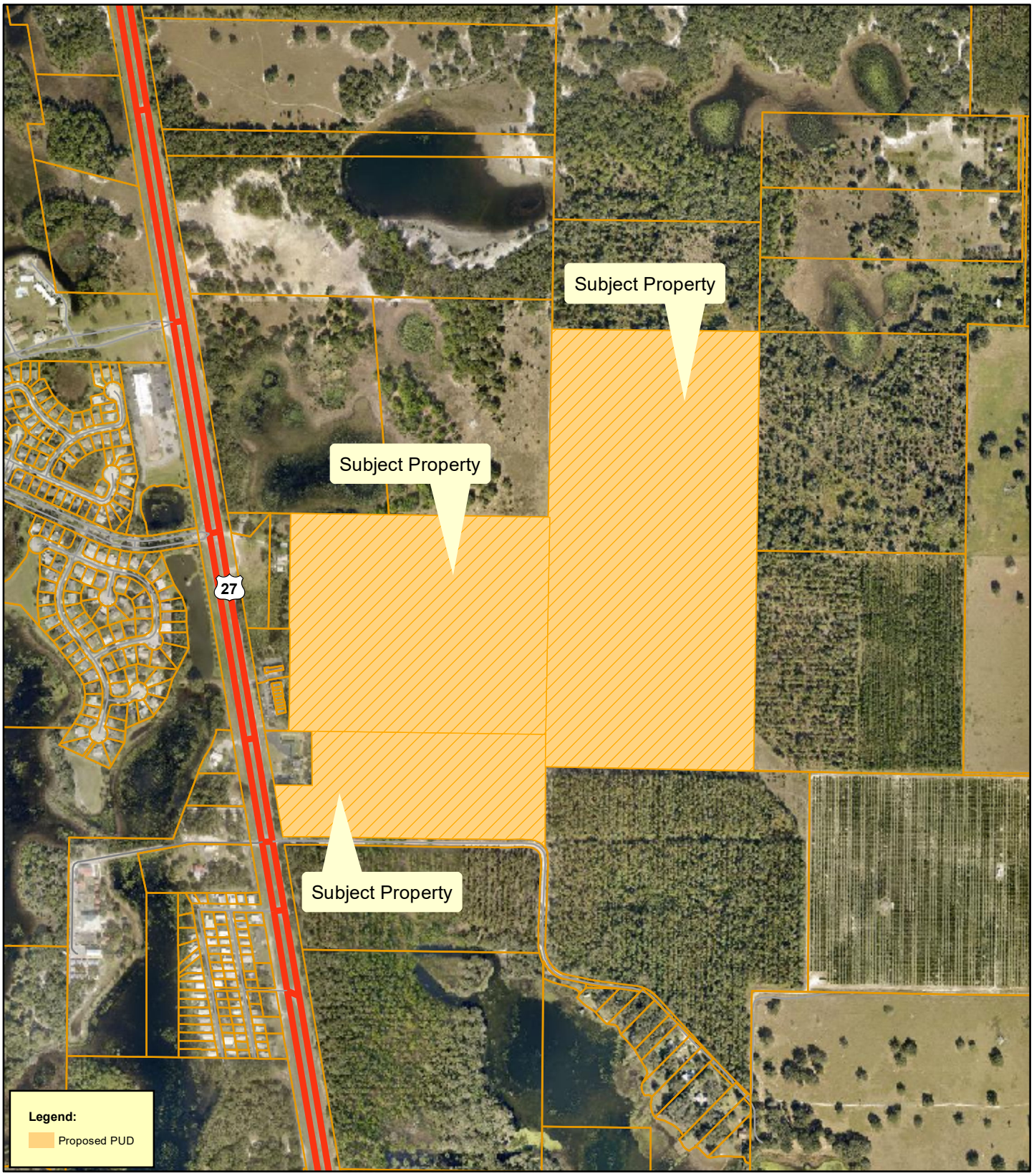
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Proposed Zoning



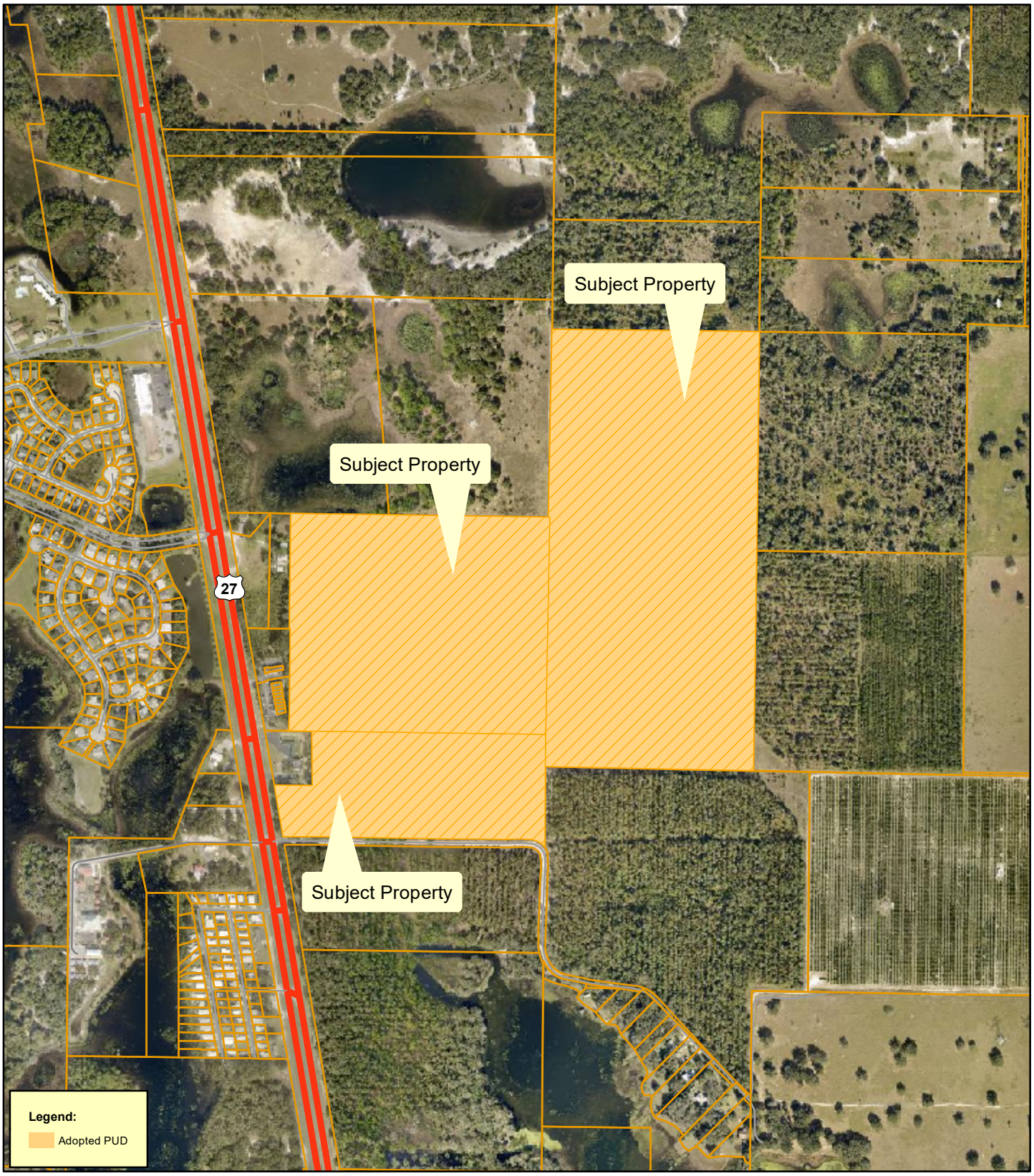
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Adopted Zoning



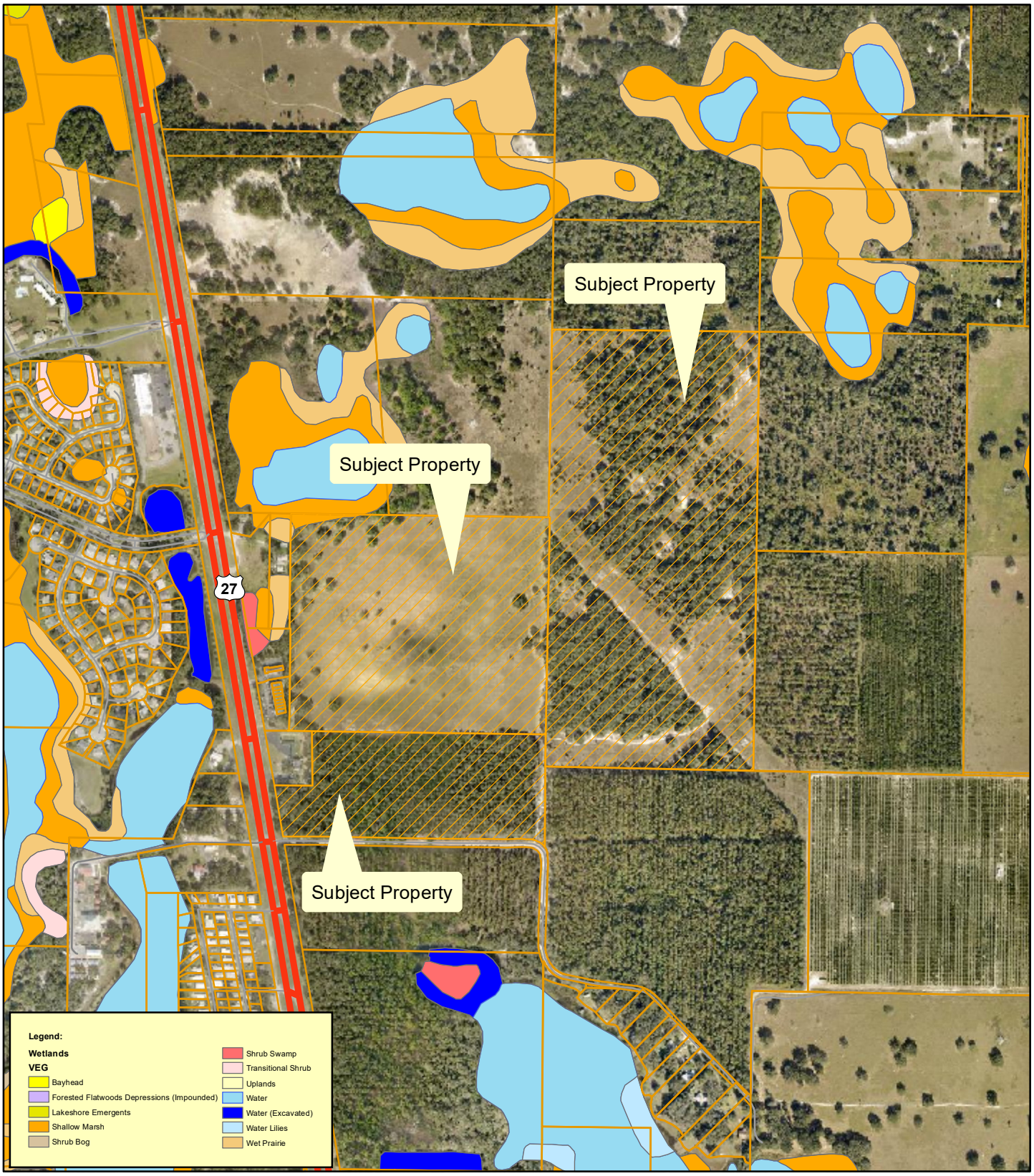
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Wetlands



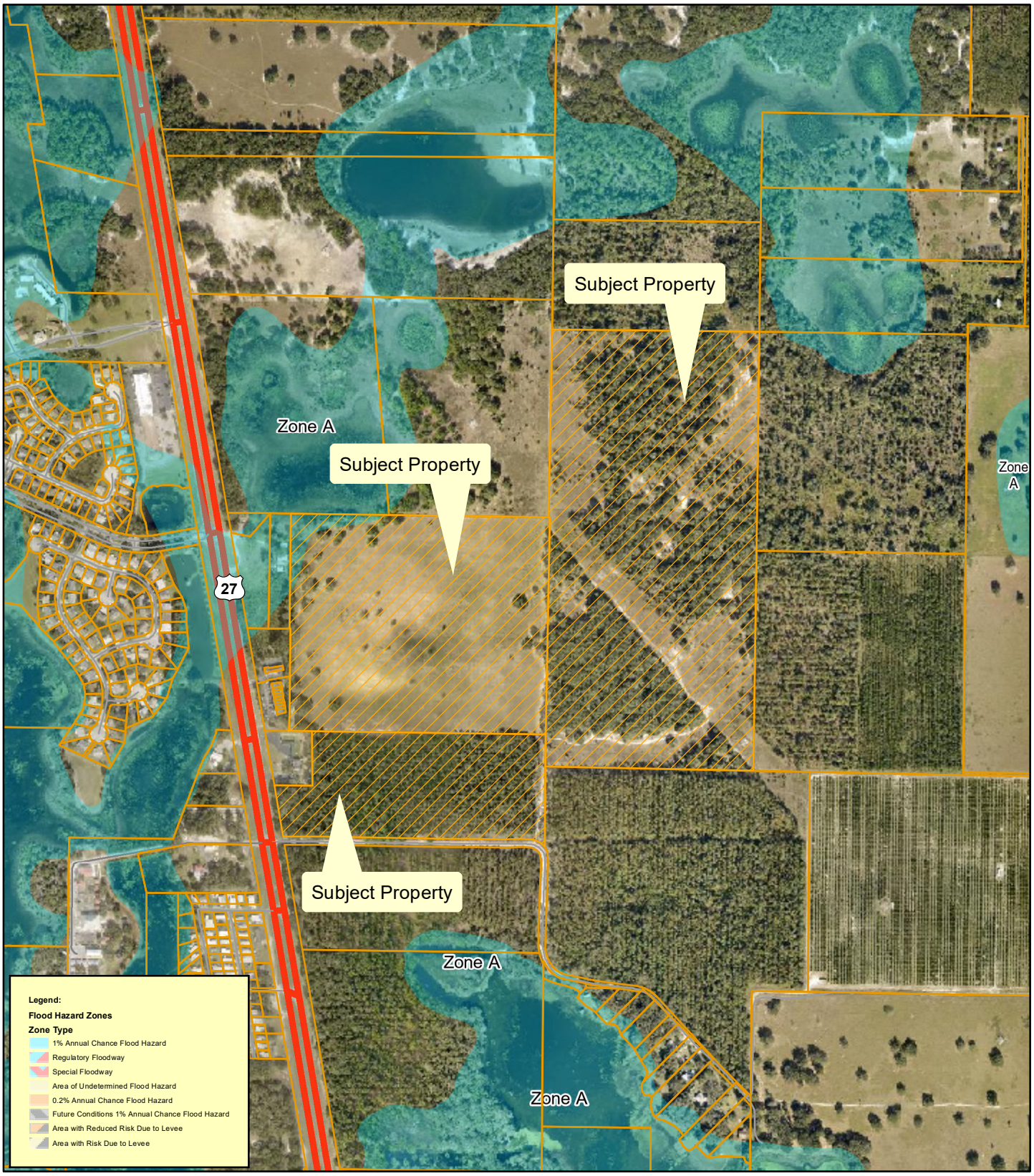
Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Flood Zone



Planning & Zoning Division

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Feet

Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024

Commission District

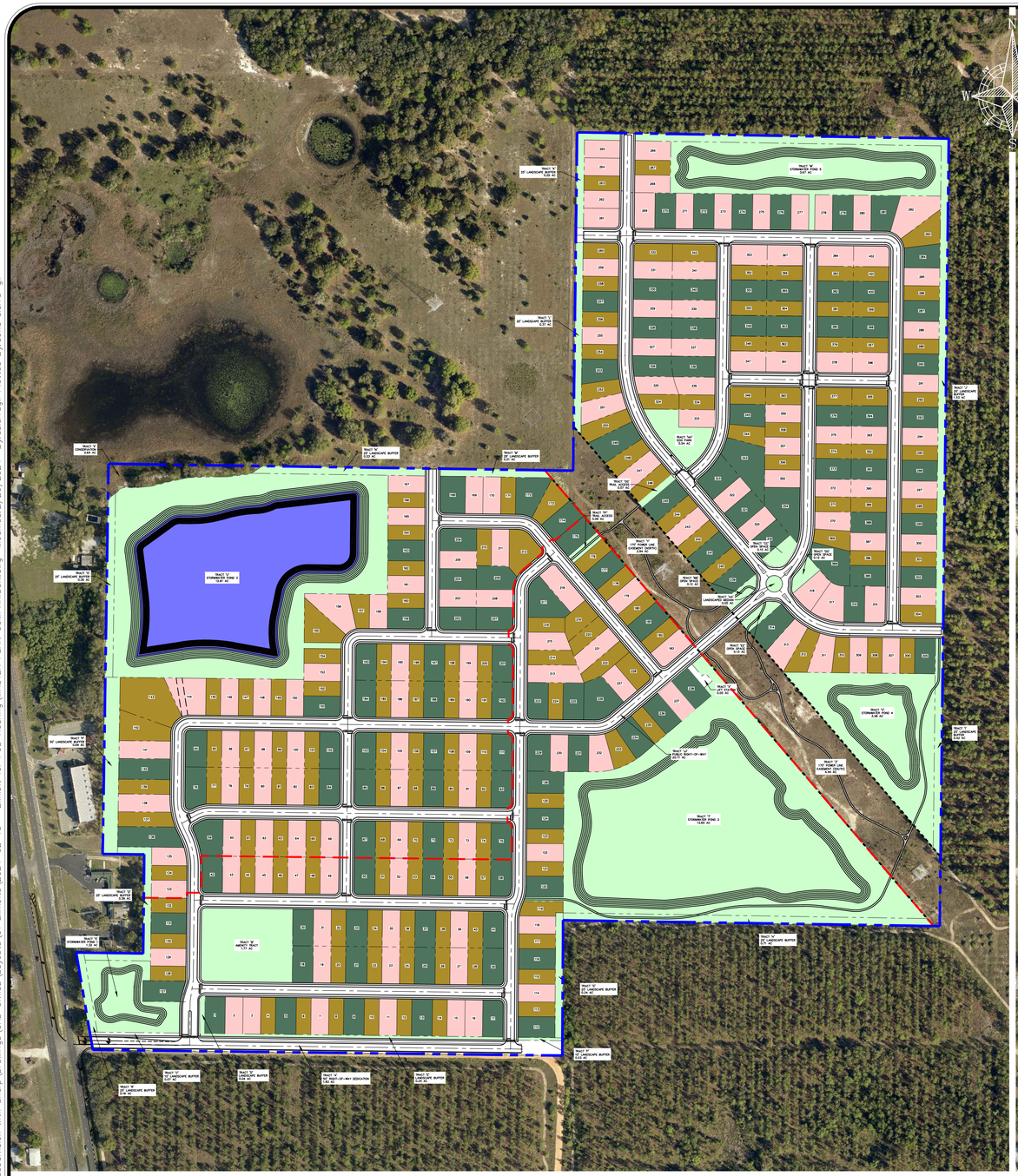


Planning & Zoning Division

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Mar-Jo Pines Windmill Sharp Properties
PUD-23-564
AK #'s 1775124, 1035503, 1030153
Section 25, Township 20 South, Range 24 East
January 5, 2024


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TRACT 'V'
STORMWATER POND 1
5.67 AC
TRACT 'V'
STORMWATER POND 2
13.87 AC
TRACT 'V'
STORMWATER POND 3
6.50 AC
TRACT 'V'
STORMWATER POND 4
3.48 AC
TRACT 'V'
20' LANDSCAPE BUFFER
8.39 AC
TRACT 'V'
CONSERVATION
0.56 AC
TRACT 'V'
25' LANDSCAPE BUFFER
7.24 AC
TRACT 'V'
15' LANDSCAPE BUFFER
2.24 AC
TRACT 'V'
10' LANDSCAPE BUFFER
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50' PUBLIC RIGHT-OF-WAY
1.71 AC
TRACT 'V'
100' POWER LINE
EASEMENT
4.04 AC
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OPEN SPACE
1.71

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.12.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 10.08 +/- acres from Institutional to General Commercial, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment of the City's Future Land Use Map on 10.08 +/- acres from Institutional to General Commercial.

Analysis:
The project site is approximately 10.08 +/- acres. The property is generally located north of U.S. Highway 441 and west of College Drive. Currently, the property is undeveloped. The requested use is commercial, to include retail, restaurant, and indoor storage. The surrounding Future Land Use Map designations of General Commercial, Low Density Residential, and Public are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The Planning Commission held a public hearing on the application on March 21, 2024, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested small-scale comprehensive plan amendment from Institutional to General Commercial; or 2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 10.08 +/- ACRES FROM INSTITUTIONAL TO GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441 AND WEST OF COLLEGE DRIVE, LYING IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE COMMONS SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 10.08 +/- acres of land generally located north of US Highway 441 and west of College Drive from Institutional to General Commercial, as shown on the revised map of said area, lying in Section 15, Township 19 South, Range 25 East, Lake County Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

DESCRIPTION: (By this Surveyor)

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

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

Containing 10.08 acres, more or less.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	March 21, 2024
OWNER:	City of Leesburg
PETITIONER:	Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT:	Silver Lake Commons
REQUEST:	Small Scale Comprehensive Plan Map Amendment from Institutional to General Commercial
CASE NO.:	SSCP-24-36

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with adjacent properties having future land use designations of General Commercial, Low Density Residential, and Public.

3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of C-3 (Highway Commercial), SPUD (Small Planned Unit Development), and P (Public).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Institutional to General Commercial and forward this recommendation to the City Commission for consideration.

Locator



Planning & Zoning Division

N
W E
S

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

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

Aerial



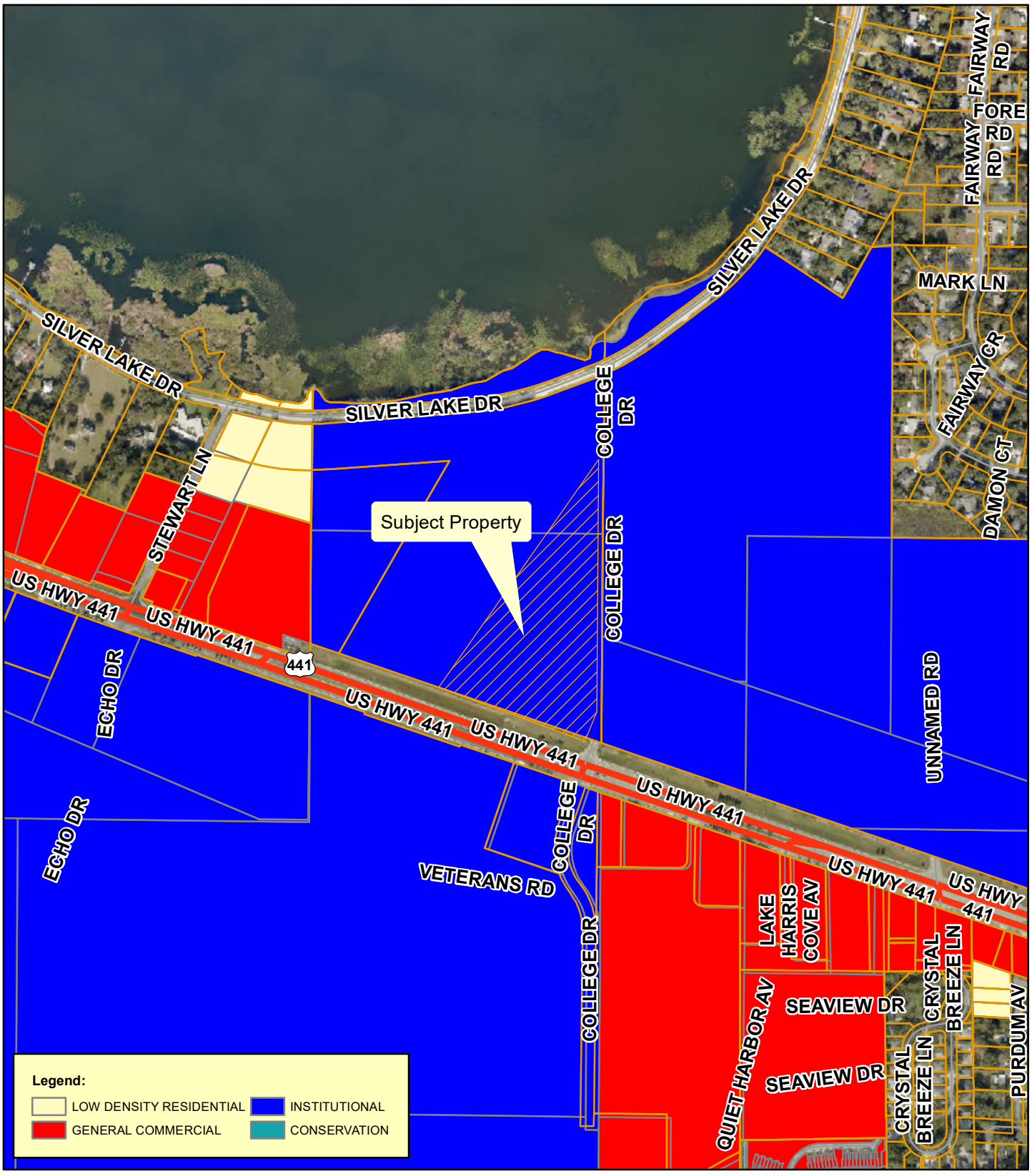
Planning & Zoning Division

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

Future Land Use



Planning & Zoning Division

N
W E
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0 140 280 420 560
Feet

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

Proposed Future Land Use



Planning & Zoning Division

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0 140 280 420 560
Feet

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

Commission District



Planning & Zoning Division

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0 140 280 420 560
Feet

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

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.13.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 10.08 +/- acres from P (Public) to PUD (Planned Unit Development) to allow for commercial uses, including restaurant, retail, and indoor storage, for a property generally located north of U.S. Highway 441 and west of College Drive, lying in Section 15, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Silver Lake Commons PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from P (Public) to PUD (Planned Unit Development) to allow for commercial uses, including restaurant, retail, and indoor storage.

Analysis:
The project site is approximately 10.08 +/- acres, and is generally located north of U.S. Highway 441 and west of College Drive as shown on the attached maps. The property is undeveloped. The proposal will allow for commercial uses, including restaurant, retail, and indoor storage. The existing land uses surrounding the property are Leesburg International Airport, Lake-Sumter State College, restaurant, and commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on March 21, 2024, and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
Future development of the property will increase the anticipated impact from collection of impact fees, ad

valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 10.08 +/- ACRES FROM P (PUBLIC) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL USES, INCLUDING RESTAURANT, RETAIL, AND INDOOR STORAGE, FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441 AND WEST OF COLLEGE DRIVE, LYING IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE COMMONS PUD)

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

Section 1.
Based upon the petition of BluRock Development, LLC c/o Joe Schuemann, Petitioner, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from P (Public) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

DESCRIPTION: (By this Surveyor)

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

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

Containing 10.08 acres, more or less.

SILVER LAKE COMMONS
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
March 21, 2024

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **BluRock Development, LLC c/o Joe Schuemann, "Permittee", 3408 S. Orange Avenue, Suite B, Orlando, Florida, 32806** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND
The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of proposed commercial uses consisting of approximately 10.08 +/- acres generally located north of US Highway 441 and west of College Drive, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

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

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

1. **PERMISSION** is hereby granted to **BluRock Development, LLC c/o Joe Schuemann, "Permittee", 3408 S. Orange Avenue, Suite B, Orlando, Florida, 32806** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 10.08 +/- acres, shall be used for commercial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. General retail sales/services
2. Gas station with or without convenience store
3. Restaurants with or without drive-thru
4. Pharmacy uses
5. Professional Offices
6. Medical offices/clinics
7. Urgent care facilities
8. Veterinary/Pet care
9. Coffee shops
10. Day care centers
11. Houses of Worship
12. Fitness centers
13. Personal services
14. Self-service storage

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. DEVELOPMENT STANDARDS FOR COMMERCIAL

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 25-feet
2. Side: 15-feet
3. Rear: 15-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height
   1. Maximum building height shall not exceed four (4) stories with a maximum height of 52-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.
   2. This property is located in the Construction & Height Restriction zone for the Leesburg International Airport. Prior to construction of any structure, the Applicant shall comply with all Federal Aviation Administration (FAA) requirements for buildings in this zone. FAA regulations shall supersede requirements of this document.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:
   1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

H. Final lot sizes and setbacks may be adjusted by Staff during the site plan review process to meet the intent of this PUD (Planned Unit Development).

I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

A. Site Access
   1. Access to the site shall be provided by a minimum of one access point from the existing contiguous paved roads adjacent to the property. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation.

B. Internal Circulation
   1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the commercial and multi-family uses.

C. Pedestrian Access
   1. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development Pedestrian access shall include consideration of sidewalks, and recreational trails, to adjoining properties.
   2. Sidewalks shall be installed per City of Leesburg codes and specifications.
   3. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

A. General

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

B. Commercial

1. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

7. ARCHITECTURAL STANDARDS

A. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all commercial construction on the subject property.

B. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

C. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

D. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

E. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.

F. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD Agreement. Facades shown in **Exhibit D** shall be considered conceptual and consistent with this document.

8. SIGNAGE

A. Ground signs

1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

B. Alternative Designs.

1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and

requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs

1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. Open space may consist of buffers, wetlands, retention and recreation areas.

B. Required Perimeter Landscape Buffers:

1. North – 15'
2. South – 15'
3. East – 15'
4. West – 15'

C. Landscape buffers are to consist of natural existing landscaping where possible.

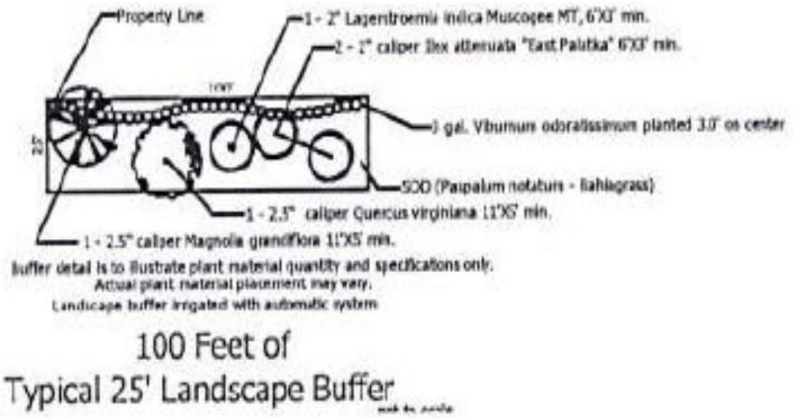
D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan **(Exhibit C)**, attached hereto, and City of Leesburg landscape code requirements.

E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-323, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

I. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
   1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
   2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

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

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

12. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by

the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

13. TRANSPORTATION IMPROVEMENTS

A. Traffic/Transportation Study

1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County,

the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements
   1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
   2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements
   1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470.
   2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation
   1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular assess is available among and between all structures within the development.

14. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

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

16. DEVELOPMENT PHASING & IMPLEMENTATION

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

B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

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

17. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

18. LEVELS OF SERVICE

A. Levels of Service

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

impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

A. Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

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

EXHIBIT B **LEGAL DESCRIPTION**

DESCRIPTION: (By this Surveyor)

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

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

Containing 10.08 acres, more or less.

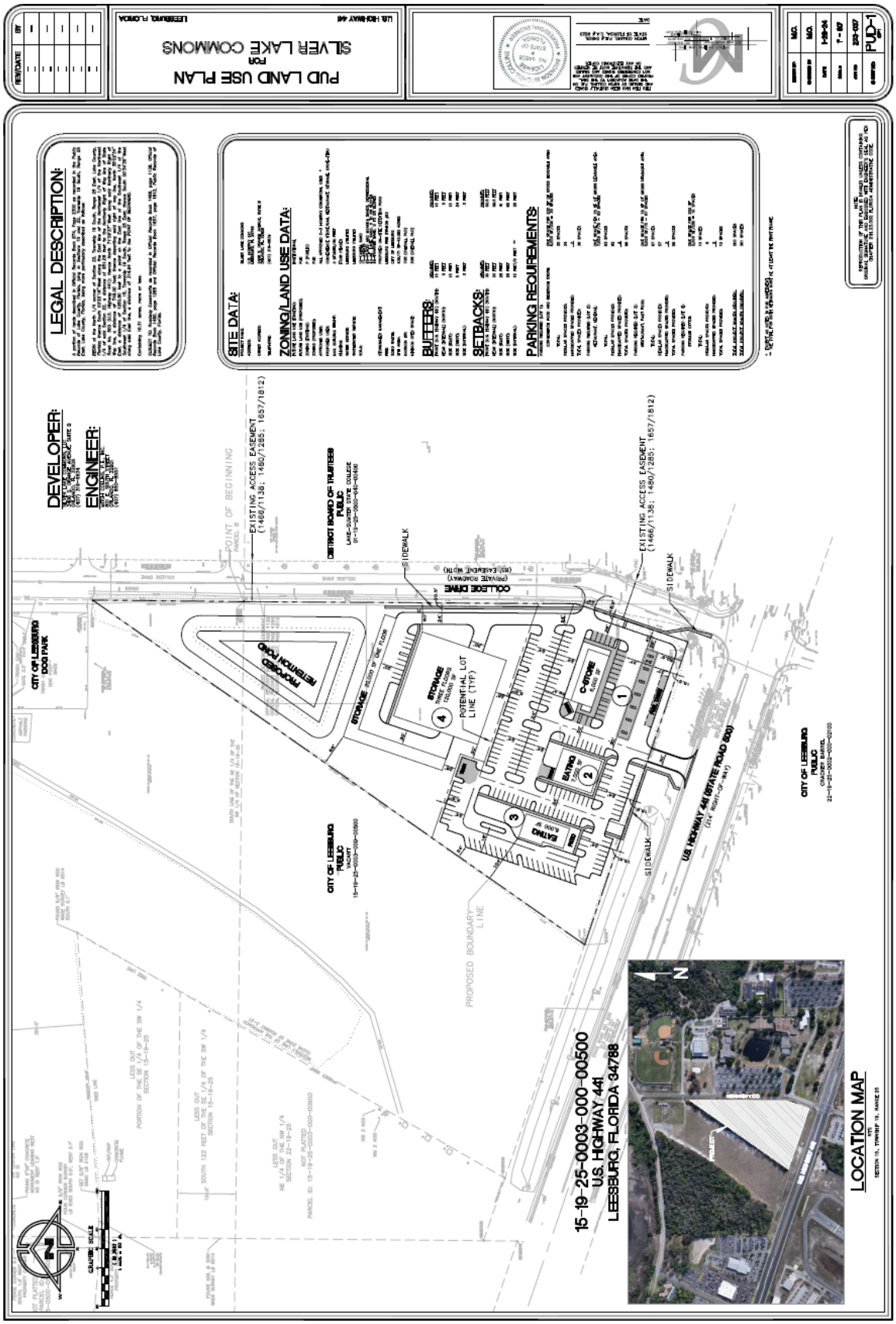

PUD LAND USE PLAN
FOR
SILVER LAKE COMMONS
LEESBURG, FLORIDA
US HIGHWAY 441
LEGAL DESCRIPTION:
SITE DATA:
ZONING/LAND USE DATA:
BUFFERS:
SETBACKS:
PARKING REQUIREMENTS:
DEVELOPER:
ENGINEER:
POINT OF BEGINNING
EXISTING ACCESS EASEMENT
(1466/1138; 1480/1285; 1657/1812)
DISTRICT BOARD OF TRUSTEES
PUBLIC
LAKE-SUMTER STATE COLLEGE
SIDEWALK
COLLEGE DRIVE
(PRIVATE ROADWAY)
(NO EASEMENT WIDTH)
CITY OF LEESBURG
DOG PARK
PROPOSED
RETENTION POND
STORAGE
POTENTIAL LOT
LINE (TYP.)
C-STORE
EATING
CITY OF LEESBURG
PUBLIC
VACANT
U.S. HIGHWAY 441 (STATE ROAD 500)
CITY OF LEESBURG
PUBLIC
CHICKEY BARREL
PROPOSED BOUNDARY
LINE
15-19-25-0003-000-00500
U.S. HIGHWAY 441
LEESBURG, FLORIDA 34788
LOCATION MAP
PUD-1

EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

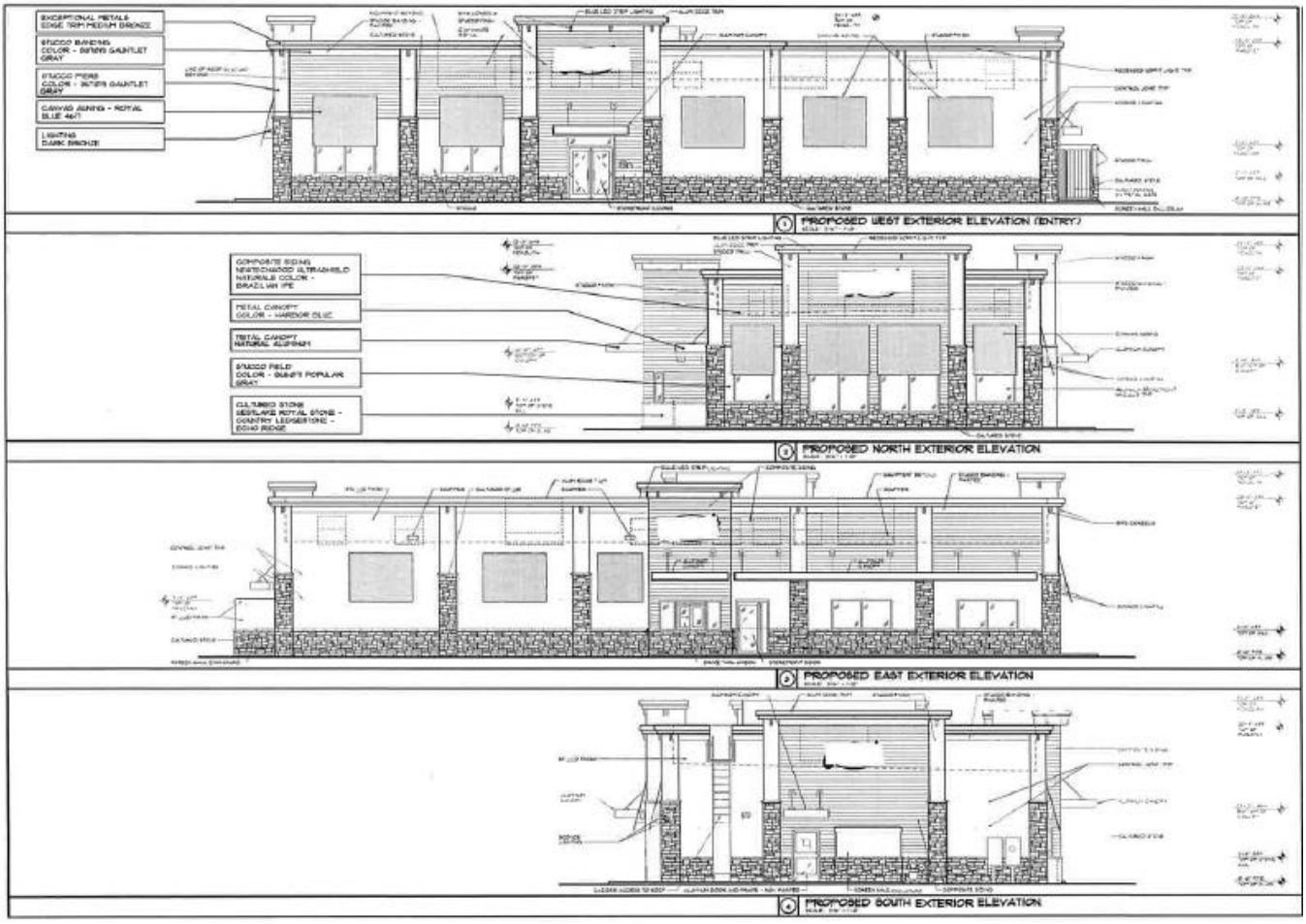
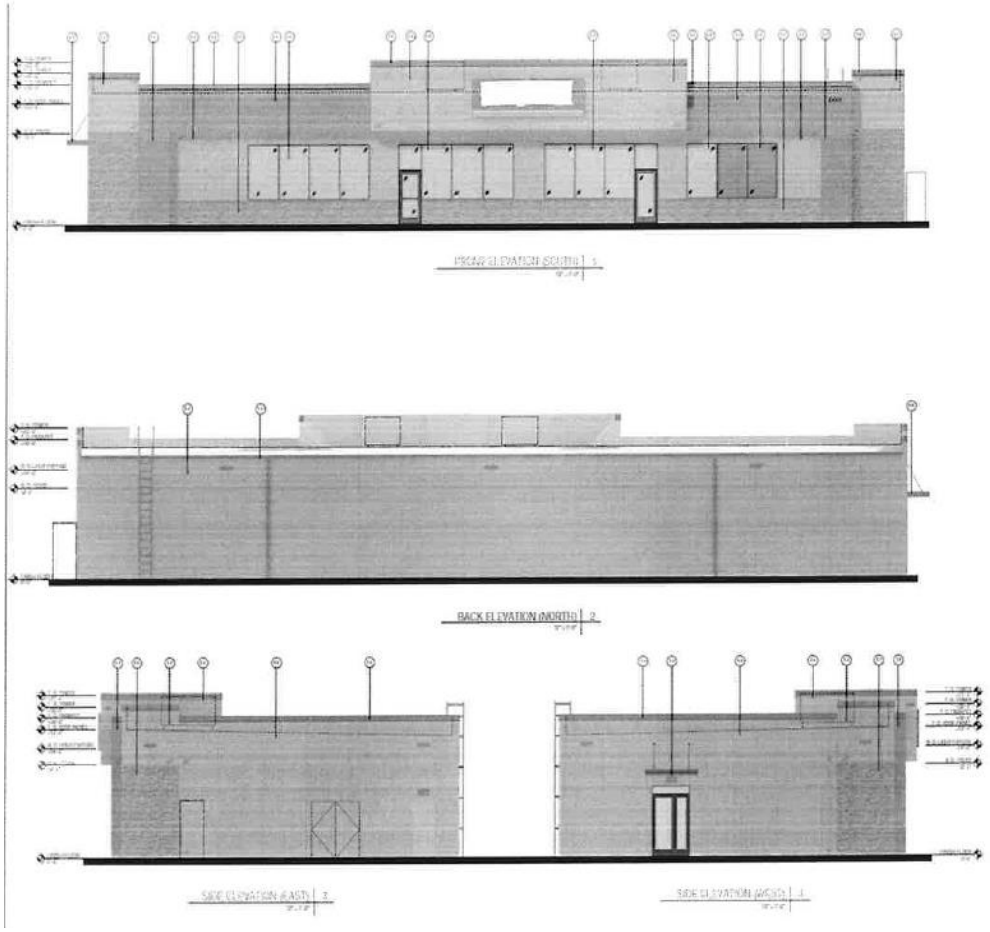


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**





TYPICAL DARK SKY LIGHTING FIXTURES



CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE: March 21, 2024
OWNER: City of Leesburg
PETITIONER: Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT: Silver Lake Commons
REQUEST: Rezoning to PUD (Planned Unit Development) from P (Public)
CASE NO.: PUD-24-37

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of C-3 (Highway Commercial), SPUD (Small Planned Unit Development), and P (Public).

2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent properties having future land use designations of General Commercial, Low Density Residential, and Public.

3. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

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

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: March 15, 2024
OWNER: City of Leesburg
PETITIONER: Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT: Silver Lake Commons
REQUEST: Small Scale Comprehensive Plan Amendment; Rezoning
CASE NO.: SSCP-24-36; PUD-24-37

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 3/15/2024.

FIRE

No comments from Leesburg Fire Department. Amanda Stevenson, 3/14/2024

ELECTRIC

Electric has no objections. Steve Davis, 3/2/2024

GAS

No comment, Gas Dept. Wayne Williams, 3/1/2024

GIS

GIS has no comments. Aidan Holmes, 3/7/2024

BUILDING

No comments received as of 3/15/2024.

PUBLIC WORKS

Public Works has no issues with this request. Cliff Kelsey, 3/4/2024

ADDRESSING

No comments received as of 3/15/2024.

ECONOMIC DEVELOPMENT

No comments received as of 3/15/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter from Seth Lynch dated March 1, 2024.

LAKE COUNTY SCHOOLS

No comments for the Silver Lake Commons commercial (non-residential) uses. Helen LaValley, 3/4/2024

PUBLIC RESPONSES

Approval

No comments received as of 3/15/2024.

Disapproval

No comments received as of 3/15/2024.

Notice of Appearance filed:

No comments received as of 3/15/2024.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 3/15/2024.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 3/15/2024.

PUBLIC COMMENTS (UNDECIDED)

No comments received as of 3/15/2024.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: March 1, 2024
OWNER: City of Leesburg
PETITIONER: Tara Tedrow, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
PROJECT: Silver Lake Commons
REQUEST: Small Scale Comprehensive Plan Amendment; Rezoning
CASE NO.: SSCP-24-36; PUD-24-37

GENERAL LOCATION: North of US Highway 441 and west of College Drive

FUTURE LAND USE DESIGNATION: Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Institutional
South – Institutional, General Commercial
East – Institutional
West – Institutional, General Commercial, Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: P (Public)

SURROUNDING ZONING DESIGNATIONS:
North – P (Public)
South – P (Public), C-3 (Highway Commercial)
East – P (Public)
West – P (Public), PUD (Planned Unit Development), SPUD (Small Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING EXISTING LAND USE:
North – Vacant, Silver Lake
South – Airport, Restaurant, Commercial
East – Lake-Sumter State College
West – Commercial

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

Locator



Planning & Zoning Division

N
W E
S

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

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

Aerial



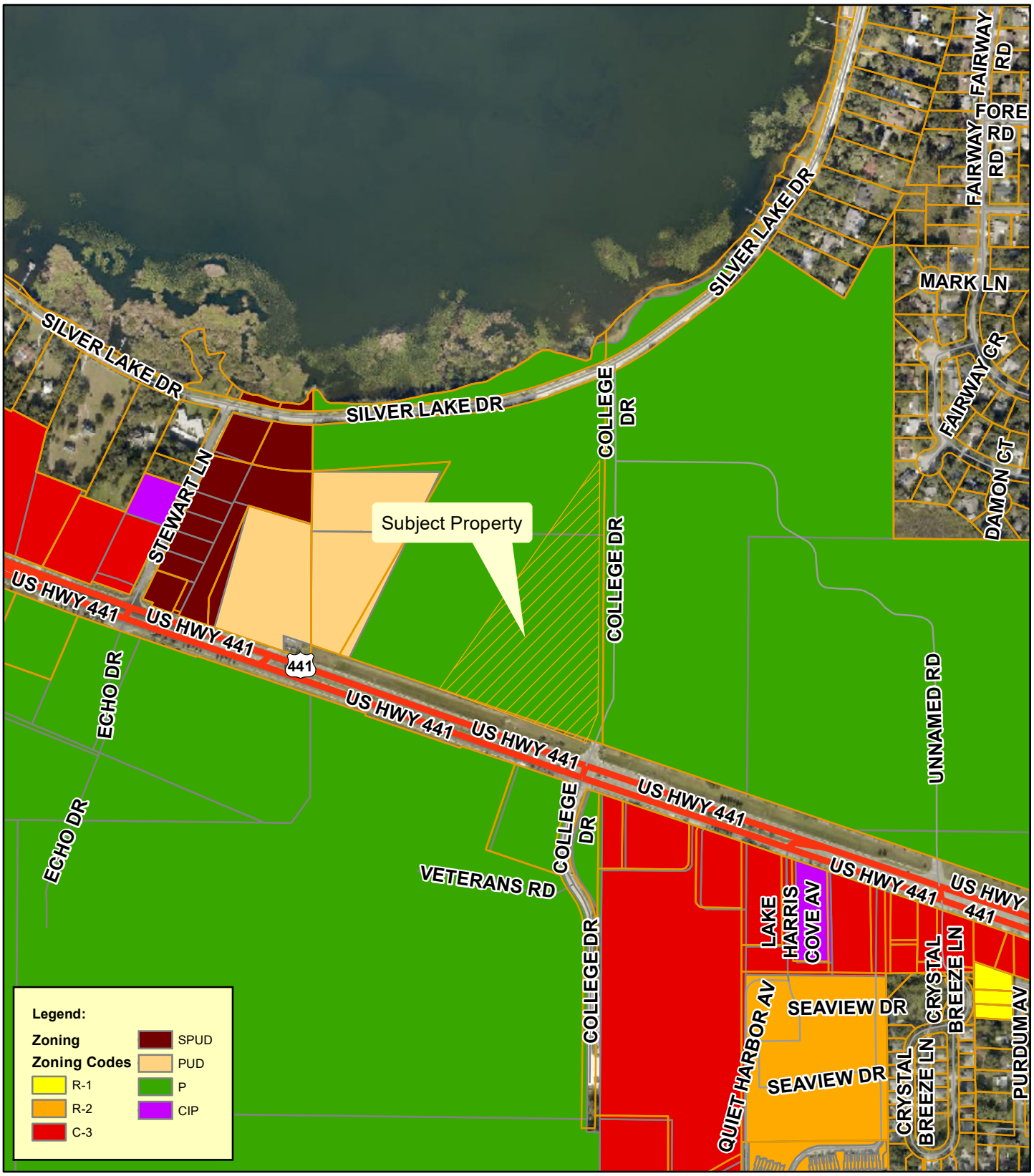
Planning & Zoning Division

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0 140 280 420 560
Feet

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

Zoning



Planning & Zoning Division

N
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0 140 280 420 560
Feet

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

Proposed Zoning



Planning & Zoning Division

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0 140 280 420 560
Feet

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

Surrounding Property Uses



Planning & Zoning Division

N
W E
S

0 140 280 420 560
Feet

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

Community Redevelopment Area



Planning & Zoning Division

N
W E
S

0 140 280 420 560
Feet

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

Commission District



Planning & Zoning Division

N
W E
S

0 140 280 420 560
Feet

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

Airport Zones Overlay



Planning & Zoning Division

N W E S

0 140 280 420 560
Feet

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



Looking into the property from US Highway 441.



Looking east along US Highway 441.



Looking west US Highway 441.



Looking across US Highway 441.



Looking into the property from College Drive.



Looking north along College Drive.



Looking across College Drive.



Looking south along College Drive.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.14.

Meeting Date: June 10, 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 10th day of June 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), t**o 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) <u>For 50 x 120-foot lots:</u>
   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) <u>For 60 x 120-foot lots):</u>
   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) <u>For 70 x 120-foot lots):</u>
   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.

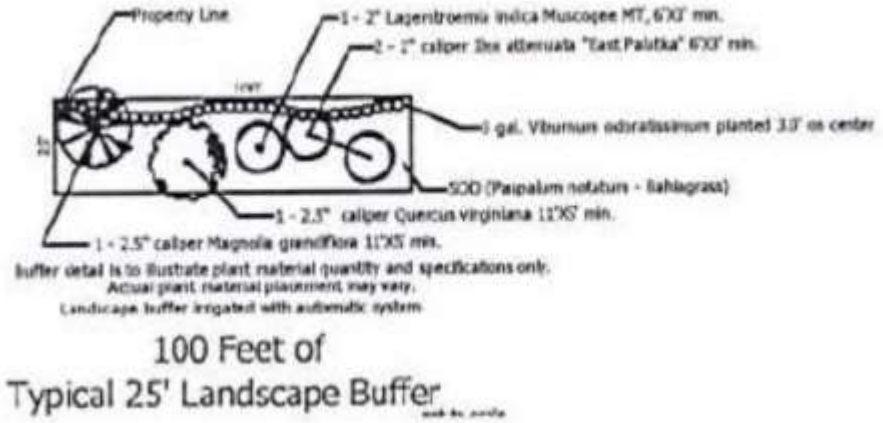
J. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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:

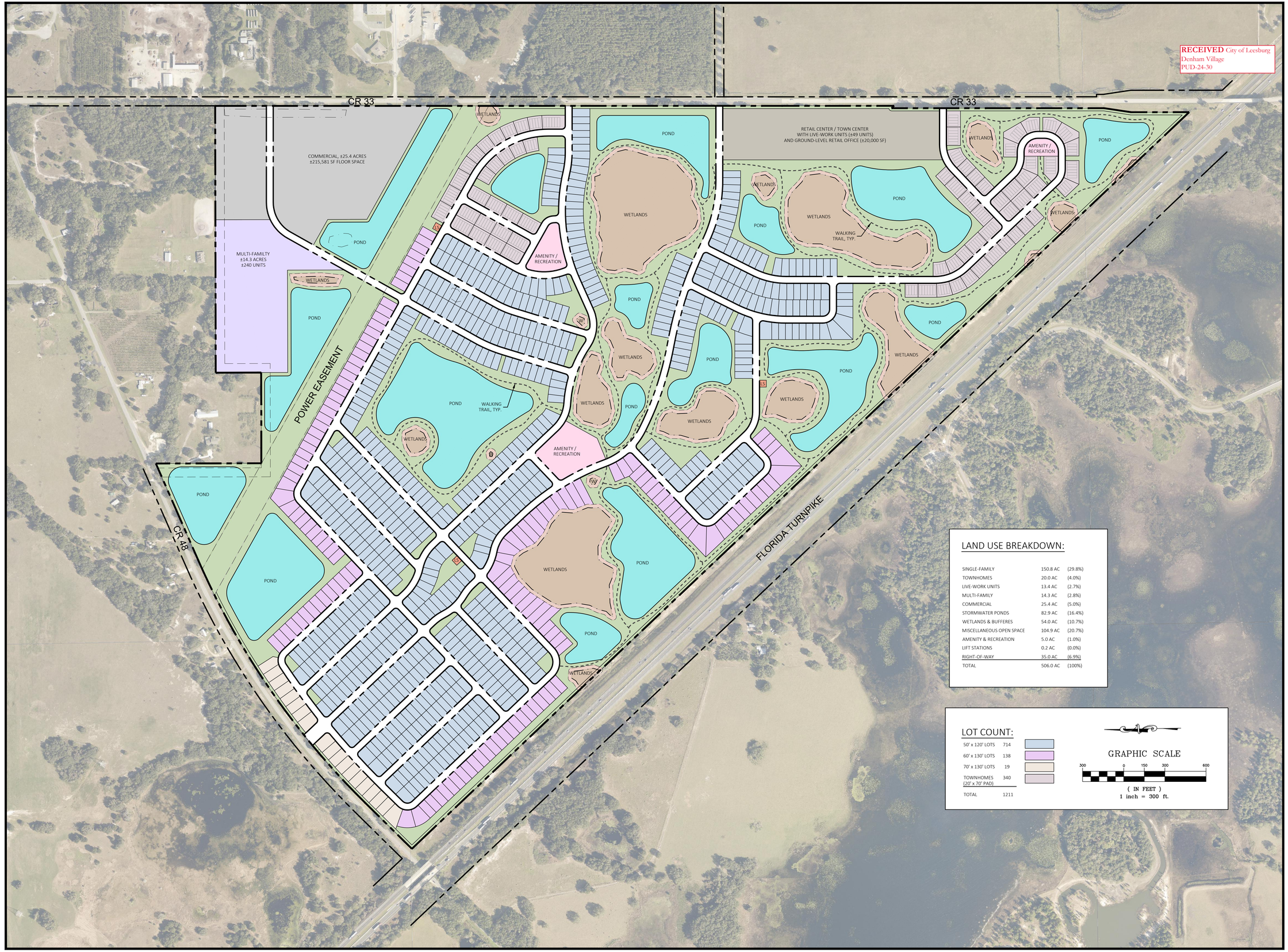
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, THENCE RUN N89°09'22"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33 (A VARIABLE WIDTH 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 C **CONCEPTUAL SITE PLAN**



EXHIBIT D **SAMPLE FACADES**



RECEIVED City of Leesburg
Denham Village
PUD-24-30

LAND USE BREAKDOWN:

SINGLE-FAMILY	150.8 AC	(29.8%)
TOWNHOMES	20.0 AC	(4.0%)
LIVE-WORK UNITS	13.4 AC	(2.7%)
MULTI-FAMILY	14.3 AC	(2.8%)
COMMERCIAL	25.4 AC	(5.0%)
STORMWATER PONDS	82.9 AC	(16.4%)
WETLANDS & BUFFERES	54.0 AC	(10.7%)
MISCELLANEOUS OPEN SPACE	104.9 AC	(20.7%)
AMENITY & RECREATION	5.0 AC	(1.0%)
LIFT STATIONS	0.2 AC	(0.0%)
RIGHT-OF-WAY	35.0 AC	(6.9%)
TOTAL	506.0 AC	(100%)

LOT COUNT:

50' x 120' LOTS	714
60' x 130' LOTS	138
70' x 130' LOTS	19
TOWNHOMES (20' x 70' PAD)	340
TOTAL	1211

GRAPHIC SCALE

300 0 150 300 600

(IN FEET)
1 inch = 300 ft.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

CONCEPT PLAN
FOR
DENHAM VILLAGE
CITY OF LEESBURG FLORIDA

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

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

JOB # 23207
DATE: 01/02/24
SCALE: 1"=300'
DESIGNED BY: RS | BB
DRAWN BY: RS
APPROVED BY: BB

H:\Data\23207-Denham Village\Eng\Concept\23207_CBASE.dwg February 1, 2024 5:01 PM

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.

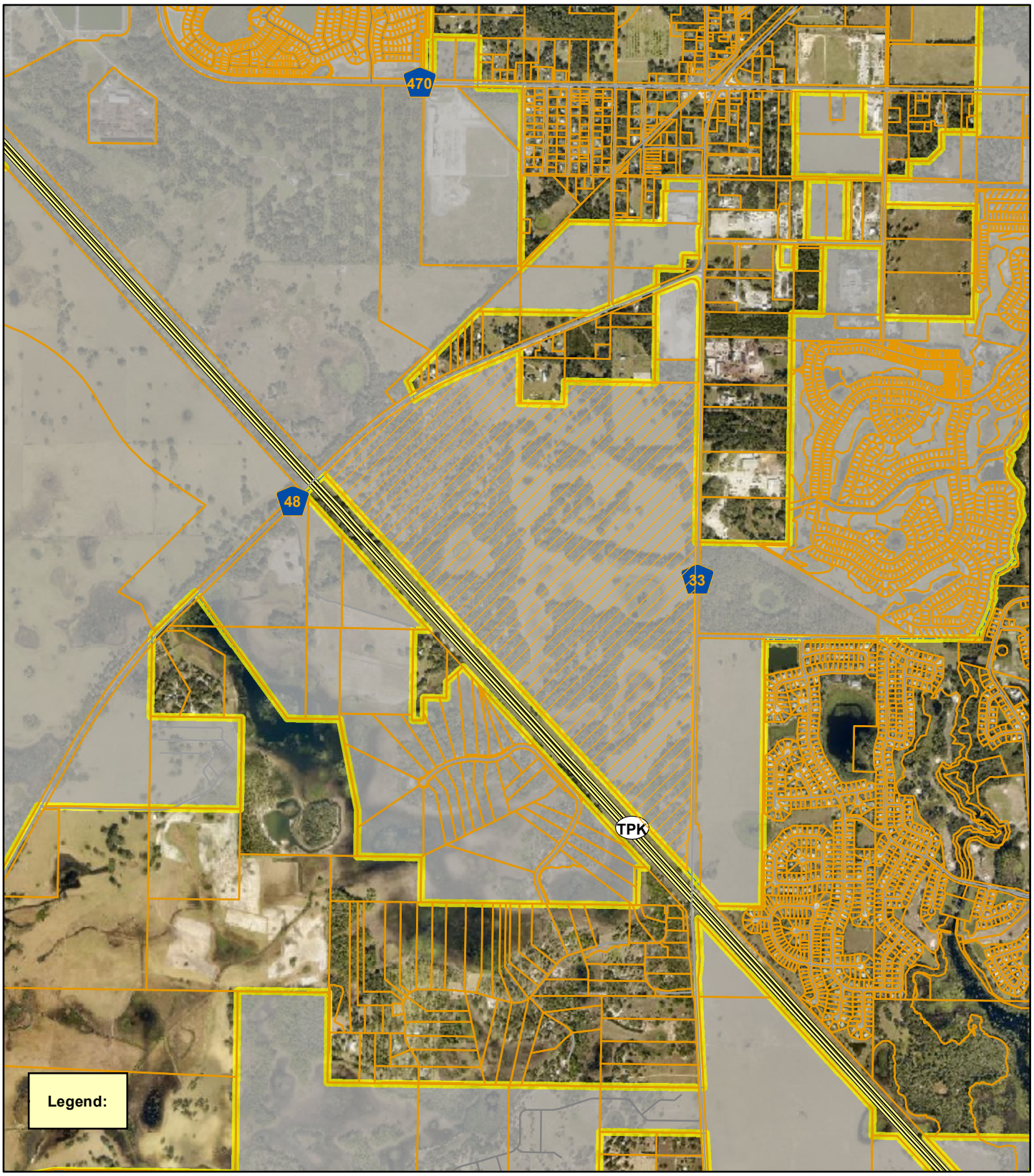
If the commissioners are allowing all these new developments to build in order to increase the tax base, what are you all doing to show the longtime residents what you are doing with the money?

Sincerely,

Emalea J Gravatt

Emalea and Robert Gravatt

City Boundary



Planning & Zoning Division

N
W E
S

0 430 860 1,290 1,720
Feet

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

Aerial



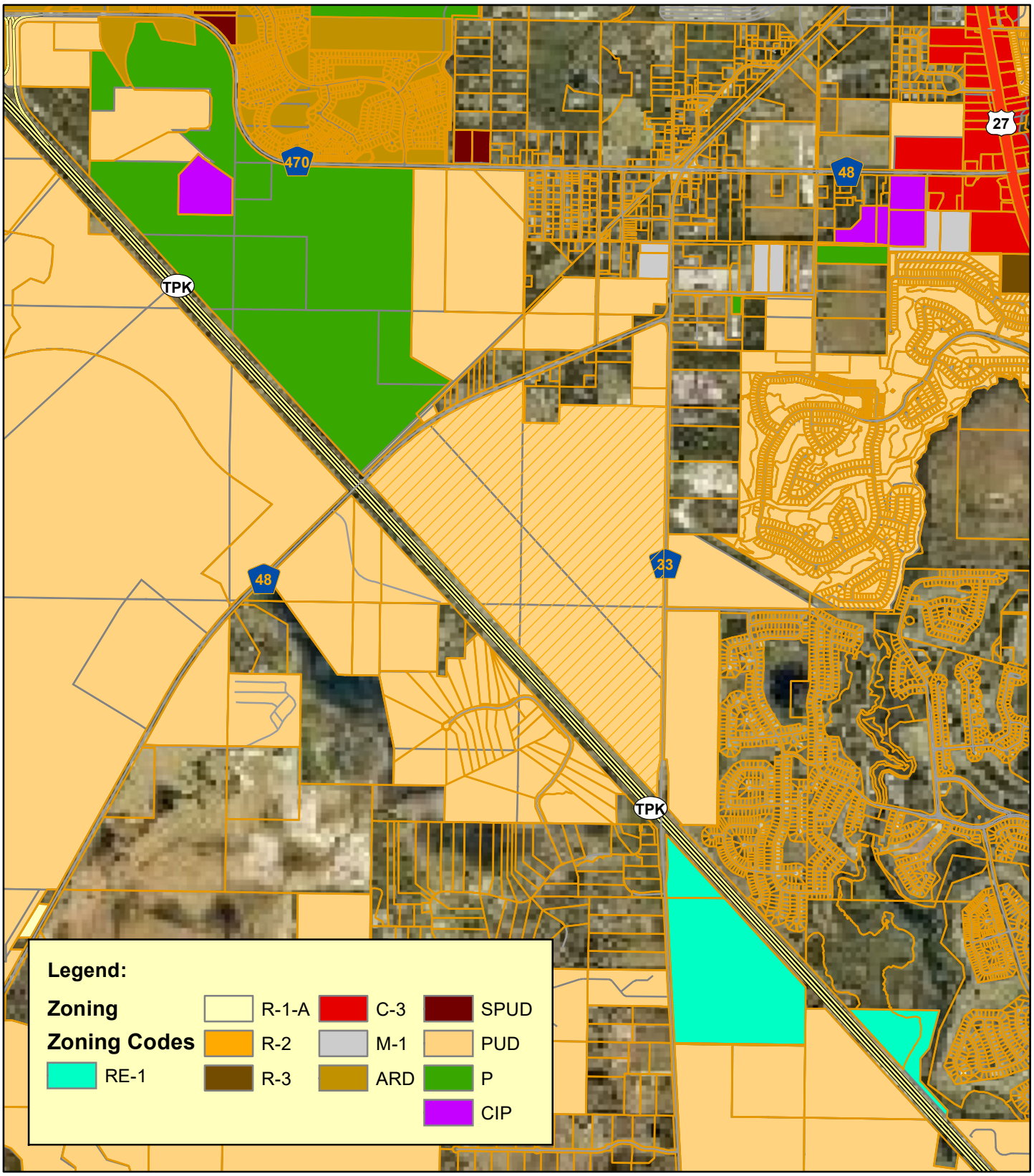
Planning & Zoning Division

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

Zoning



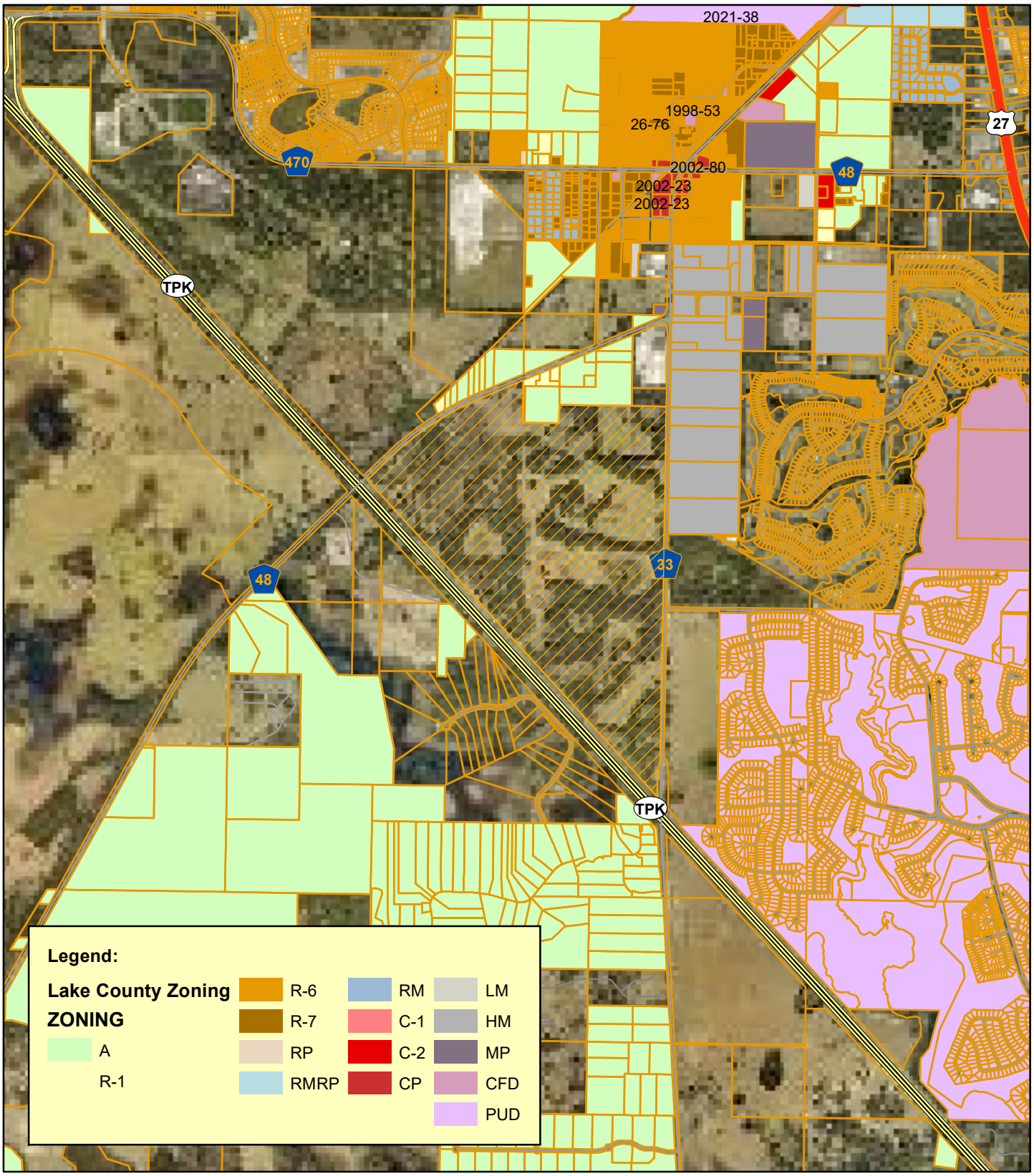
Planning & Zoning Division

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

Lake County Zoning



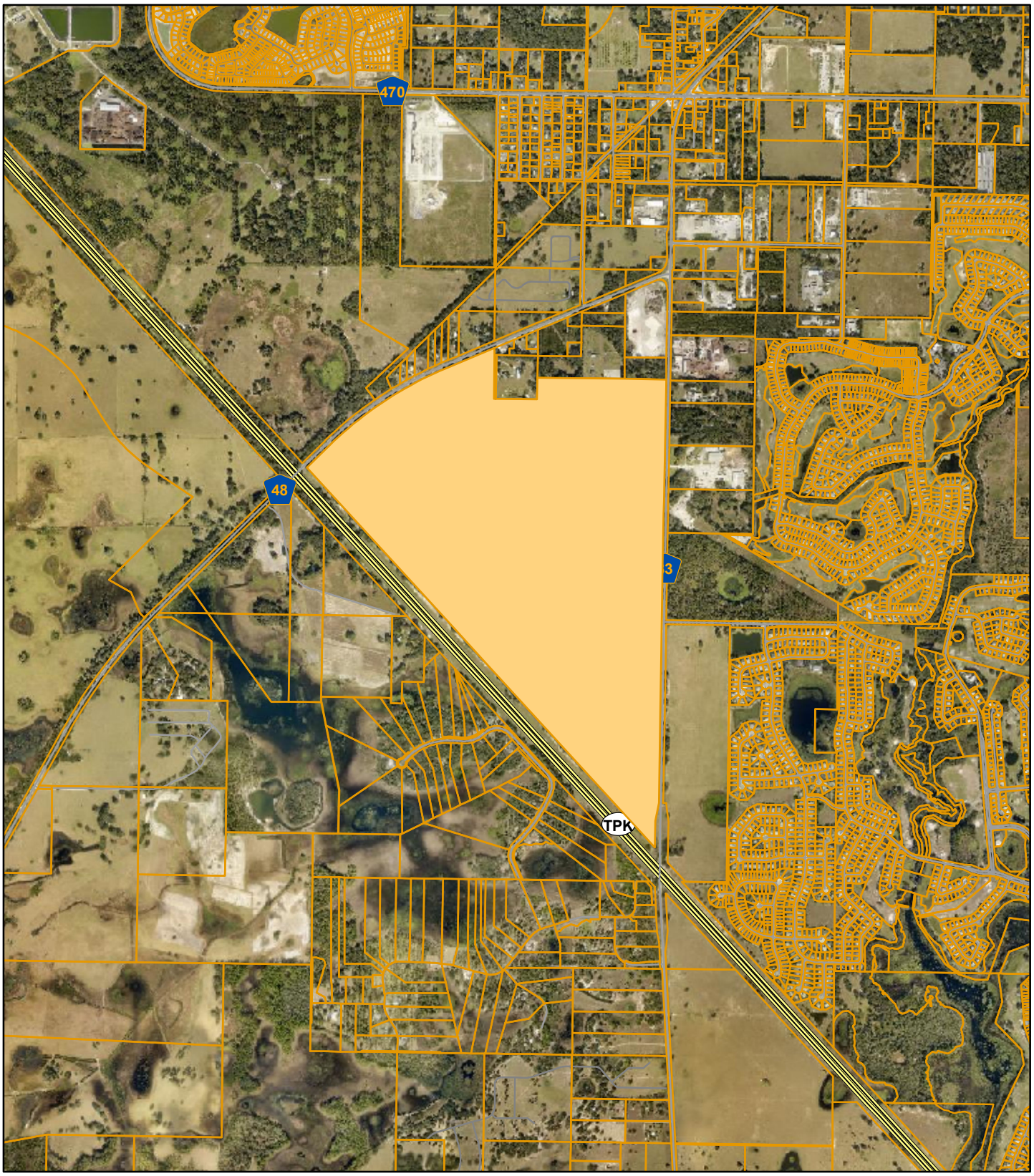
Planning & Zoning Division

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

Proposed Zoning



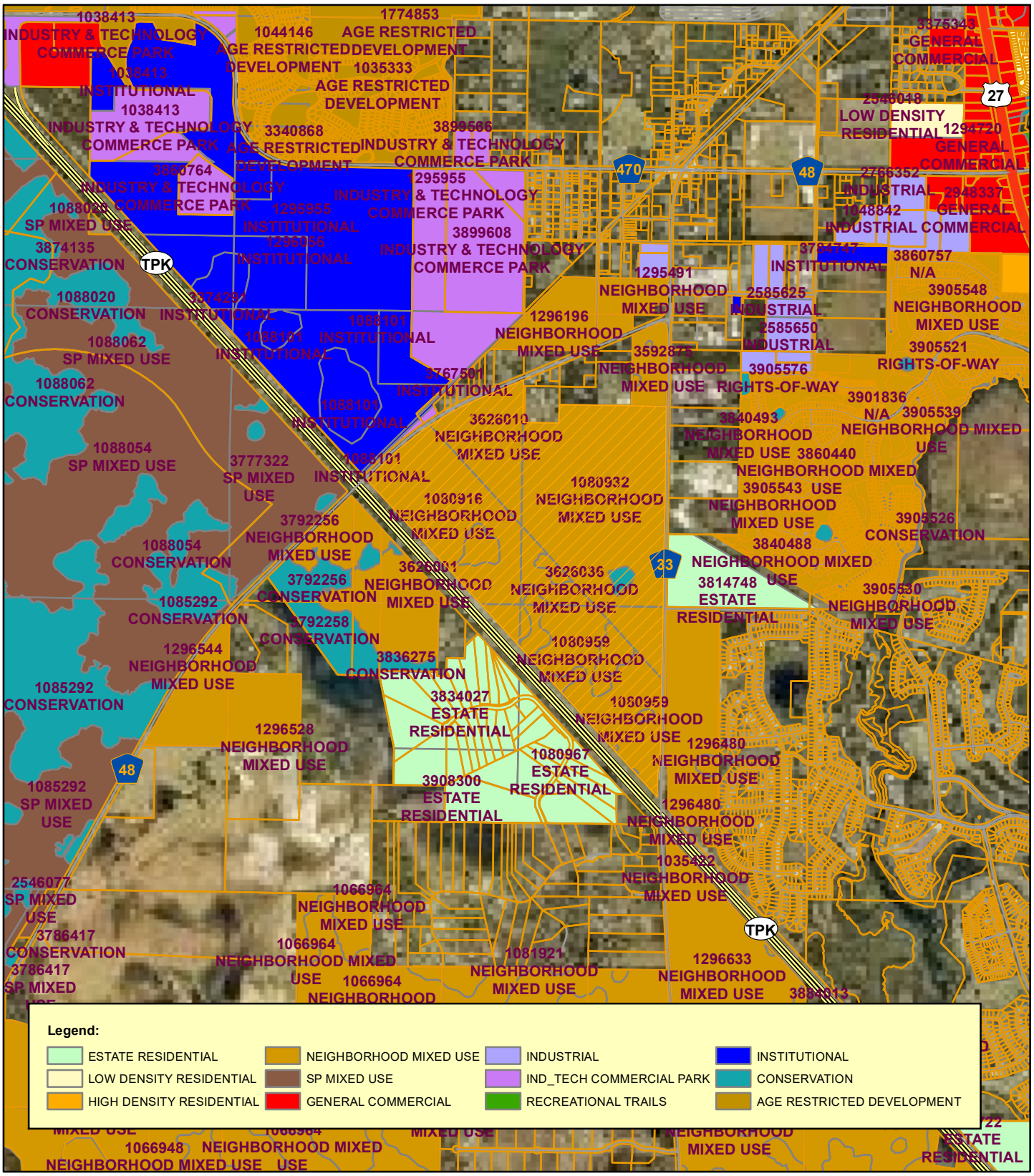
Planning & Zoning Division

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

Future Land Use



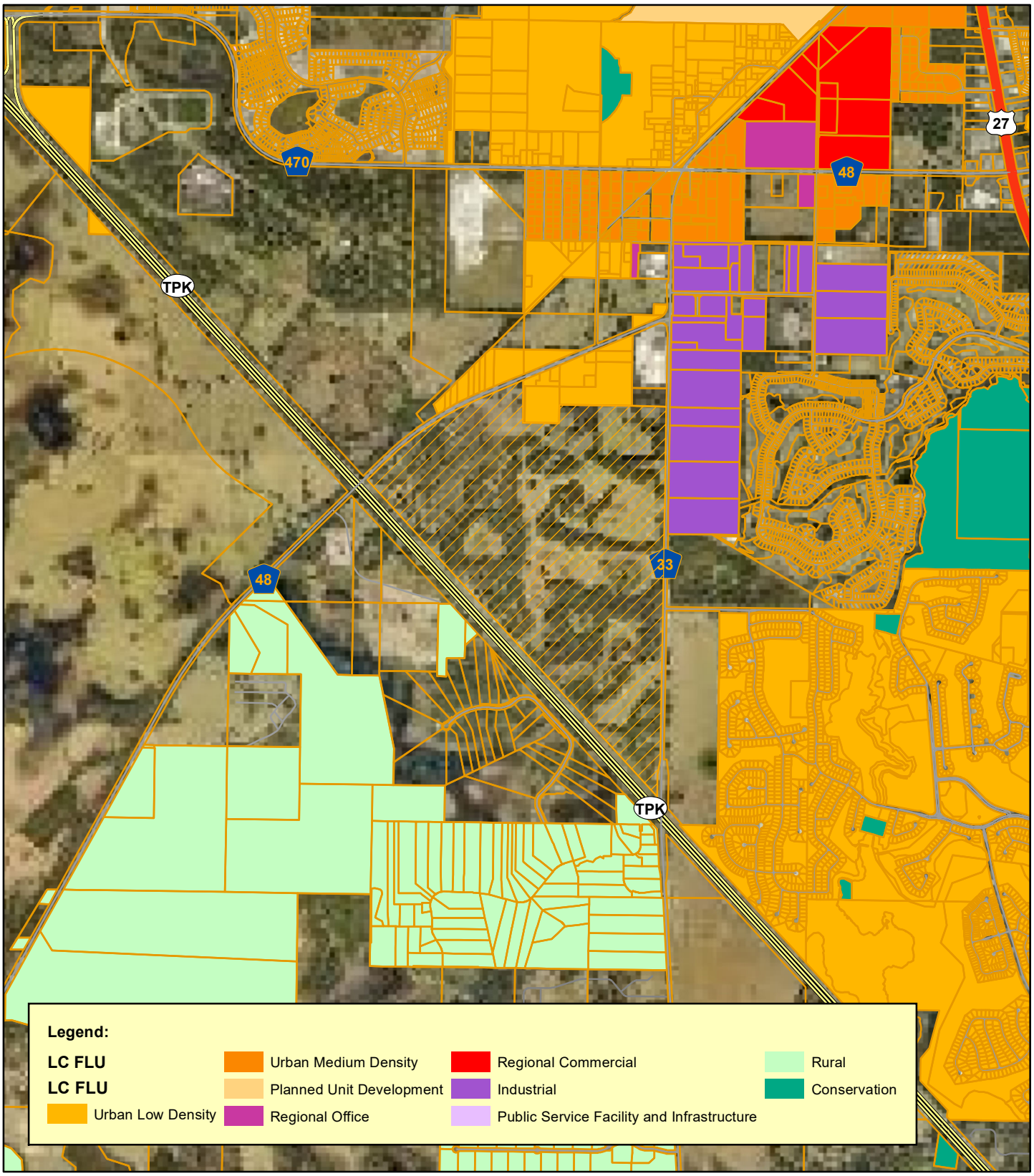
Planning & Zoning Division

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

Lake County Future Land Use



Planning & Zoning Division

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

Surrounding Land Use



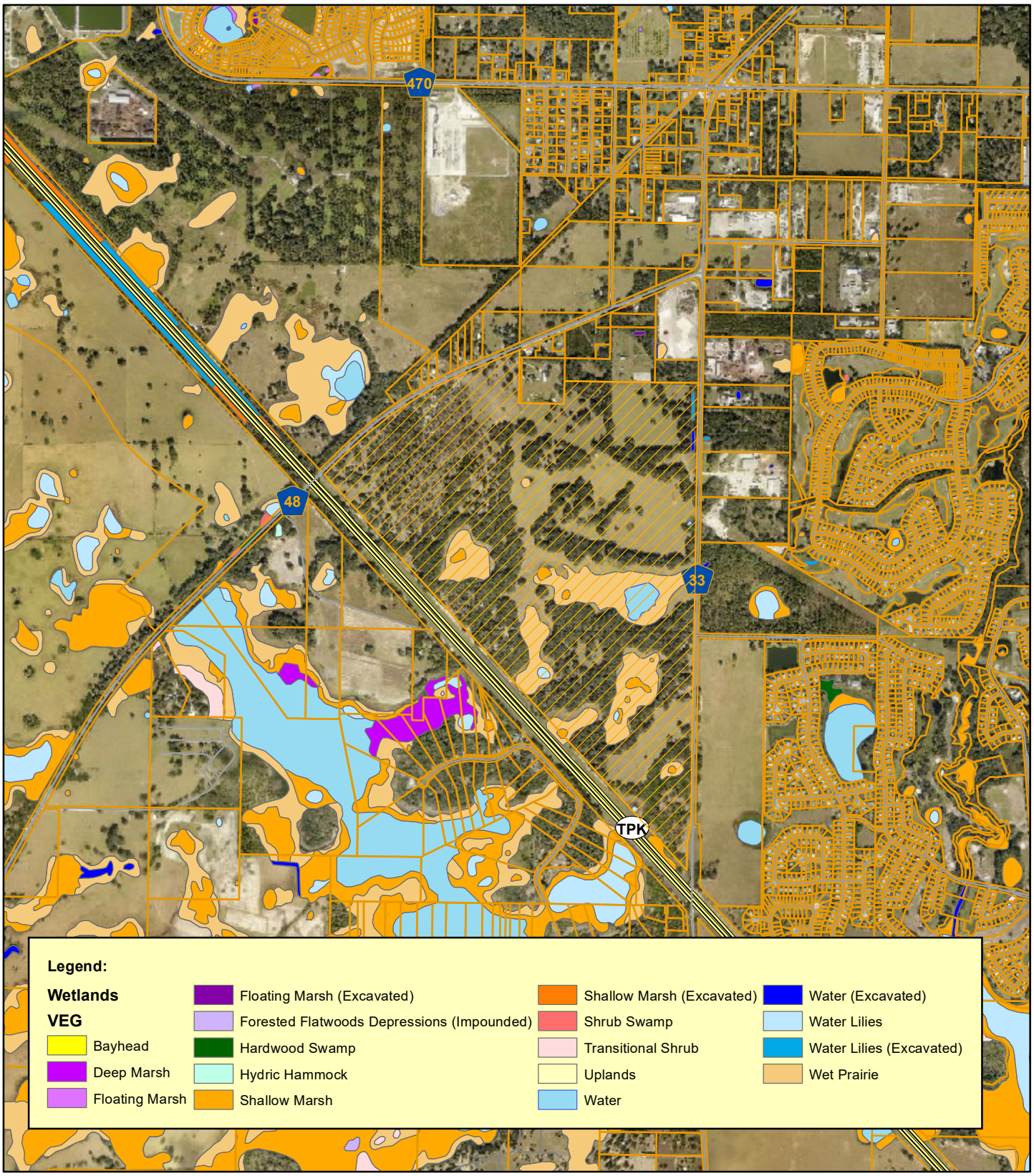
Planning & Zoning Division

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Feet

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

Wetlands and Flood Zone



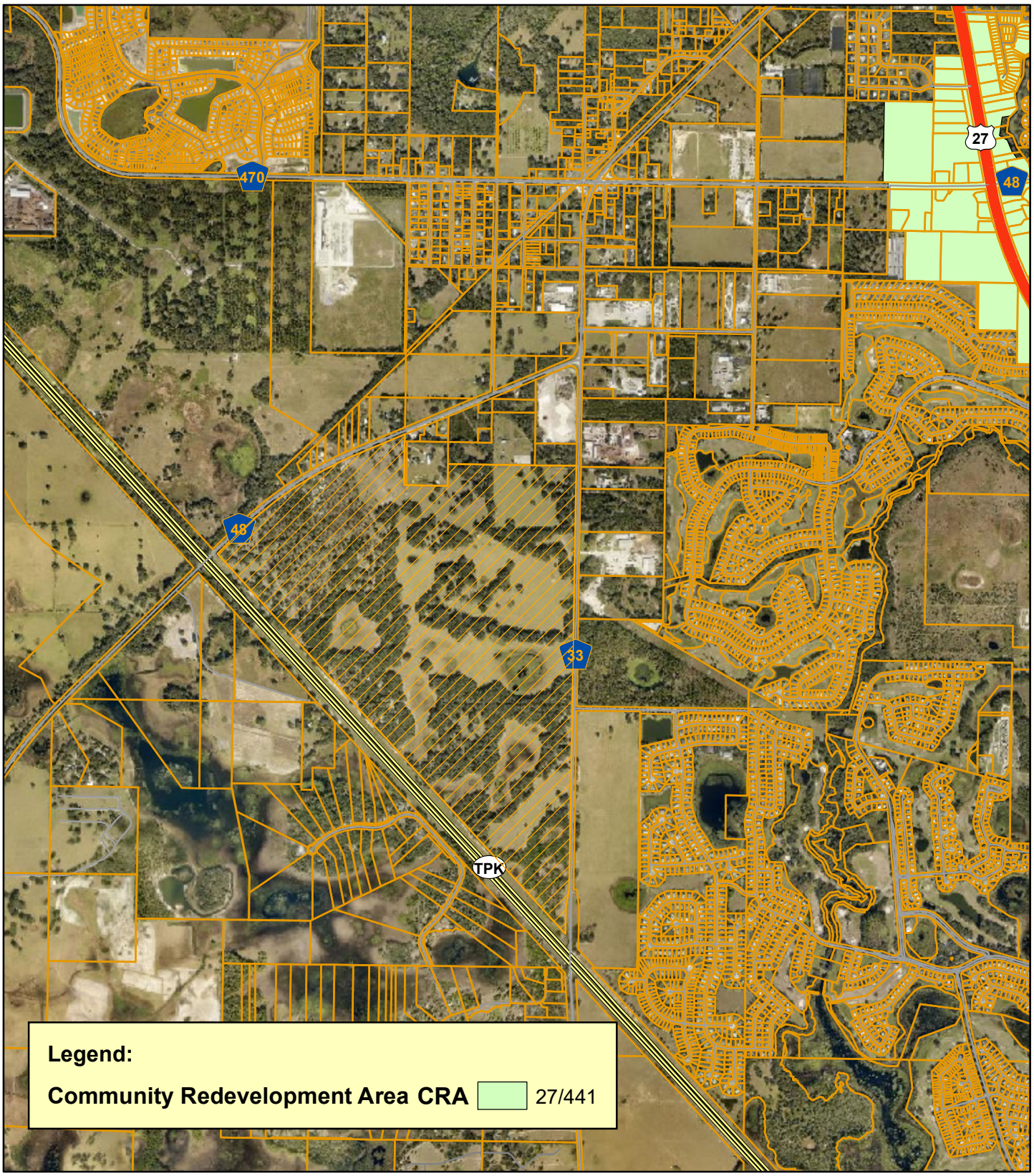
Planning & Zoning Division

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Feet

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

Community Redevelopment Area



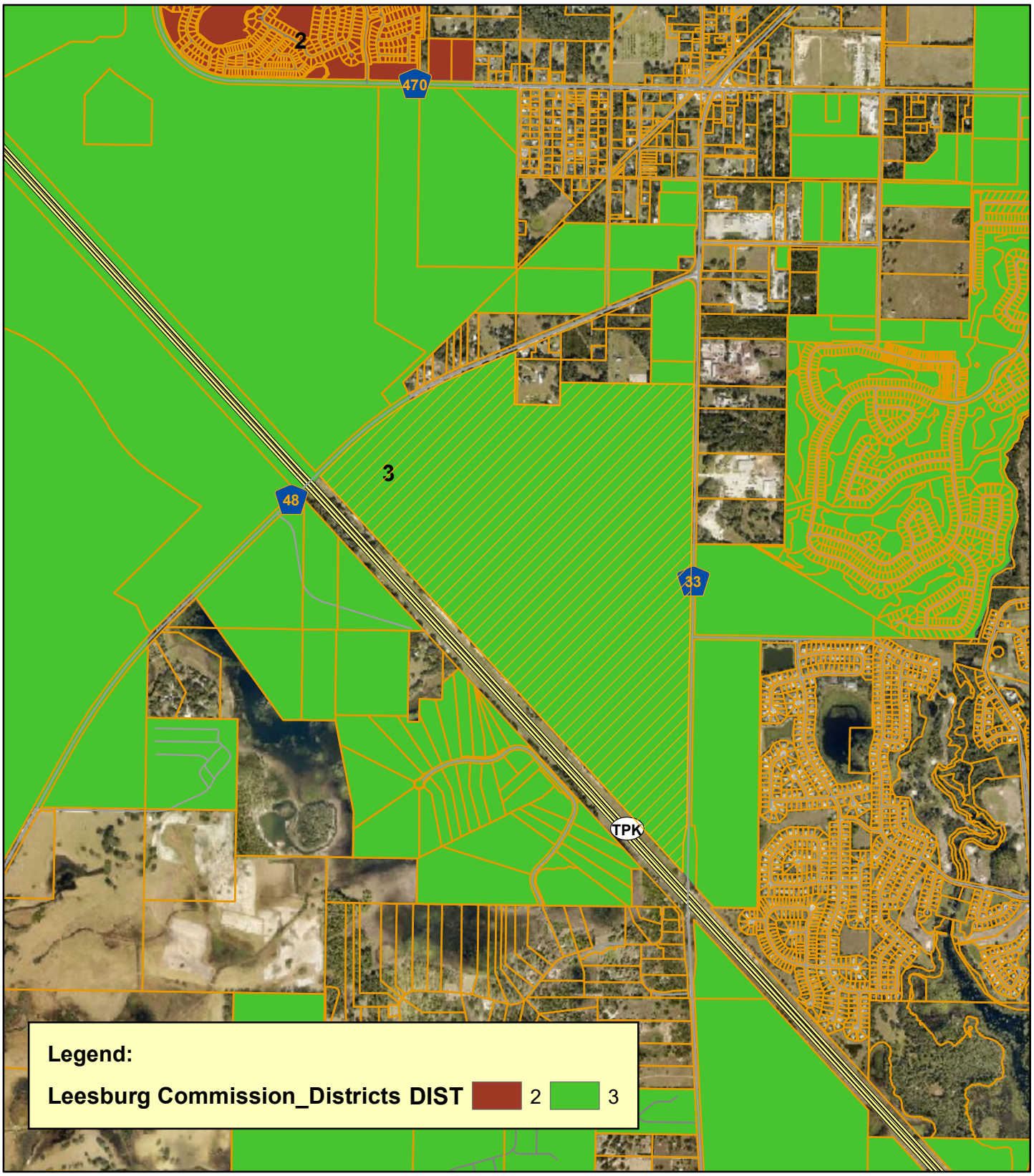
Planning & Zoning Division

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

Commission District



Planning & Zoning Division

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Feet

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.A.15.

Meeting Date: June 10, 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 Error)

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 ERROR)

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 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

_____
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 STATIE 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 HAv1NG 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 '0724" 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 HAv1NG 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 02'0730" 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.0078'20"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.0018'39"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 NORTHEASTIERLY AND HAv1NG A RADIUS OF 5779.65 FEET AND HAv1NG A RADIAL BEARING OF S.17'40'37"W., THENCE SOUTHEASTIERLY 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 STATIE 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 HAv1NG 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 '0724" 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 HAv1NG 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 02'0730" 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.0078'20"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.0018'39"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 NORTHEASTIERLY AND HAv1NG A RADIUS OF 5779.65 FEET AND HAv1NG A RADIAL BEARING OF S.17'40'37"W., THENCE SOUTHEASTIERLY 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 571°56'47" E, along said southerly right-of-way line 246.80 feet to the beginning of a curve concave northeasterly and having a radius of 11,559.16 feet, Thence southeasterly along the arc of said curve and said southerly right-of-way line of Highway No 44 through a central angle of 02°07'30" an arc length of 428.72 feet, thence leaving said southerly right-of-way line run 500°38'37" W, 381.34 feet; Thence S74°47'31"E, 270.13 feet, Thence S00°18'20"W, 1452.27 feet to a point on the south line of the SW ¼ of the aforementioned Section 19, Thence N89°46' 46"W, along the south line of the SW¼ a distance of 1114.99 feet to the southwest corner of the SW¼ of said Section 19, Thence N00°18'39"E along the West line of the SW¼ a distance of 2177.19 feet to the point of beginning subject to Florida Power Corporation Easements subject to all easements, rights-of-way and restrictions of record if any.

Legal Description Alternate Key 3591666

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

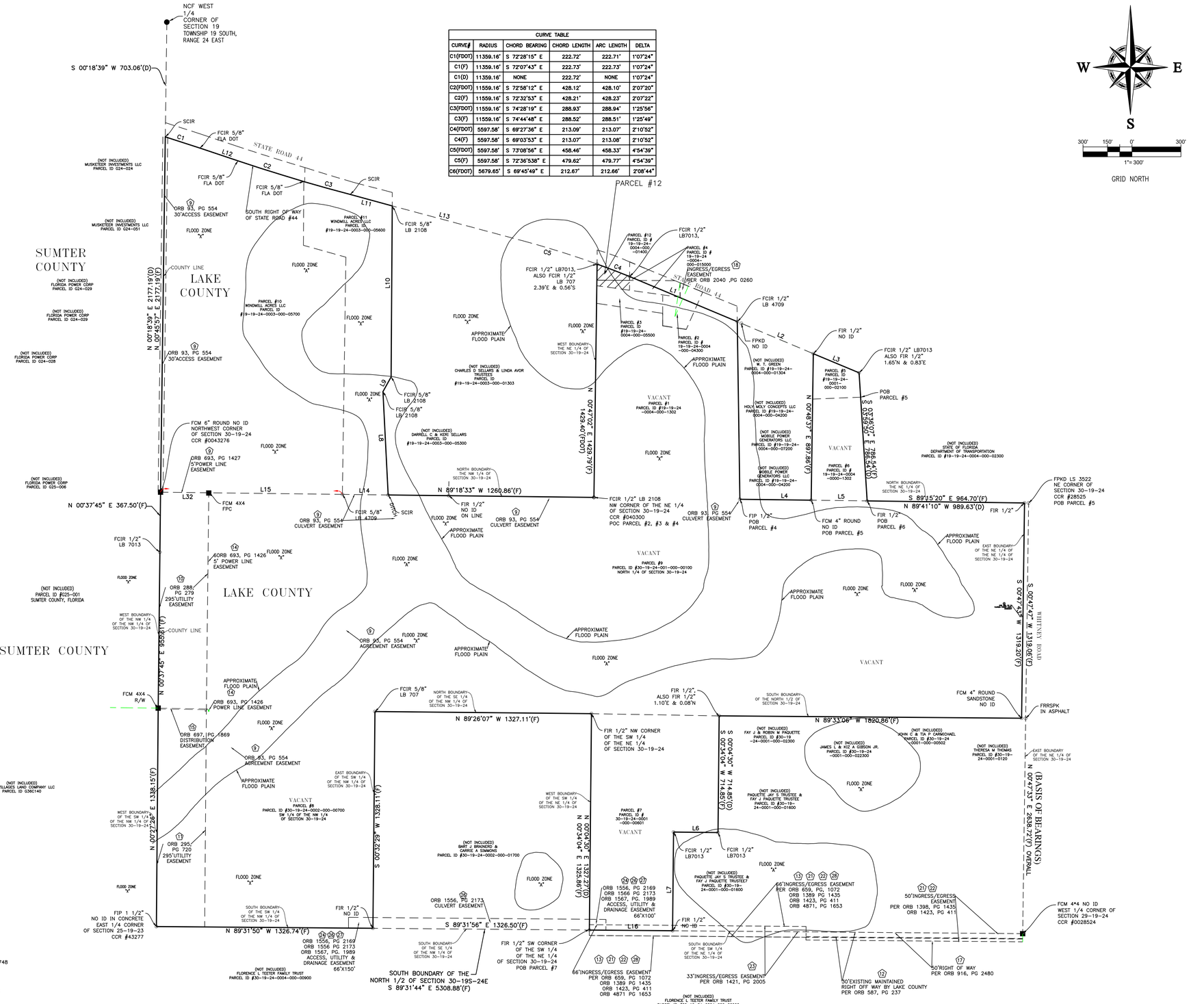
~ End of Legal Description ~

OVERALL BOUNDARY SHEET

LINE TABLE		
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 29°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 TABLE		
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" E	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'
L29(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)	WEST	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 TABLE					
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°36'538" 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 #19-19-24-0004-000-01400
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 0°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 146.00 FEET TO A 4 INCH ROUND CONCRETE MONUMENT; THENCE NORTH 23°49'40" WEST 250.00 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 THE 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 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 SOUTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00°21'54" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,516.10 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, AS PRESENTLY ESTABLISHED; THENCE CONTINUE NORTH 00°21'54" EAST ALONG SAID WEST LINE OF SAID STATE ROAD NO. 44 A DISTANCE OF 100.00 FEET TO A POINT ON A NON-TANGENT CURVE; SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5,679.65 FEET AND A CENTRAL ANGLE OF 02°06'44"; 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 THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°21'54" W, PARALLEL WITH SAID WEST 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 LINE; THENCE NORTH 00°21'54" EAST ALONG SAID WEST LINE 86.69 FEET TO THE POINT OF BEGINNING

PARCEL NUMBERS & PARCEL ID #'s :

(PARCEL #1) PARCEL ID #19-19-24-0004-000-01302
ADDRESS: 000 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #2) PARCEL ID #19-19-24-0004-000-04300
ADDRESS: 552 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #3) PARCEL ID #19-19-24-0004-000-05500
ADDRESS: 000 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #4) PARCEL ID #19-19-24-0004-000-01500
ADDRESS: 532 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #5) PARCEL ID #19-19-24-0001-000-02100
ADDRESS: 000 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #6) PARCEL ID #19-19-24-0004-000-02200
ADDRESS: 724 STATE ROAD 44, LEESBURG, FLORIDA 34748

(PARCEL #7) PARCEL ID #30-19-24-0001-000-00601
ADDRESS: SOUTH WHITNEY ROAD, LEESBURG, FLORIDA 34748

(PARCEL #8) PARCEL ID #30-19-24-0002-000-00700
ADDRESS: SOUTH WHITNEY ROAD, LEESBURG, FLORIDA 34748

(PARCEL #9) PARCEL ID #30-19-24-0001-000-00100
ADDRESS: WHITNEY ROAD, LEESBURG, FLORIDA 34748

(PARCEL #10) PARCEL ID #19-19-24-0003-000-05700
ADDRESS: STATE ROAD 44, LEESBURG FLORIDA 34748

(PARCEL #11) PARCEL ID #19-19-24-0003-000-05600
ADDRESS: 210 STATE ROAD 44, LEESBURG FLORIDA 34748

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 ENCROACH INTO THE SOUTH 1/2 OF SECTION 30-19S-24E.

HAMILTON
ENGINEERING & SURVEYING, LLC
3409 W LEMON ST | TAMPA, FL 33609 | TEL: 813.250.3555
8340 CONSUMER CIRCLE | SARASOTA, FL 32807 | TEL: 941.377.9178
2400 N. FORSYTH RD. | ORLANDO, FL 32807 | TEL: 407.362.5929
www.HamiltonEngineering.US | LB #8405 CA #8474

SHEET TITLE:

MAP OF BOUNDARY SURVEY
ALTA/NSPS LAND TITLE SURVEY

VILLAGE PALMS
LEESBURG, FLORIDA 34748
LAKE COUNTY & SUMTER COUNTY

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

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.

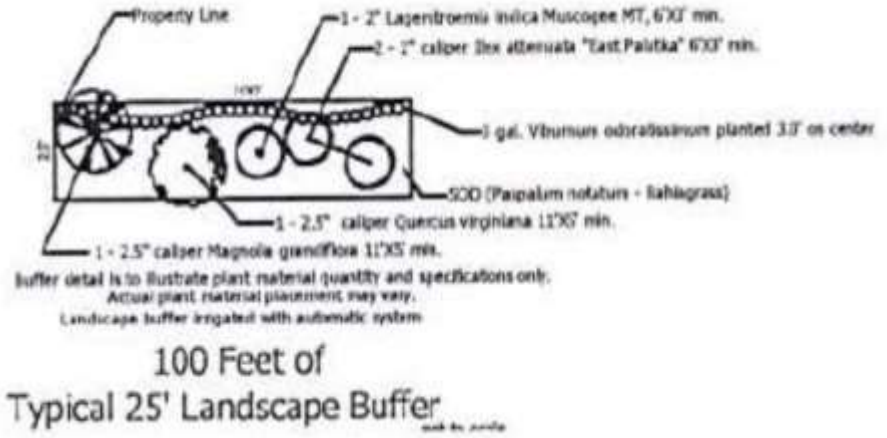
M. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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.

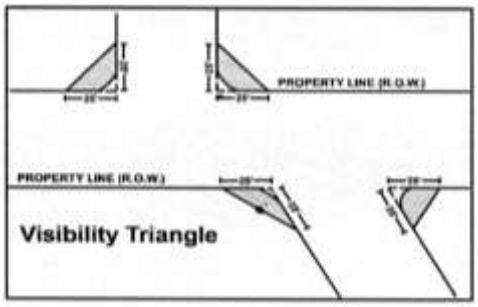
C. Wayfinding Sign

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 **EXHIBIT B**
(REVISED)

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 STATIE 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 HAv1NG 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 '0724" 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 HAv1NG 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 02'0730" 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.0078'20"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.0018'39"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

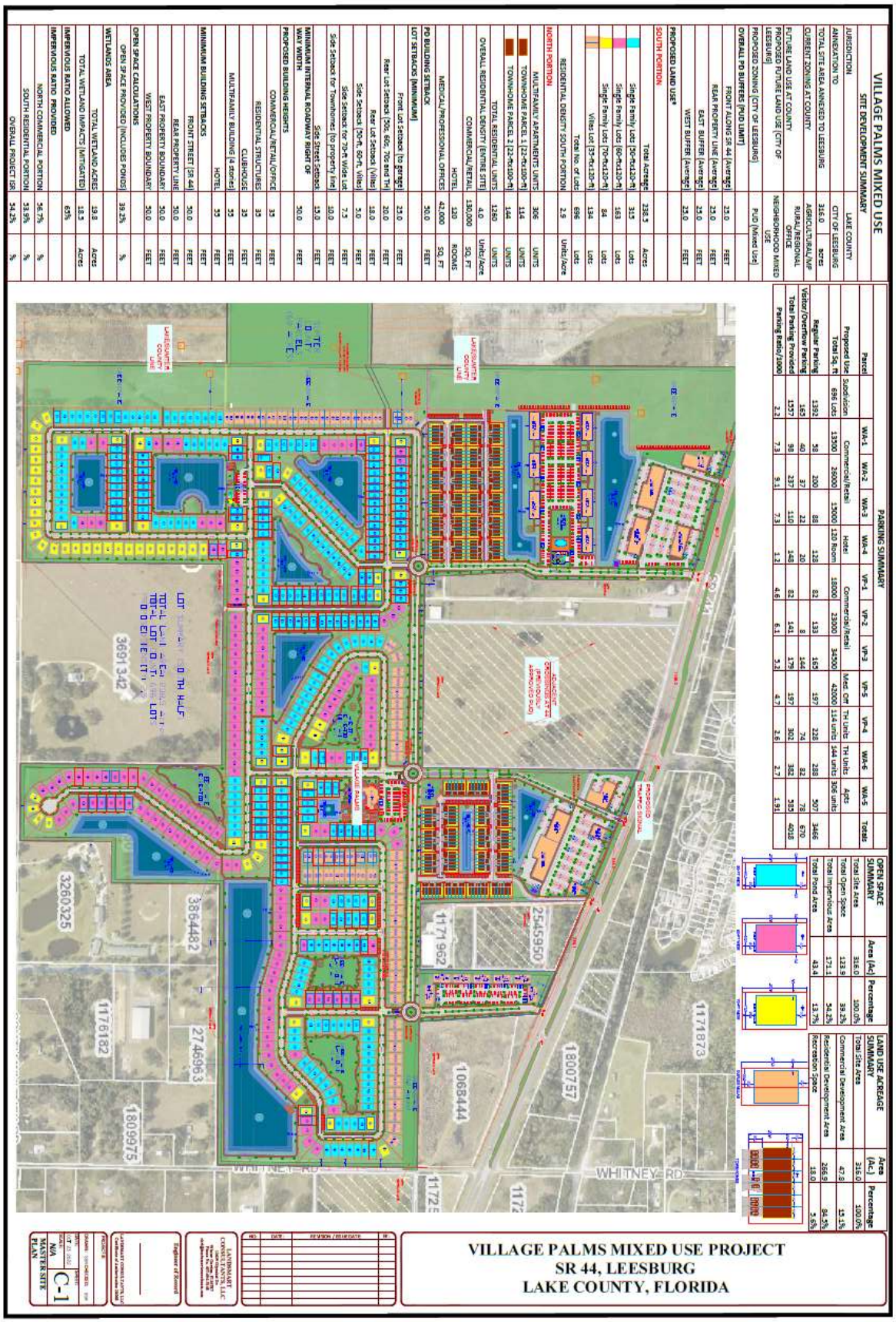
N.00'38'37"E., 478.39 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED HIGHWAY NO. 44, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTIERLY AND HAv1NG A RADIUS OF 5779.65 FEET AND HAv1NG A RADIAL BEARING OF S.17'40'37"W., THENCE SOUTHEASTIERLY ALONG THE ARC OF SAID CURVE AND 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 ~


VILLAGE PALMS MIXED USE
SITE DEVELOPMENT SUMMARY
JURISDICTION
LAKE COUNTY
ANNEXATION TO
CITY OF LEESBURG
TOTAL SITE AREA ANNEXED TO LEESBURG
316.0 acres
CURRENT ZONING AT COUNTY
AGRICULTURAL/MF RURAL/REGIONAL OFFICE
FUTURE LAND USE AT COUNTY
NEIGHBORHOOD MIXED USE
PROPOSED FUTURE LAND USE (CITY OF LEESBURG)
PUD (Mixed Use)
PROPOSED ZONING (CITY OF LEESBURG)
OVERALL PD BUFFERS [PUD LIMIT]
FRONT ALONG SR 44 [Average] 23.0 FEET
REAR PROPERTY LINE [Average] 23.0 FEET
EAST BUFFER [Average] 23.0 FEET
WEST BUFFER [Average] 23.0 FEET
PROPOSED LAND USE*
SOUTH PORTION
Total Acreage 238.3 Acres
Single Family Lots [50'x120'] 315 Lots
Single Family Lots [60'x120'] 163 Lots
Single Family Lots [70'x120'] 84 Lots
Villas Lot [35'x120'] 134 Lots
Total No. of Lots 696 Lots
RESIDENTIAL DENSITY SOUTH PORTION 2.9 Units/Acre
NORTH PORTION
MULTIFAMILY APARTMENTS UNITS 306 UNITS
TOWNHOME PARCEL 1 [22'x100'] 114 UNITS
TOWNHOME PARCEL 2 [22'x100'] 144 UNITS
TOTAL RESIDENTIAL UNITS 1260 UNITS
OVERALL RESIDENTIAL DENSITY (ENTIRE SITE) 4.0 Units/Acre
COMMERCIAL/RETAIL 130,000 SQ. FT
HOTEL 120 ROOMS
MEDICAL/PROFESSIONAL OFFICES 42,000 SQ. FT
PD BUILDING SETBACK [MINIMUM] 50.0 FEET
LOT SETBACKS [MINIMUM]
Front Lot Setback [to garage] 25.0 FEET
Rear Lot Setback [50x, 60x, 70x and TH] 20.0 FEET
Rear Lot Setback [Villas] 18.0 FEET
Side Setback [50-ft, 60-ft, Villas] 5.0 FEET
Side Setback for 70-ft Wide Lot 7.5 FEET
Side Setback for Townhomes [to property line] 10.0 FEET
Side Street Setback 15.0 FEET
MINIMUM INTERNAL ROADWAY RIGHT OF WAY WIDTH 50.0 FEET
PROPOSED BUILDING HEIGHTS
COMMERCIAL/RETAIL/OFFICE 35 FEET
RESIDENTIAL STRUCTURES 35 FEET
CLUBHOUSE 35 FEET
MULTIFAMILY BUILDING [4 stories] 55 FEET
HOTEL 55 FEET
MINIMUM BUILDING SETBACKS
FRONT STREET [SR 44] 50.0 FEET
REAR PROPERTY LINE 50.0 FEET
EAST PROPERTY BOUNDARY 50.0 FEET
WEST PROPERTY BOUNDARY 50.0 FEET
OPEN SPACE CALCULATIONS
OPEN SPACE PROVIDED [INCLUDES PONDS] 39.25 %
WETLANDS AREA
TOTAL WETLAND ACRES 19.8 Acres
TOTAL WETLAND IMPACTS [MITIGATED] 18.5 Acres
IMPERVIOUS RATIO ALLOWED 65%
IMPERVIOUS RATIO PROVIDED
NORTH COMMERCIAL PORTION 56.7% %
SOUTH RESIDENTIAL PORTION 33.9% %
OVERALL PROJECT ISR 34.25% %
PARKING SUMMARY
Parcel
WA-1 WA-2 WA-3 WA-4 VP-1 VP-2 VP-3 VP-5 VP-4 WA-6 WA-5 Totals
Proposed Use: Subdivision Commercial/Retail Hotel Commercial/Retail Med. Off TH Units TH Units Apts
Proposed Sq. ft 696 Lots 135000 26000 15000 120 Room 18000 23000 34500 42000 114 units 144 units 306 units
Total Sq. ft 135000 26000 15000 18000 23000 34500 42000
Regular Parking 1392 58 200 88 128 82 133 165 197 228 288 507 3466
Visitor/Overflow Parking 165 40 37 22 20 8 144 74 82 78 670
Total Parking Provided 1557 98 237 110 148 82 141 179 197 302 382 585 4018
Parking Ratio/1000 2.2 7.3 9.1 7.3 1.2 4.6 6.1 5.2 4.7 2.6 2.7 1.91
OPEN SPACE SUMMARY
Acres (Ac) Percentage
Total Site Area 316.0 100.0%
Total Open Space 123.9 39.2%
Total Impervious Area 171.1 54.2%
Total Pond Area 43.4 13.7%
LAND USE ACREAGE SUMMARY
Acres (Ac) Percentage
Total Site Area 316.0 100.0%
Commercial Development Area 47.8 15.1%
Residential Development Area 266.9 84.5%
Recreation Space 18.0 5.6%
LAKE/SUMTER COUNTY LINE
PROPOSED TRAFFIC SIGNAL
VILLAGE PALMS
WHITNEY RD
3691342
3260325
3864482
1176182
2746963
1809975
1171962
2545950
1068444
1800757
1174873
VILLAGE PALMS MIXED USE PROJECT
SR 44, LEESBURG
LAKE COUNTY, FLORIDA
LANDMART CONSULTANTS, LLC
C-1
MASTER SITE PLAN

FAÇADE SAMPLES **EXHIBIT D**
RESIDENTIAL – SINGLE-FAMILY (DETACHED)









RESIDENTIAL – SINGLE-FAMILY (DETACHED)



FAÇADE SAMPLES **EXHIBIT D**
RESIDENTIAL – TOWNHOMES





FAÇADE SAMPLES **EXHIBIT D**
RESIDENTIAL – DUPLEX (VILLA)





FAÇADE SAMPLES **EXHIBIT D**
RESIDENTIAL – APARTMENTS





FAÇADE SAMPLES **EXHIBIT D**
RESIDENTIAL – APARTMENTS





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – HOTEL





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – HOTEL





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – MEDICAL OFFICE





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – MEDICAL OFFICE





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – MEDICAL OFFICE





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – MEDICAL OFFICE





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – MEDICAL OFFICE



FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – ANCHOR RETAIL





FAÇADE SAMPLES **EXHIBIT D**

COMMERCIAL – ANCHOR RETAIL





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – ANCHOR RETAIL





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – GENERAL RETAIL





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – GENERAL RETAIL





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – GENERAL RETAIL





FAÇADE SAMPLES **EXHIBIT D**
COMMERCIAL – GENERAL RETAIL




Examples of Acceptable / Unacceptable Lighting Fixtures
Unacceptable / Discouraged
Fixtures that produce glare and light trespass
Unshielded Floodlights or Poorly-shielded Floodlights
Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens
Unshielded Bollards
Unshielded Streetlight
Unshielded Barn Light
Louvered 'Marine' style Fixtures
Unshielded 'Period' Style Fixtures
Unshielded PAR Floodlights
Drop-Lens Canopy Fixtures
Acceptable
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night
Full Cutoff Fixtures
Fully Shielded Wallpack & Wall Mount Fixtures
Fully Shielded Fixtures
Full Cutoff Streetlight
Fully Shielded Barn Light
Fully Shielded Walkway Bollards
Fully Shielded Decorative Fixtures
Fully Shielded 'Period' Style Fixtures
Shielded / Properly-aimed PAR Floodlights
Flush Mounted or Side Shielded Under Canopy Fixtures
Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission



Figure 1 – Canopy Tree Roundabout Planting
Example Source Courtesy of Saving Our Trees
https://savingourtrees.wordpress.com/tag/roundabouts/

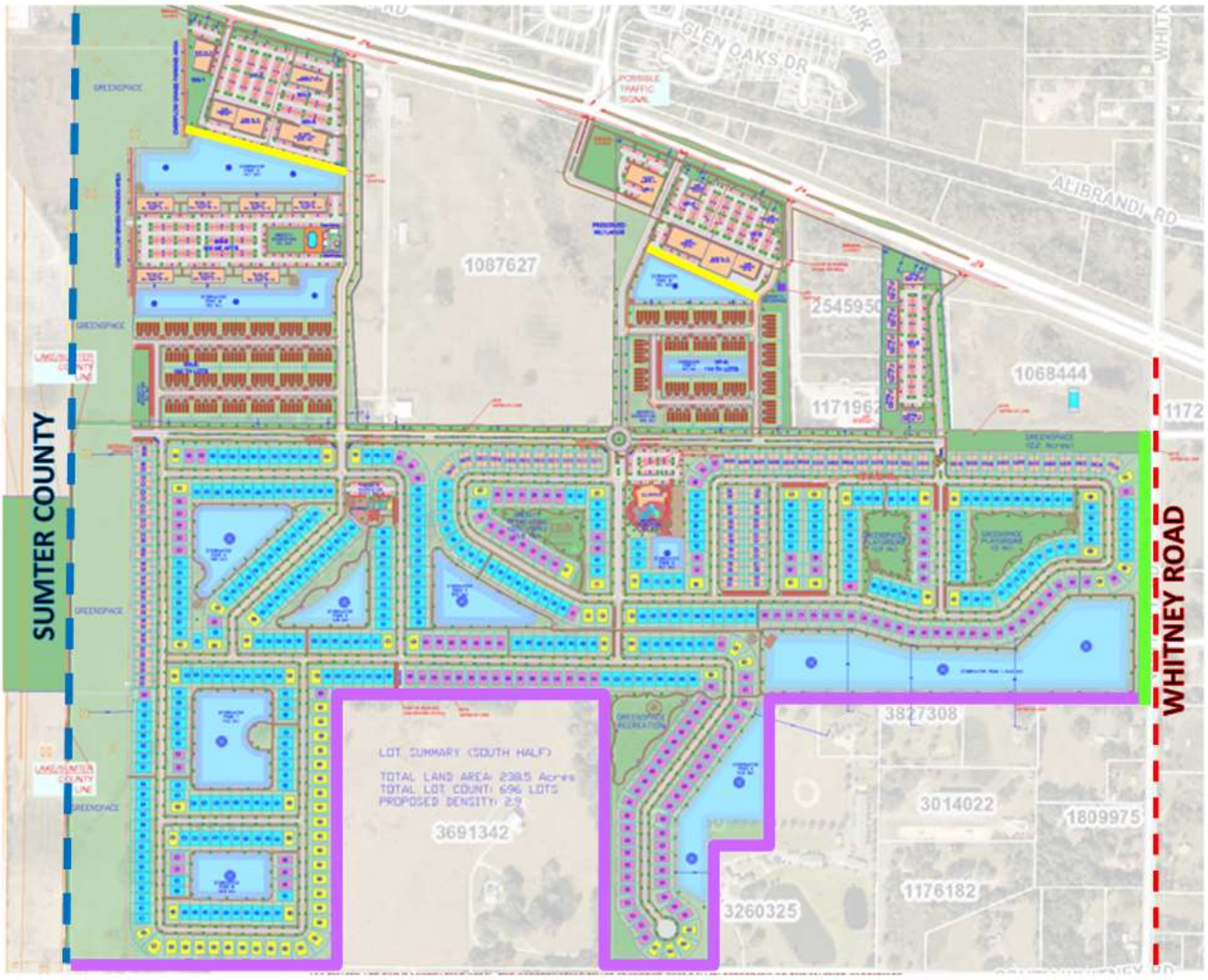


Figure 2 – Single-Palm Roundabout Planting
Example Source Courtesy of Houzz
https://www.houzz.com/photos/query/roundabout-landscaping-ideas



Figure 3 – Multiple-Palm Roundabout Planting
Example Source Courtesy of Silver Ringvee via Unsplash
https://unsplash.com/photos/view-of-palm-tree-on-park-xdOAJjfQk0w

FENCE/WALL LOCATION **EXHIBIT G**



LEGEND:

Commercial Fence (Split rail with monument columns)

Eastern-Whitney Boundary Fence (Aluminum rail with monument columns)

Southern Boundary Fence (Opaque earth tone vinyl)



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

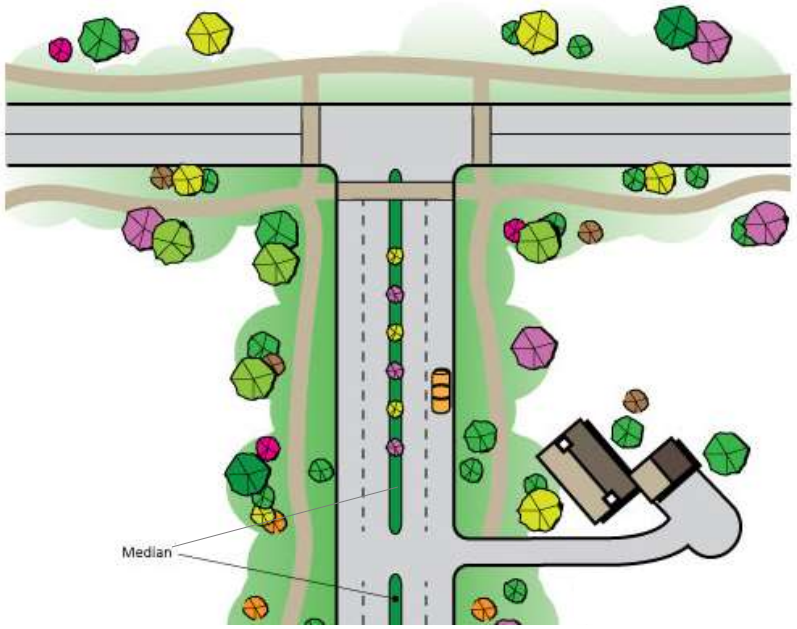


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm



Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/



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.1.
Meeting Date:	June 10, 2024
From:	Al Minner, (City Manager)
Subject:	An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 15, Article I, Section 15-16, entitled 'Sexual Offenders', to encompass amendments to Section 775.215, Florida Statutes; providing for severability; providing for conflicts; and providing for an effective date.

Staff Recommendation:
Staff recommends approval of the proposed ordinance.

Analysis:
The City of Leesburg passed Ordinance 05-70 that established a prohibition on persons convicted of certain sex offenses from residing within 2,500 feet of any school, child-care facility, park, or playground. Section 775.215, Florida Statutes, has been amended since the City adopted Ordinance 05-70 and the City Commission wishes to amend the City's Code to be consistent with the State Law.

Procurement Analysis:
N/A

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

Fiscal Impact:
None

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 15, ARTICLE I, SECTION 15-16, ENTITLED 'SEXUAL OFFENDERS', TO ENCOMPASS AMENDMENTS TO SECTION 775.215, FLORIDA STATUTES: PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Leesburg is a family-oriented city which highly values its children and is a place that families with young children find highly desirable; and

WHEREAS, the goal of protecting children from sexual offenders and predators is of the utmost importance to the citizens of Leesburg, Florida; and

WHEREAS, this goal cannot be accomplished by a single law, but instead depends upon a cohesive and functional system of federal, state, and local laws, which must be adjusted and adapted from time to time to address new threats and circumstances as they arise; and

WHEREAS, in 2004, the Legislature did pass Section 775.215, Florida Statutes, which established a prohibition on persons convicted of certain enumerated sex offenses from residing within 1,000 feet of any school, child-care facility, park, or playground; and

WHEREAS, on September 12, 2005, the City Commission passed Ordinance 05-70, which is codified in Chapter 15, Article I, Section 15-16 of the City's Code of Ordinances; and

WHEREAS, Ordinance 05-70 was established and constructed around Section 775.215, Florida Statutes, pertaining to residency restrictions for persons convicted of certain sex offenses; and

WHEREAS, Section 775.215, Florida Statutes has been amended since the City adopted Ordinance 05-70 and the City Commission of the City of Leesburg wishes to amend the City's Code to be consistent with the State Law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Text Amendment. Section 16, Chapter 15, Article I, of the City of Leesburg Code of Ordinances is hereby amended to read as follows:

(Words in ~~struck through~~ are deletions from existing law; Words in <u>underscored</u> type are additions)

Sec. 15-16. - Sexual offenders.

(a) *Definitions.*

Child care means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee, or grant is made for care.

Child care facility includes any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. The following are not included:

- Public schools and nonpublic schools and their integral programs, except as provided in s. 402.3025 Florida Statutes;
- Summer camps having children in full-time residence;
- Summer day camps;
- Bible schools normally conducted during vacation periods; and
- Operators of transient establishments, as defined in Florida Statutes, Chapter 509, which provide child care services solely for the guests of their establishment or resort, provided that all child care personnel of the establishment are screened according to the level 2 screening requirements of Florida Statutes, Chapter 435.

Park means all public and private property specifically designated as being used for recreational purposes and where children regularly congregate.

~~*Permanent residence* means a place where a person abides, lodges, or resides for fourteen (14) or more consecutive days, or for more than sixty (60) days within any one-year interval, whether or not consecutive.~~

Playground means a designated independent area in the community or neighborhood that is designated solely for children and has one or more play structures.

School has the same meaning as provided in Section 1003.01, Florida Statutes, and includes a private school as defined in Section 1002.01, Florida Statutes, a voluntary prekindergarten education program as described in Section 1002.53(3), Florida Statutes, a public school as described in Section 402.3025(1), Florida Statutes, the Florida School for the Deaf and the Blind, and the Florida Virtual School established under Section 1002.37, Florida Statutes, but does not include facilities dedicated exclusively to the education of adults.

Sexual offender means any person who has been convicted of or entered a plea of guilty to a violation of Section 794.011, Section 800.04, Section 827.071, Section 847.0135(5), or Section 847.0145, Florida Statutes, in which the victim of the offense was less than sixteen (16) years of age at the time the offense was committed, whether or not adjudication of guilt was withheld, and shall also include any person who has been convicted of or entered a plea of guilty to a violation of any statute in any other

state or territory of the United States of America, or any federal statute of the United States of America, which proscribes substantially the same behavior as those Florida Statutes referenced above, whether or not adjudication of guilt was withheld.

~~*Temporary residence* means: (i) a place where the person abides, lodges or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent residence, or (ii) the place where the person routinely abides, lodges, or resides for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.~~

(b) *Sexual offender residence prohibition; penalties; exceptions.*

(1) It is unlawful for any sexual offender to establish ~~a permanent~~ residence ~~or a temporary residence~~ in the City of Leesburg within two thousand five hundred (2,500) feet of any school, ~~daycare center~~ child care facility, ~~public~~ park or ~~public~~ playground, ~~or public library,~~ including any school, ~~daycare~~ ~~center~~ child care facility, ~~public~~ park or ~~public~~ playground~~, or public library~~, located outside the municipal limits of the City of Leesburg but within two thousand five hundred (2,500) feet of a residence located within those municipal limits. It shall also be unlawful for any owner of residential real property knowingly to lease to, ~~or~~ rent to, or otherwise allow occupancy by a sexual offender who intends to establish a ~~permanent or temporary~~ residence within two thousand five hundred (2,500) feet of any school, ~~daycare center~~ child care facility, ~~public~~ park or ~~public~~ playground, ~~or public library,~~ or knowingly to permit any sexual offender to establish a ~~temporary or permanent~~ residence within two thousand five hundred (2,500) feet of any school, ~~daycare center~~ child care facility, ~~public~~ park or ~~public~~ playground, ~~or public library,~~ as a member of the household of the owner's named tenant(s).

(2) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to the nearest outer property line of a school, ~~daycare center~~ child care facility, ~~public~~ park or ~~public~~ playground~~, or public library~~.

(3) Penalties: The city may pursue any civil and criminal enforcement action or legal remedy available under controlling state law, including but not limited to injunctive relief. If injunctive relief or other civil judicial relief is sought, the city shall be entitled to recover its reasonable attorneys' fees from the defendant. A person who violates this section shall be punished by a fine not exceeding five hundred dollars ($500.00) or by imprisonment for a term not exceeding sixty (60) days, or by both; for a second or subsequent conviction of a violation of this section, said person shall be punished by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment for a term not exceeding one (1) year, or by both. In the alternative, the city may seek enforcement by way of its municipal code enforcement process. This remedy shall be supplemental to and not in derogation of any other remedies.

(4) Exceptions: A person ~~having a permanent residence~~ residing within two thousand five hundred (2,500) feet of any school, ~~daycare center~~ child care facility, ~~public~~ park or ~~public~~ playground~~, or a public library~~ does not commit a violation of this section if ~~any of the following apply: (i) the person established the permanent residence prior to the date this section becomes effective, or prior to the commission of the initial offense which causes the person to fall within the definition of a sexual offender under this section, whichever is later; (ii) the person was a minor when he or she committed the offense and was not sentenced as an adult; (iii) the person is a minor; (iv)~~ the school, ~~daycare center~~ child care facility, ~~public~~ park, or ~~public~~ playground~~, or a public library~~ within two thousand five hundred (2,500) feet of the person's ~~permanent~~ residence was established after the person established ~~permanent~~ residence.

(c) *Application of ordinance/existing contracts.* The provisions of this section shall not be applied to persons residing at a prohibited location, or who have entered into a valid and binding contract to purchase or lease a residence at a prohibited location, prior to ~~the effective date of this section~~ September 12, 2005, and this section shall not be interpreted so as to impair valid~~, existing~~ and bona fide contract rights existing at such time; however, the provisions of this section shall apply upon expiration or termination of any leasehold arising from such a landlord/tenant relationship. When a person who is a subject of this section changes residence or commences a new or renewed lease term, this section shall fully apply to such persons.

Section 3. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 4. Effective Date. This Ordinance shall be in effect immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2024 by the City Commission of the City of Leesburg, Florida.

_____
James A. Burry, Jr., Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.2.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.93 +/- acres; and being generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date (Thomas-Montclair Industrial Flex ANNX).

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 1.93 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 1.93 +/- acres, generally located southwest of Montclair Road and west of Thomas Avenue, as shown on the attached General Location Map. At this time, the property is undeveloped acreage. The current zoning is Lake County R-6 (Urban Residential); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is unify the three (3) subject parcels included in the overall proposed development by annexing the two (2) subject parcels currently under Lake County jurisdiction. The proposal for the development is 19,884 +/- square feet of indoor industrial flex space.

The property is surrounded by Lake County R-6 (Urban Residential), CP (Planned Commercial); City of Leesburg R-1 (Low Density Residential), C-1 (Neighborhood Commercial), and M-1 (Industrial). Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Small Planned Unit Development Application, had recommendations for approval from the staff

and Planning Commission at the public hearing held on May 23, 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; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.93 +/- ACRES; AND BEING GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE (THOMAS-MONTCLAIR INDUSTRIAL FLEX ANNX).

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

Section 1.

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

Legal Description

(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 2;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Thomas-Montclair Industrial Flex -- 2409 MONTCLAIR RD and THOMAS AVE
ANNX-24-72
AK#: 1173752, 1741041
Legal Description Provided by Applicant
Friday, May 24, 2024

Annexation Legal Description

Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast comer of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00"16'40" W along East line of said Southwest 1/4 of

Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89"09'31" W along South line of

Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along

said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N

00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East,

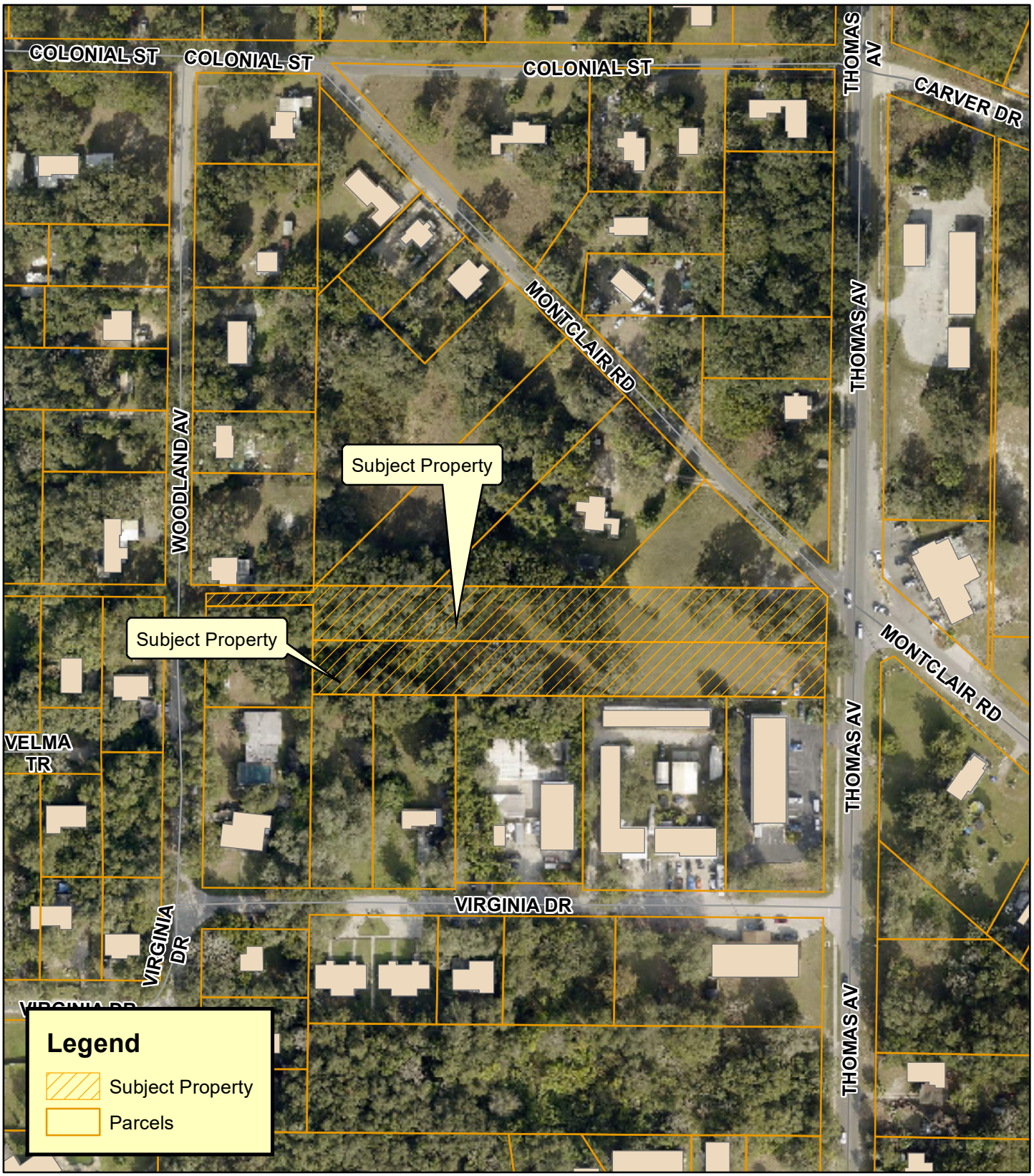
Lake County, Florida.

Parcel 3:

The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21,

Township 19 South, Range 24 East, Lake County, Florida.

Aerial



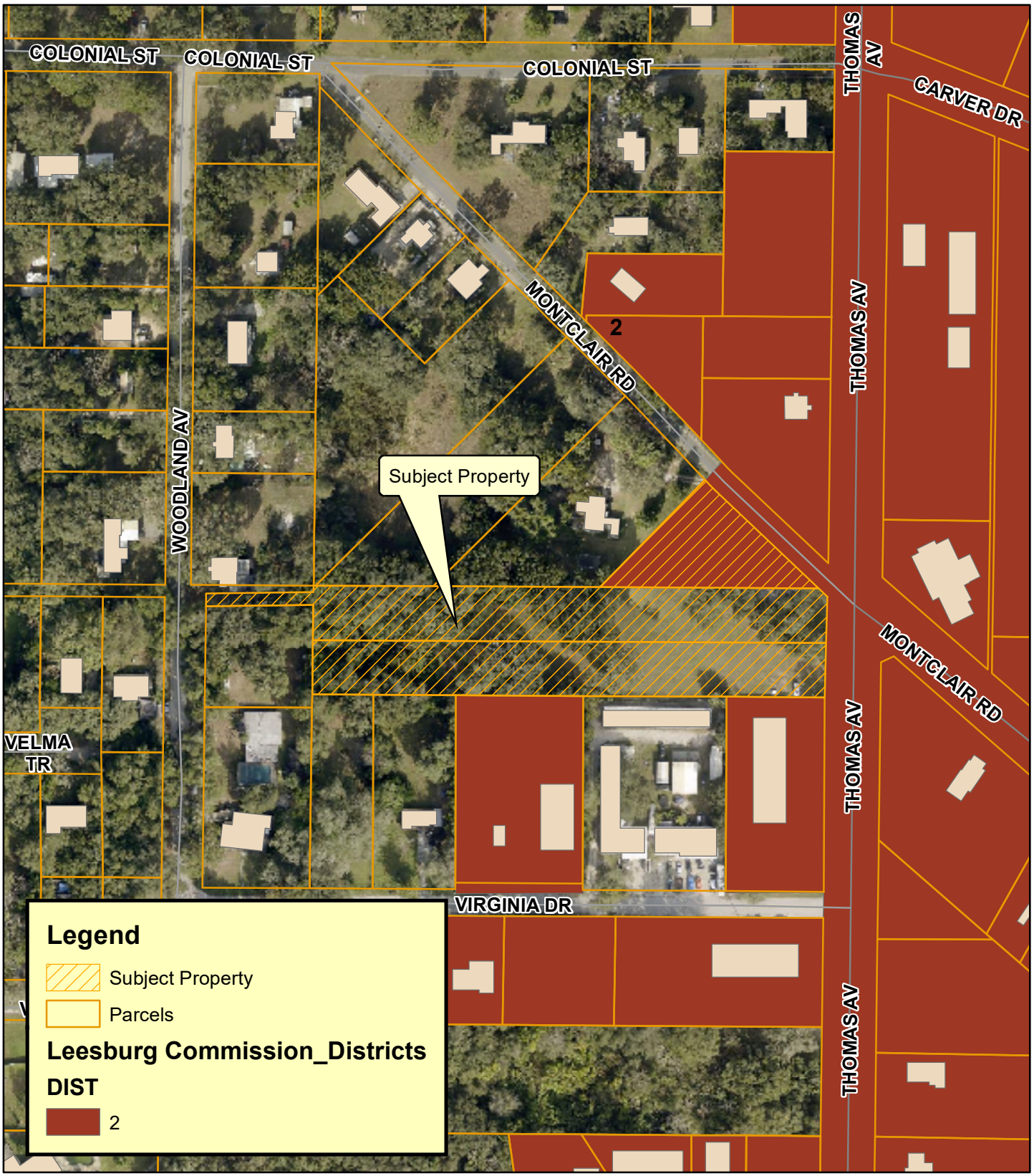
Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72
AK #s: 1173752, 1741041
Section 21, Township 19 South, Range 24 East
March 15, 2024

Commission District



Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.3.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 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, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, and providing an effective date. (Thomas-Montclair Industrial Flex 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 2.33 +/- acres from Lake County Urban High Density and City of Leesburg Low Density Residential to City of Leesburg Industrial.

Analysis:
The project site is approximately 2.33 acres. The property is generally located southwest of Montclair Road and west of Thomas Avenue. Currently, the property is undeveloped acreage. The proposed use is for 19,884 +/- square feet of indoor industrial flex space.

The surrounding Future Land Use Map designations of Lake County Urban High Density; City of Leesburg Low Density Residential, General Commercial, Industrial, and Estate Residential are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City Industrial. 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 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban High Density and City of Leesburg Low Density Residential to City of Leesburg Industrial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE 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 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, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (THOMAS-MONTCLAIR INDUSTRIAL FLEX SSCP)

WHEREAS, the City Commission has received 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 2.33 acres of land generally located southwest of Montclair Road and west of Thomas Avenue from Lake County Urban High Density and City of Leesburg Low Density Residential to City of Leesburg Industrial, 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 with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Thomas-Montclair Industrial Flex -- 2409 MONTCLAIR RD and THOMAS AVE
SSCP-24-73, SPUD-24-74
AK#: 3313071 (currently within City limits); 1173752, 1741041 (both require Annexation)
Legal Description Provided by Applicant
Friday, May 24, 2024

Project Legal Description

Parcel 1:

From the Southeast comer of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 21, Township 19

South, Range 24 East, Lake County, Florida; run S 89°54'5O" W along the South line of said Northeast 1/4 of Northeast

1/4 of Southeast 1/4 for 307.40 feet for Point of Beginning; thence run N 44"24'5O" E to the Southerly line of Old

Montclair Road; thence run Southeasterly along the Southerly line of Old Montclair Road to South line of the said

Northeast 1/4 of Northeast 1/4 of Southeast 1/4; thence S 89°54'5O" W to Point of Beginning

Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast comer of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00"16'40" W along East line of said Southwest 1/4 of

Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89"09'31" W along South line of

Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along

said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N

00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East,

Lake County, Florida.

Parcel 3:

The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21,

Township 19 South, Range 24 East, Lake County, Florida.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	May 23, 2024
OWNER:	DANDR Properties LLC
PETITIONER:	Roger Berry
PROJECT:	Thomas-Montclair Industrial Flex
REQUEST:	Small Scale Comprehensive Plan Amendment from Lake County Urban High Density and City of Leesburg Low Density Residential to City Industrial, to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.:	SSCP-24-73

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed Future Land Use designation of Industrial is compatible with the adjacent Future Land Use designations of Lake County Urban High Density; City of Leesburg Low Density Residential, General Commercial, Industrial, and Estate Residential.

3. The proposed request is compatible with the proposed zoning of SPUD (Small Planned Unit Development) for indoor industrial flex space.

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Urban High Density and City of Leesburg Low Density Residential to City Industrial, and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 23, 2024

OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD (Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.: SSCP-24-73; SPUD-24-74

GENERAL LOCATION: Southwest of Montclair Road and west of Thomas Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban High Density and City of Leesburg Low Density Residential.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban High Density; City of Leesburg Low Density Residential
South – Lake County Urban High Density; City of Leesburg General Commercial, Industrial
East – City of Leesburg General Commercial, Estate Residential
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial.

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-6 (Urban Residential); City of Leesburg R-1 (Low Density Residential)
South – Lake County CP (Planned Commercial); City of Leesburg C-1 (Neighborhood Commercial), M-1 (Industrial)
East – City of Leesburg R-1 (Low Density Residential), City of Leesburg C-1 (Neighborhood Commercial)
West – Lake County R-6 (Urban Residential)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

North – Vacant; Residential
South – Residential; Vacant; Commercial; Industrial
East – Commercial; Residential
West – Vacant; Residential

PROPOSED LAND USE: 19,884 +/- square feet of indoor industrial flex space.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: May 23, 2024
(sent out 3/28/2024, with 4/12/2024 Comment deadline)
OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD (Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.: SSCP-24-73; SPUD-24-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/12/2024.

FIRE

No comments from Leesburg Fire Department. — Captain Amanda Stevenson, 4/11/2024.

ELECTRIC

Electric has not objections. Easements will be required. A line extension will be required.—Steve Davis, 3/28/2024.

GAS

No comment for Gas Dept. – Wayne Williams, 3/28/2024.

GIS

GIS has no comments. – Nicholas Tota, 3/28/2024.

BUILDING

No comments received as of 4/12/2024.

PUBLIC WORKS

Public Works has no issues with this item. - Cliff Kelsey, 3/28/2024.

ADDRESSING

No comments received as of 4/12/2024.

HOUSING & REDEVELOPMENT

My only concern would be how much additional traffic might be generated from this site once developed. This is a very busy and dangerous intersection. – Sandra Wilson, 3/28/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter received 4/11/2024.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the Industrial Flex CPA and PUD. – Helen LaValley, 4/3/2024.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Seeking information (2)

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (SEEKING INFORMATION)

"What exactly does Industrial Flex Space cover as far as Industrial (Hazardous Materials?) Noise? Traffic increase? Will there be a buffer for noise, dust, particulate, from proposed industry? The aquifer in this neighborhood is temperamental. My well has just settled down from construction in the past 2 years."
– Renee Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.

"What does 'Flex' mean in context to this project? I am mostly concerned with noise and what impact the 'Industry' will have on my fruit trees and other gardening as well as the effect it could have on my well, as past construction has caused quite a bit of particulate in it."
– Dudley S. Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

April 11, 2024

Max VanAllen,
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Thomas Montclair Industrial Flex / Planned Unit Development
CASE NO.: PUD-24-74

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Thomas Montclair Industrial Flex PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Montclair Road:

- Access from Montclair Road, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- A preliminary review of the right-of-way for Montclair Road return with no platted nor deeded right-of-way. A detailed survey of Montclair Road will be required to be included with the property boundary survey.
- Additional right-of-way for Montclair Road will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Montclaire Road to meet both city and county requirements.

Virginia Drive:

- Virginia Drive is a county maintained paved road. Any improvements off this road will require permitting with the Lake County Public Works Department.
- The conceptual plan for the proposed rezoning includes the existing building off Virgina Drive. A sidewalk may be required along the entire frontage of Virgina Drive to meet both city and county requirements.

Traffic:

- A Traffic Impact Study will be required of this development for review by Lake County Public Works Department and City of Leesburg.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake

County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg

MEMORANDUM

PROJECT: DE MINIMIS DETERMINATION (Tier 1 TIA) EXEMPTION

CASE: Thomas-Montclair Industrial Flex (PUD-24-74)

TO: **Delivered via email:**
Chris Zipperer, Senatore Inc.
E: senatoreinc@gmail.com
Michael Woods, Executive Director, Lake~Sumter MPO
E: mwoods@lakesumtermpo.com
City of Leesburg Public Works
E: John.Borrow@leesburgflorida.gov
E: Tracy.Bronson@leesburgflorida.gov
Lake County Public Works
Seth.Lynch@lakecountyfl.gov
Sharon.Lewis@lakecountyfl.gov

FROM: Max Van Allen, Planner, City of Leesburg

THROUGH: Dan Miller, Director, Planning and Zoning, City of Leesburg

DATE: April 30, 2024

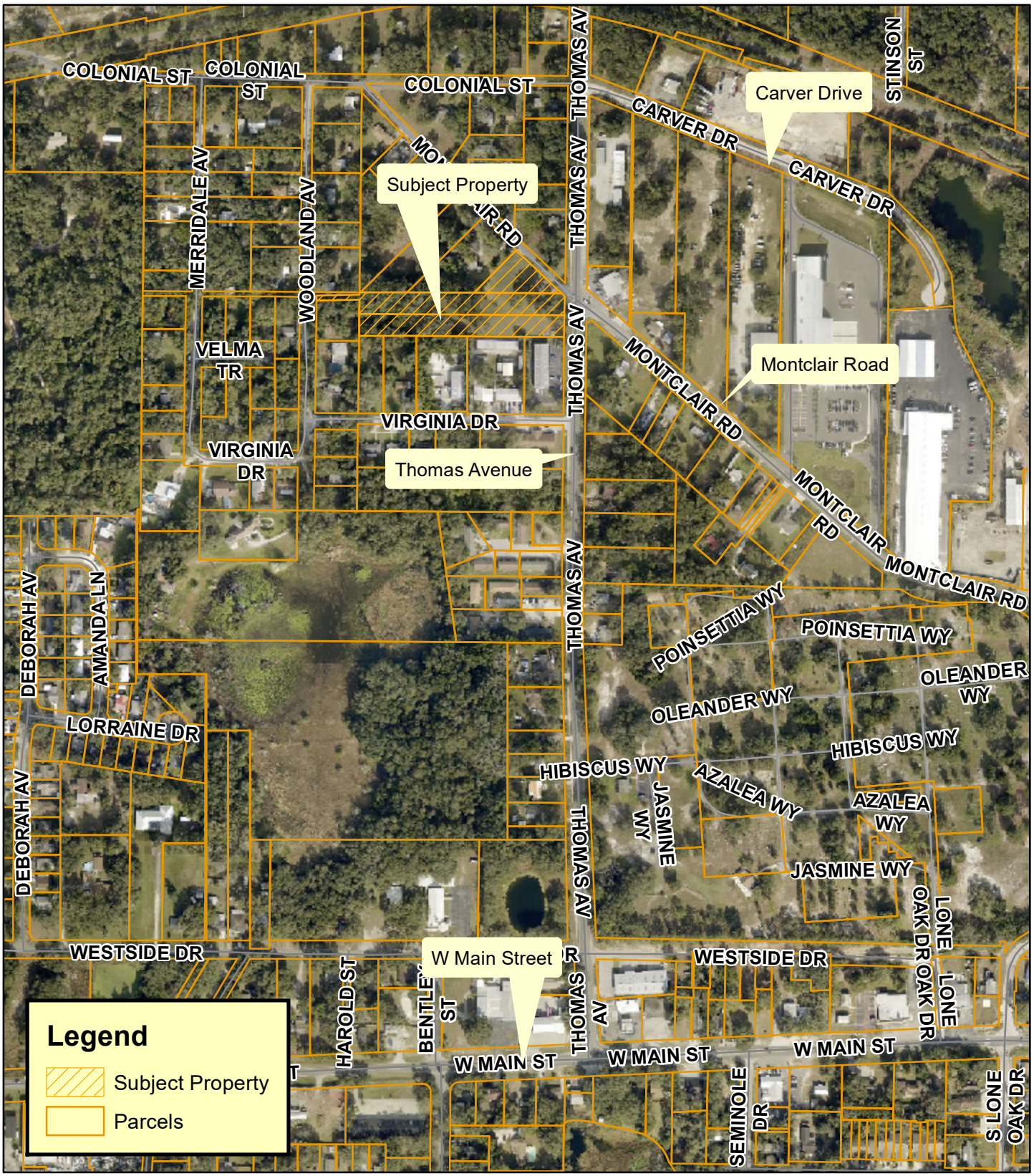
STATUS: **APPROVED De minimis determination**

The traffic study exemption request has been reviewed by the City of Leesburg Planning and Zoning Director and has received a recommendation for approval. The proposed development meets the de minimis determination criteria stated in Lake~Sumter Metropolitan Planning Organization Methodology and Guidelines Section 5 Request for Exemption from a Tier 1 TIA.

A traffic analysis is not required.

Page 1 of 1

Locator



Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Aerial



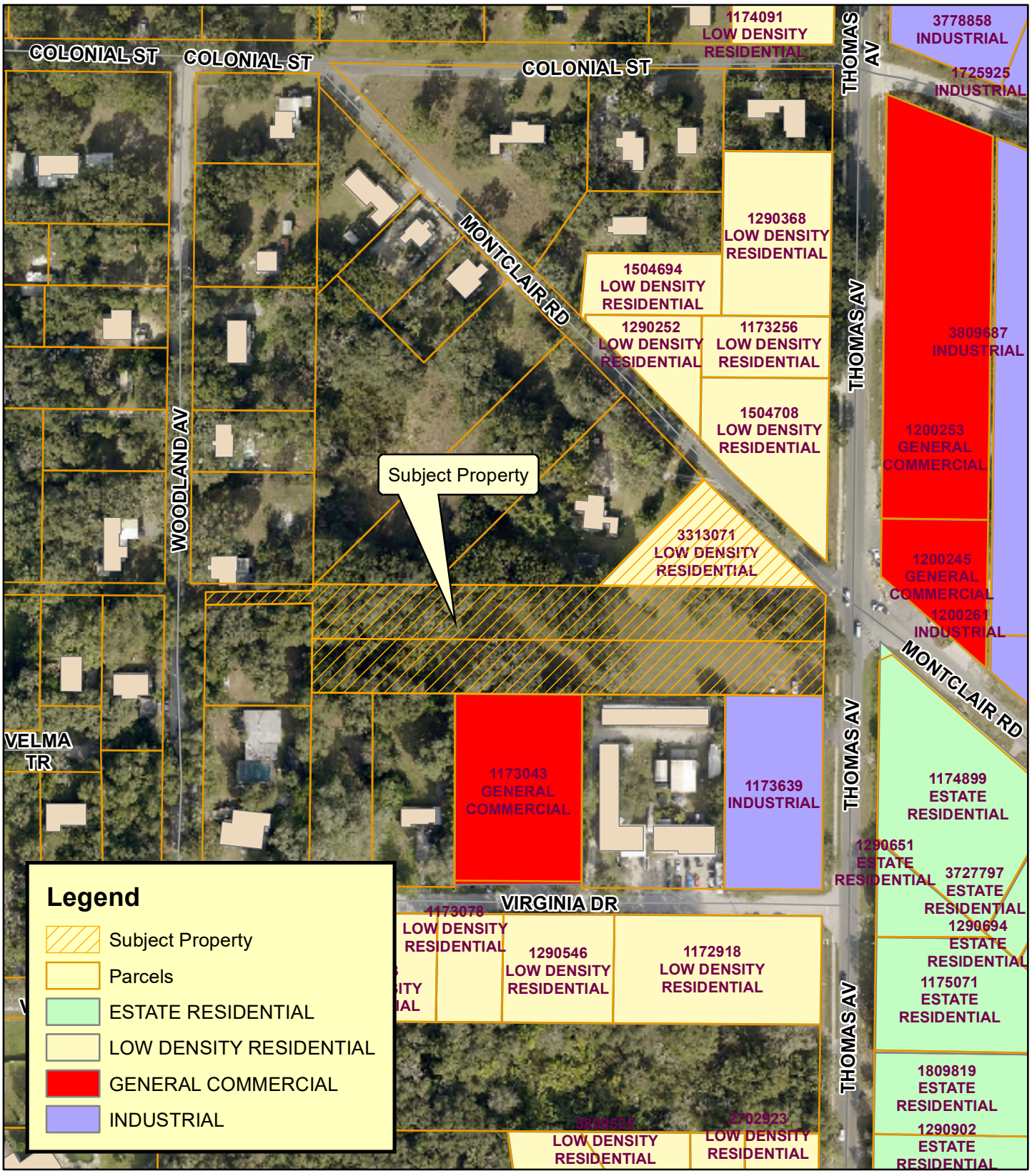
Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Future Land Use



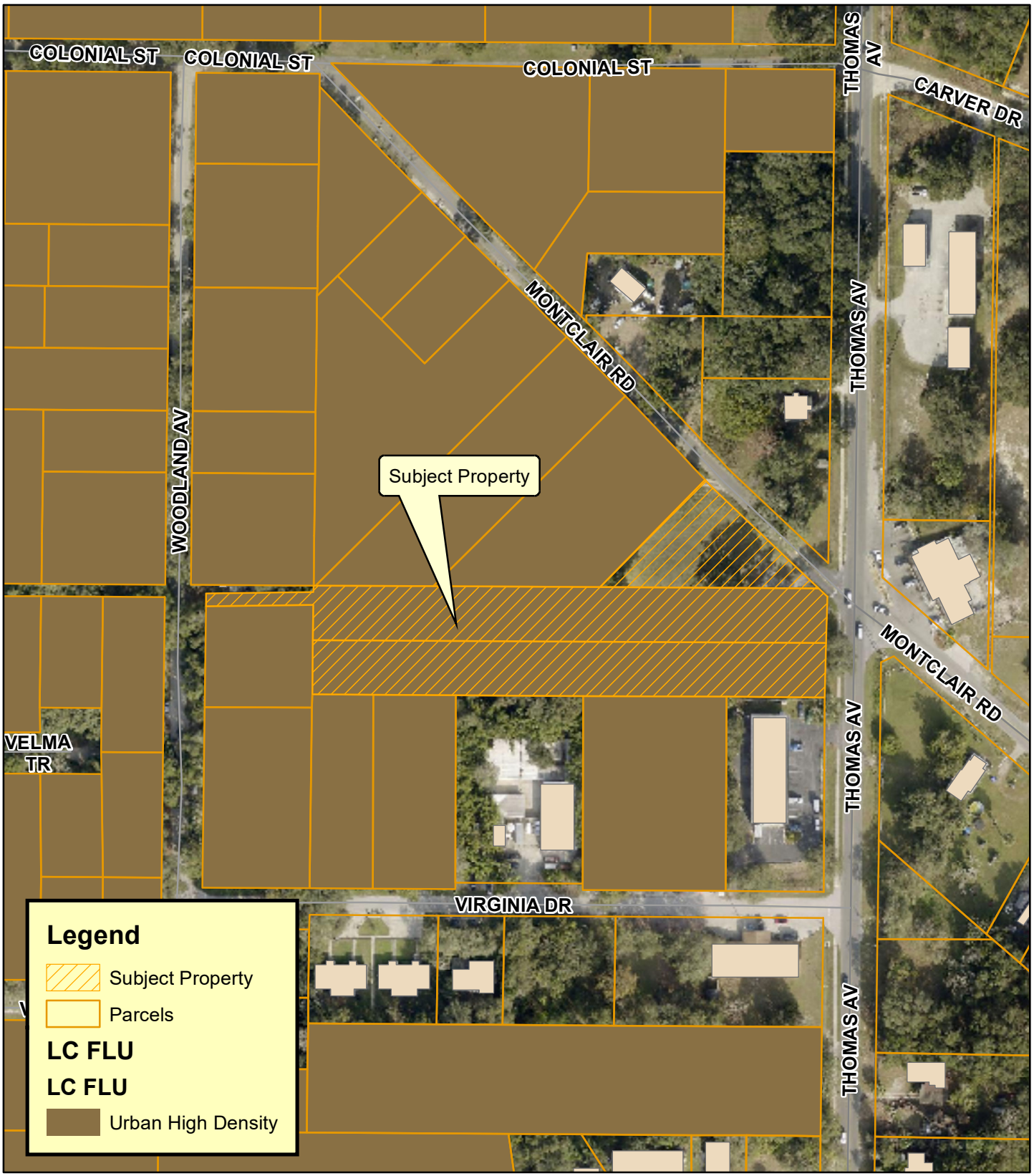
Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Lake County Future Land Use



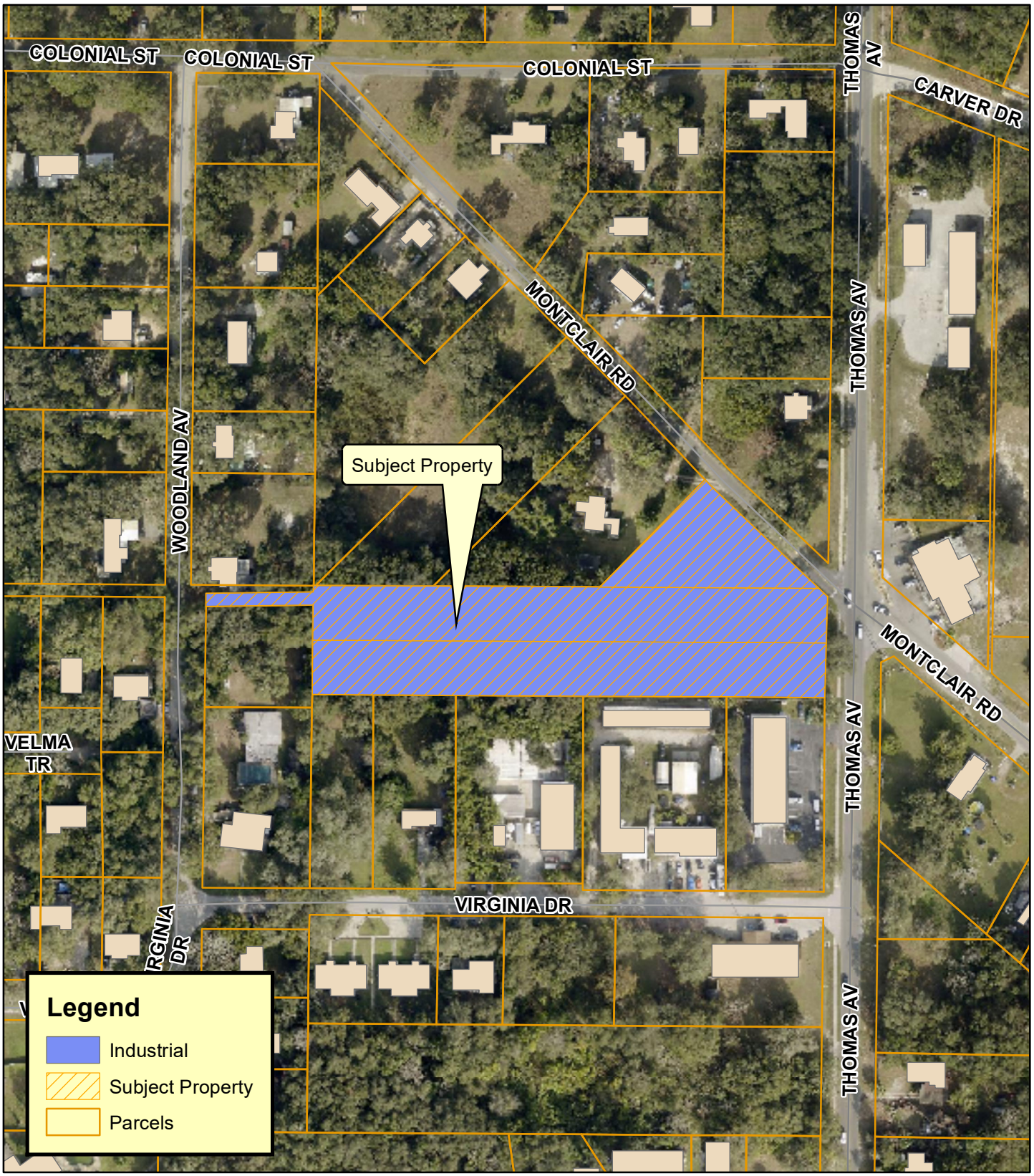
Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Proposed Future Land Use



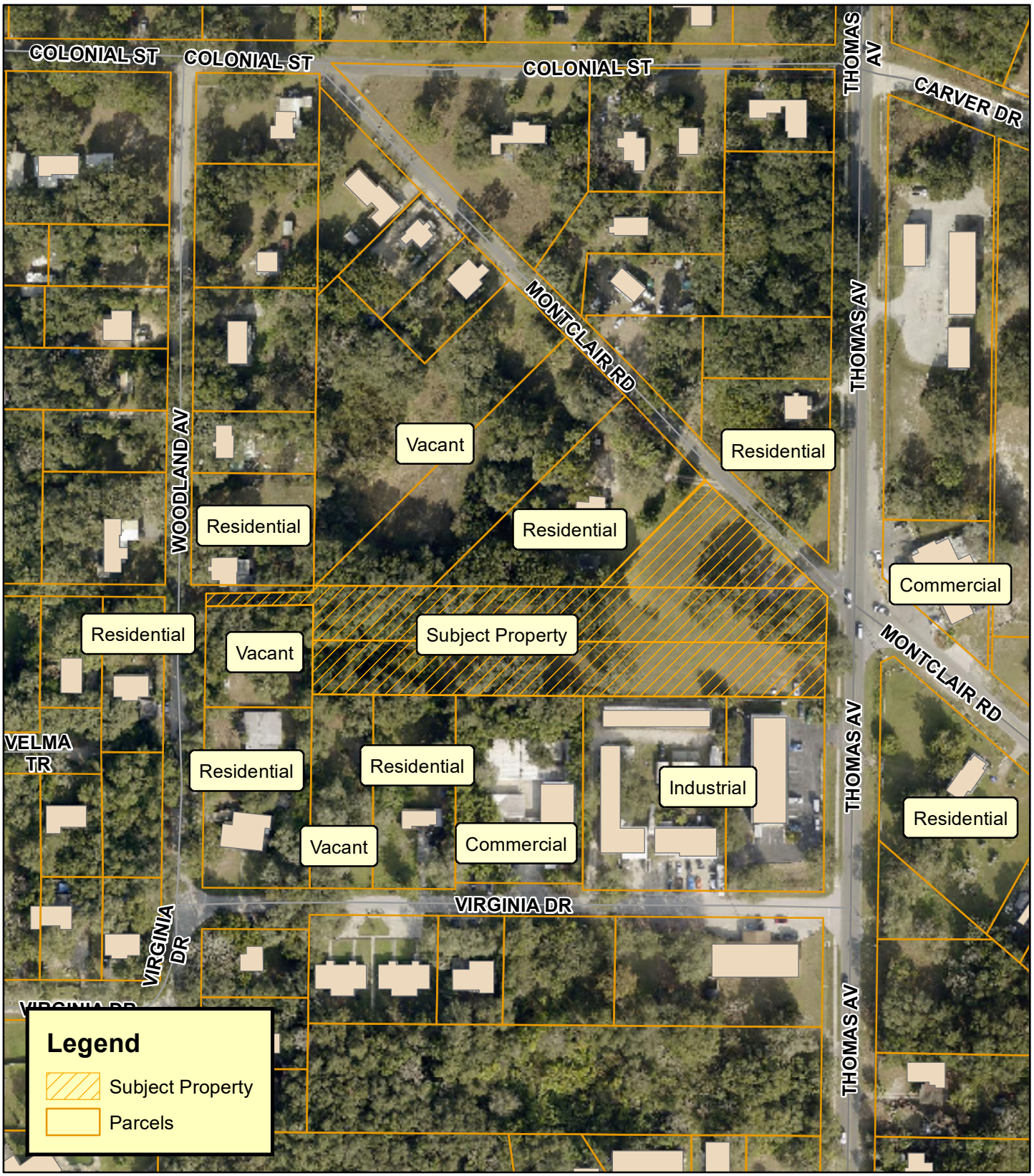
Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Surrounding Land Uses



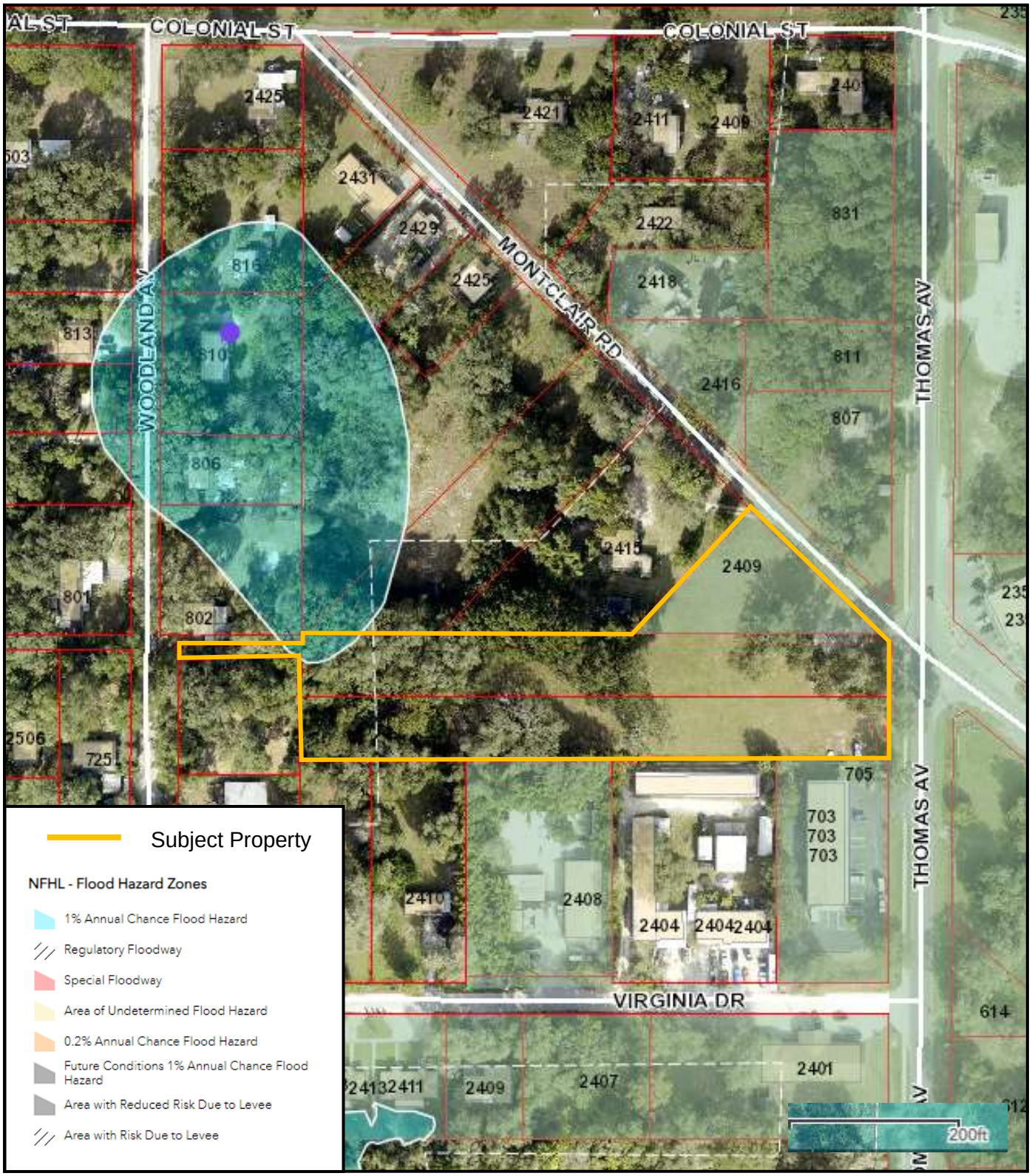
Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Flood Zone

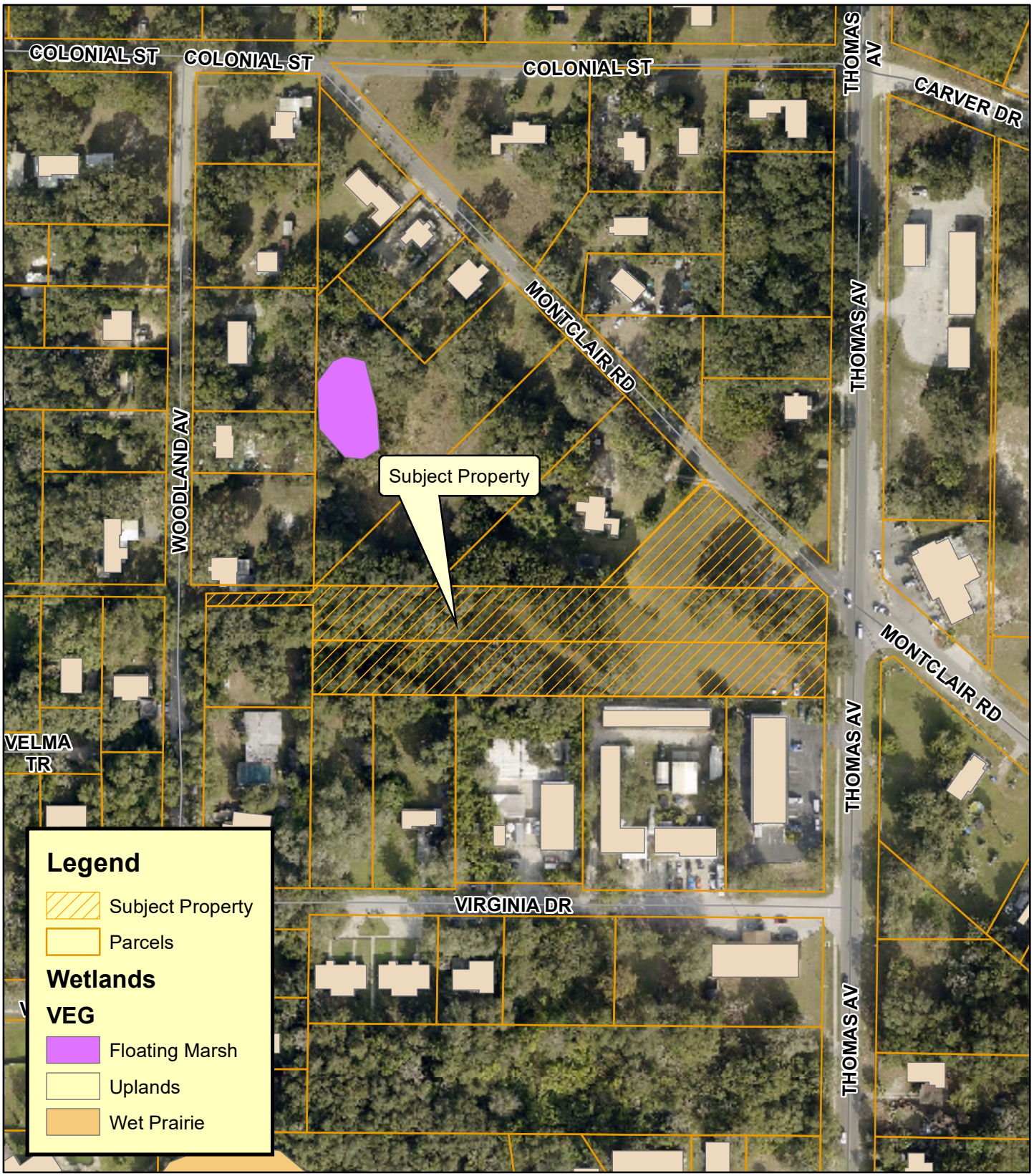


Planning & Zoning Division

N W E S

Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
March 13, 2024

Wetlands



Planning & Zoning Division

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Feet

Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024



Close up of Sign on Property from the corner of Montclair Road and Thomas Avenue.



Looking north along Montclair Road.

Thomas-Montclair Industrial Flex Space – SSCP-24-73; SPUD-24-74
Taken April 5, 2024



Looking north along Thomas Avenue.



Looking east across Montclair Road and Thomas Avenue.



Looking south along Thomas Avenue.



Looking west into the property from the corner of Montclair Road and Thomas Avenue.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.4.
Meeting Date:	June 10, 2024
From:	Max Vanallen, (Senior Planner), Dan Miller, (Planning and Zoning Director)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on 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) to allow for 19,884 +/- square feet of indoor industrial flex space for a property generally located southwest of Montclair Road and west of Thomas Avenue, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Thomas-Montclair Industrial Flex 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) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development).

Analysis:
The project site is approximately 2.33 +/- acres, and is generally located southwest of Montclair Road and west of Thomas Avenue as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow 19,884 +/- square feet of indoor industrial flex space. The existing land uses surrounding the property are Vacant, Residential, Commercial, and Industrial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 23, 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:
Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 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) TO ALLOW FOR 19,884 +/- SQUARE FEET OF INDOOR INDUSTRIAL FLEX SPACE FOR A PROPERTY GENERALLY LOCATED SOUTHWEST OF MONTCLAIR ROAD AND WEST OF THOMAS AVENUE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (THOMAS-MONTCLAIR INDUSTRIAL FLEX SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Roger Berry (Petitioner, "Permittee") of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Thomas-Montclair Industrial Flex -- 2409 MONTCLAIR RD and THOMAS AVE
SSCP-24-73, SPUD-24-74
AK#: 3313071 (currently within City limits); 1173752, 1741041 (both require Annexation)
Legal Description Provided by Applicant
Friday, May 24, 2024

Project Legal Description

Parcel 1:

From the Southeast comer of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 21, Township 19

South, Range 24 East, Lake County, Florida; run S 89°54'5O" W along the South line of said Northeast 1/4 of Northeast

1/4 of Southeast 1/4 for 307.40 feet for Point of Beginning; thence run N 44"24'5O" E to the Southerly line of Old

Montclair Road; thence run Southeasterly along the Southerly line of Old Montclair Road to South line of the said

Northeast 1/4 of Northeast 1/4 of Southeast 1/4; thence S 89°54'5O" W to Point of Beginning

Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast comer of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00"16'40" W along East line of said Southwest 1/4 of

Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89"09'31" W along South line of

Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along

said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N

00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East,

Lake County, Florida.

Parcel 3:

The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21,

Township 19 South, Range 24 East, Lake County, Florida.

THOMAS-MONTCLAIR INDUSTRIAL FLEX
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
May 23, 2024

This Planned Unit Development Agreement for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **DANDR Properties, LLC c/o Roger Berry, "Permittee", 29205 S Corley Island Road, Leesburg, FL 34748** 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 future construction of proposed industrial flex uses consisting of approximately 2.33 +/- acres generally located southwest of Montclair Road and west of Thomas Avenue, on a site within the City of Leesburg in accordance with their SPUD 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 **DANDR Properties, LLC c/o Roger Berry, "Permittee", 29205 S Corley Island Road, Leesburg, FL 34748** 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 2.33 +/- acres, shall be used for industrial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Industrial flex space
2. Indoor light manufacturing (e.g., welding, building materials, clothing, machine parts, tools, etc.)
3. Building trades, contractors offices and associated indoor storage (e.g. plumbing, heating, electrical, etc.)
4. Warehousing and freight movement
5. Trades shop, with no retail on-site (e.g. woodworking, cabinetry, furniture, upholstery, vehicle parts repair, etc., without daily customer foot traffic)
6. Printing and publishing services
7. Wholesale trade
8. Indoor Storage

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this SPUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. DEVELOPMENT STANDARDS

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 50-feet
2. Side: 20-feet
3. Rear: 50-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed two (2) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

H. Final lot sizes and setbacks may be adjusted by Staff during the site plan review process to meet the intent of this SPUD (Small Planned Unit Development).

I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

A. Site Access

1. Access to the site shall be provided by a minimum of two (2) access points from the existing contiguous paved roads adjacent to the property. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation.

B. Internal Circulation

1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.

C. Pedestrian Access

1. Sidewalks shall be installed per City of Leesburg codes and specifications.
2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Industrial

1. Parking lot landscape islands shall be at a total ratio of two hundred (200) square feet per one hundred fifty (150) linear feet of parking or one (1) every fifteen (15) spaces. All parking areas shall terminate with a minimum of one hundred (150) square feet of landscaping area. Parking lot landscaping shall consist of one (1) ornamental tree and five (5) shrubs per two hundred (200) square feet of required landscaping.

7. ARCHITECTURAL STANDARDS

A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

B. 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.

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 as **Exhibit E**, attached hereto.

D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.

8. SIGNAGE

A. Ground signs

1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

B. Alternative Designs.

1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs

1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. Open space may consist of buffers, wetlands, and retention areas.

B. Required Perimeter Landscape Buffers:

1. North – 10'
2. South – 5'

3. East – 10’
4. West – 10’

C. Landscape buffers are to consist of natural existing landscaping where possible.

D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this SPUD document and the Conceptual Site Plan **(Exhibit C)**, attached hereto, and City of Leesburg landscape code requirements.

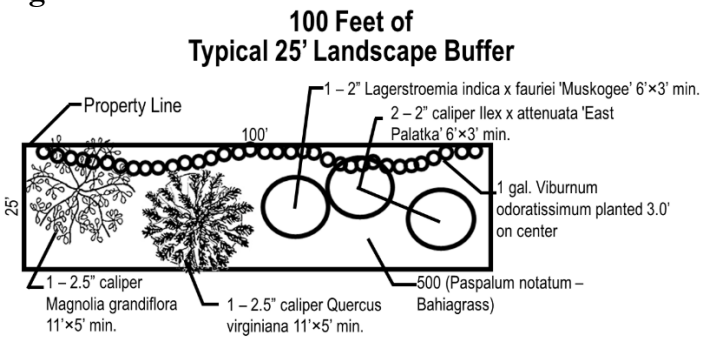
E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.

F. Wherever a residential district or use abuts the subject property, an opaque screen is required on the subject property to conceal the development from the adjacent residential property, at a minimum of six (6) feet, and no more than eight (8) feet in height. A wall or opaque fence shall be considered to meet this requirement. No such wall or fence shall be required in the front yard of the subject property adjacent to Montclair Road or Thomas Avenue.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including

consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

I. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
   1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
   2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
   3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
   1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
    a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
    b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

12. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a property owner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland

buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

13. TRANSPORTATION IMPROVEMENTS

A. Traffic/Transportation Study

1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470.
2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements

as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation
   1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular assess is available among and between all structures within the development.

E. Bus Stop
   1. Because the proposed development lies along and near major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake-Sumter MPO, shall be provided by the developer if requested by the Lake-Sumter MPO during the site plan review process.
   2. If recommended by the Lake-Sumter MPO, the bus stop shall be constructed prior to certificate of occupancy for the first building on the site.

14. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

16. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise

lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

17. 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 these SPUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. This SPUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

18. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

A. Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The

City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B **LEGAL DESCRIPTION**

Parcel 1:

From the Southeast comer of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 21, Township 19
South, Range 24 East, Lake County, Florida; run S 89°54'5O" W along the South line of said Northeast 1/4 of Northeast
1/4 of Southeast 1/4 for 307.40 feet for Point of Beginning; thence run N 44"24'5O" E to the Southerly line of Old
Montclair Road; thence run Southeasterly along the Southerly line of Old Montclair Road to South line of the said
Northeast 1/4 of Northeast 1/4 of Southeast 1/4; thence S 89°54'5O" W to Point of Beginning

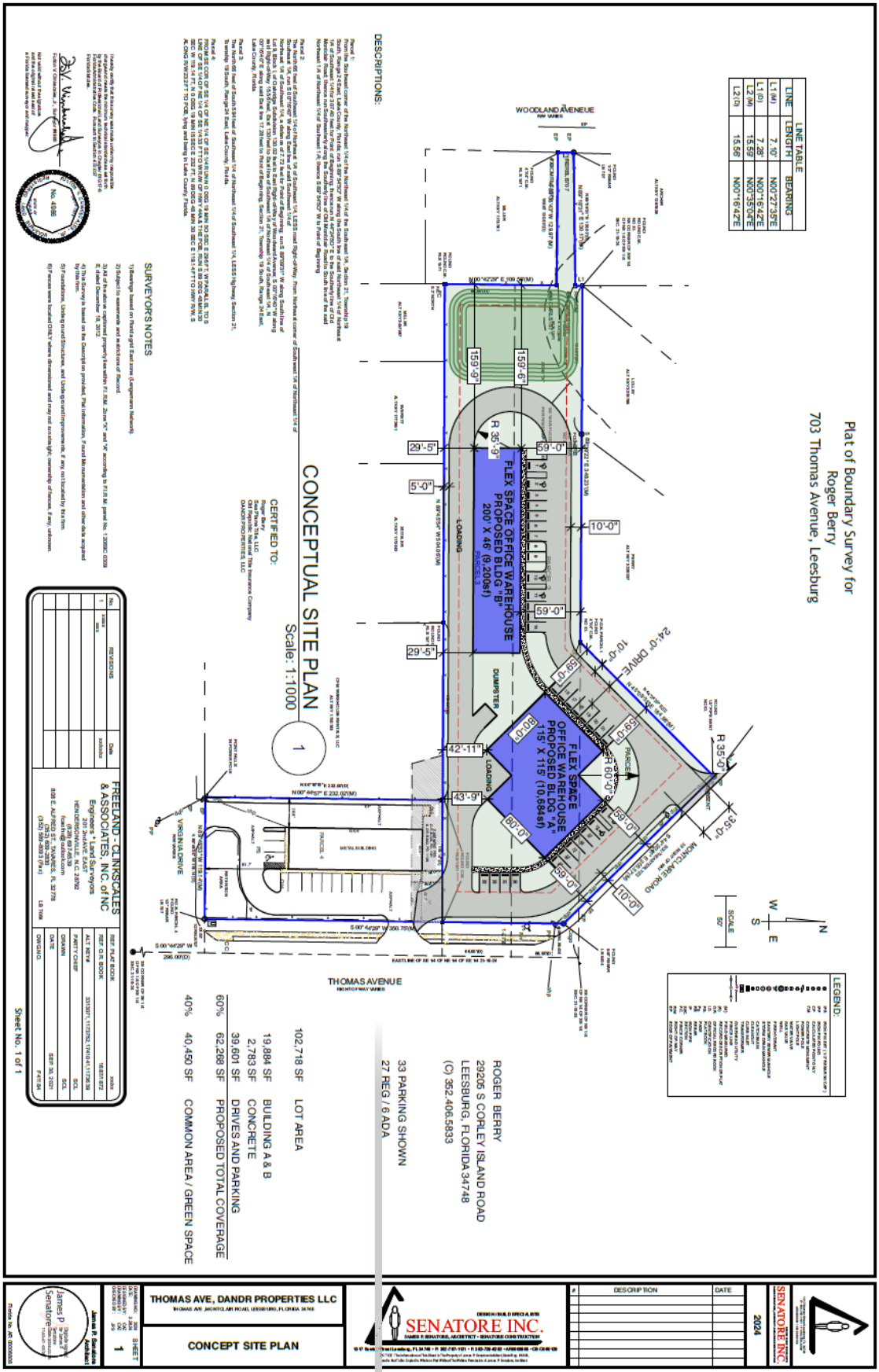
Parcel 2:

The North 66 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS road Right-of-Way. From Northeast comer of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, run S 00"16'40" W along East line of said Southwest 1/4 of
Northeast 1/4 of Southeast 1/4, a distance of 7.72 feet for Point of Beginning; run S 89"09'31" W along South line of
Lot 9, Block I, of Oakridge Subdivision 130.02 feet to East Right-of-Way of Woodward Avenue; S 00°16'40" W along
said Right-of-Way 15.56 feet, East 130 feet to East line of Southwest 1/4 of Northeast 1/4 of Southeast 1/4, N
00°16'40" E along said East line 17.28 feet to Point of Beginning, Section 21, Township 19 South, Range 24 East,
Lake County, Florida.

Parcel 3:

The North 66 feet of South 594 feet of Southeast 1/4 of Northeast 1/4 of Southeast 1/4, LESS Highway, Section 21,
Township 19 South, Range 24 East, Lake County, Florida.

EXHIBIT C **CONCEPTUAL SITE PLAN**



Examples of Acceptable / Unacceptable Lighting Fixtures



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	May 23, 2024
OWNER:	DANDR Properties LLC
PETITIONER:	Roger Berry
PROJECT:	Thomas-Montclair Industrial Flex
REQUEST:	Rezoning from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to SPUD (Small Planned Unit Development), to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.:	SPUD-24-74

THE PLANNING & ZONING DEPARTMENT 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, including Lake County CP (Planned Commercial) and R-6 (Urban Residential); and City of Leesburg C-1 (Neighborhood Commercial), M-1 (Industrial), and R-1 (Low Density Residential).

2. The proposed request for the Future Land Use designation of Industrial, is compatible with the proposed zoning of SPUD.

3. The proposed request does not appear to create a detriment to surrounding properties, based on the location, proximity to compatible development, and indoor industrial flex use.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential) to SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 23, 2024

OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD (Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.: SSCP-24-73; SPUD-24-74

GENERAL LOCATION: Southwest of Montclair Road and west of Thomas Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban High Density and City of Leesburg Low Density Residential.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban High Density; City of Leesburg Low Density Residential
South – Lake County Urban High Density; City of Leesburg General Commercial, Industrial
East – City of Leesburg General Commercial, Estate Residential
West – Lake County Urban High Density

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Industrial.

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential) and City of Leesburg R-1 (Low Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-6 (Urban Residential); City of Leesburg R-1 (Low Density Residential)
South – Lake County CP (Planned Commercial); City of Leesburg C-1 (Neighborhood Commercial), M-1 (Industrial)
East – City of Leesburg R-1 (Low Density Residential), City of Leesburg C-1 (Neighborhood Commercial)
West – Lake County R-6 (Urban Residential)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

North – Vacant; Residential
South – Residential; Vacant; Commercial; Industrial
East – Commercial; Residential
West – Vacant; Residential

PROPOSED LAND USE: 19,884 +/- square feet of indoor industrial flex space.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: May 23, 2024
(sent out 3/28/2024, with 4/12/2024 Comment deadline)
OWNER: DANDR Properties LLC
PETITIONER: Roger Berry
PROJECT: Thomas-Montclair Industrial Flex
REQUEST: Small Scale Comprehensive Plan Amendment to City Industrial and Rezoning to SPUD (Small Planned Unit Development) to allow 19,884 +/- square feet of indoor industrial flex space.
CASE NO.: SSCP-24-73; SPUD-24-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/12/2024.

FIRE

No comments from Leesburg Fire Department. — Captain Amanda Stevenson, 4/11/2024.

ELECTRIC

Electric has not objections. Easements will be required. A line extension will be required.—Steve Davis, 3/28/2024.

GAS

No comment for Gas Dept. – Wayne Williams, 3/28/2024.

GIS

GIS has no comments. – Nicholas Tota, 3/28/2024.

BUILDING

No comments received as of 4/12/2024.

PUBLIC WORKS

Public Works has no issues with this item. - Cliff Kelsey, 3/28/2024.

ADDRESSING

No comments received as of 4/12/2024.

HOUSING & REDEVELOPMENT

My only concern would be how much additional traffic might be generated from this site once developed. This is a very busy and dangerous intersection. – Sandra Wilson, 3/28/2024.

LAKE COUNTY PUBLIC WORKS

See attached letter received 4/11/2024.

LAKE COUNTY SCHOOLS

The school district does not have any comment for the Industrial Flex CPA and PUD. – Helen LaValley, 4/3/2024.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Seeking information (2)

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (SEEKING INFORMATION)

"What exactly does Industrial Flex Space cover as far as Industrial (Hazardous Materials?) Noise? Traffic increase? Will there be a buffer for noise, dust, particulate, from proposed industry? The aquifer in this neighborhood is temperamental. My well has just settled down from construction in the past 2 years."
– Renee Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.

"What does 'Flex' mean in context to this project? I am mostly concerned with noise and what impact the 'Industry' will have on my fruit trees and other gardening as well as the effect it could have on my well, as past construction has caused quite a bit of particulate in it."
– Dudley S. Harrod, 2418 Virginia Drive, Leesburg, FL 34748; 4/11/2024.

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

April 11, 2024

Max VanAllen,
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Thomas Montclair Industrial Flex / Planned Unit Development
CASE NO.: PUD-24-74

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Thomas Montclair Industrial Flex PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Montclair Road:

- Access from Montclair Road, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- A preliminary review of the right-of-way for Montclair Road return with no platted nor deeded right-of-way. A detailed survey of Montclair Road will be required to be included with the property boundary survey.
- Additional right-of-way for Montclair Road will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Montclaire Road to meet both city and county requirements.

Virginia Drive:

- Virginia Drive is a county maintained paved road. Any improvements off this road will require permitting with the Lake County Public Works Department.
- The conceptual plan for the proposed rezoning includes the existing building off Virgina Drive. A sidewalk may be required along the entire frontage of Virgina Drive to meet both city and county requirements.

Traffic:

- A Traffic Impact Study will be required of this development for review by Lake County Public Works Department and City of Leesburg.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake

County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg

MEMORANDUM

PROJECT: DE MINIMIS DETERMINATION (Tier 1 TIA) EXEMPTION

CASE: Thomas-Montclair Industrial Flex (PUD-24-74)

TO: **Delivered via email:**
Chris Zipperer, Senatore Inc.
E: senatoreinc@gmail.com
Michael Woods, Executive Director, Lake~Sumter MPO
E: mwoods@lakesumtermpo.com
City of Leesburg Public Works
E: John.Borrow@leesburgflorida.gov
E: Tracy.Bronson@leesburgflorida.gov
Lake County Public Works
Seth.Lynch@lakecountyfl.gov
Sharon.Lewis@lakecountyfl.gov

FROM: Max Van Allen, Planner, City of Leesburg

THROUGH: Dan Miller, Director, Planning and Zoning, City of Leesburg

DATE: April 30, 2024

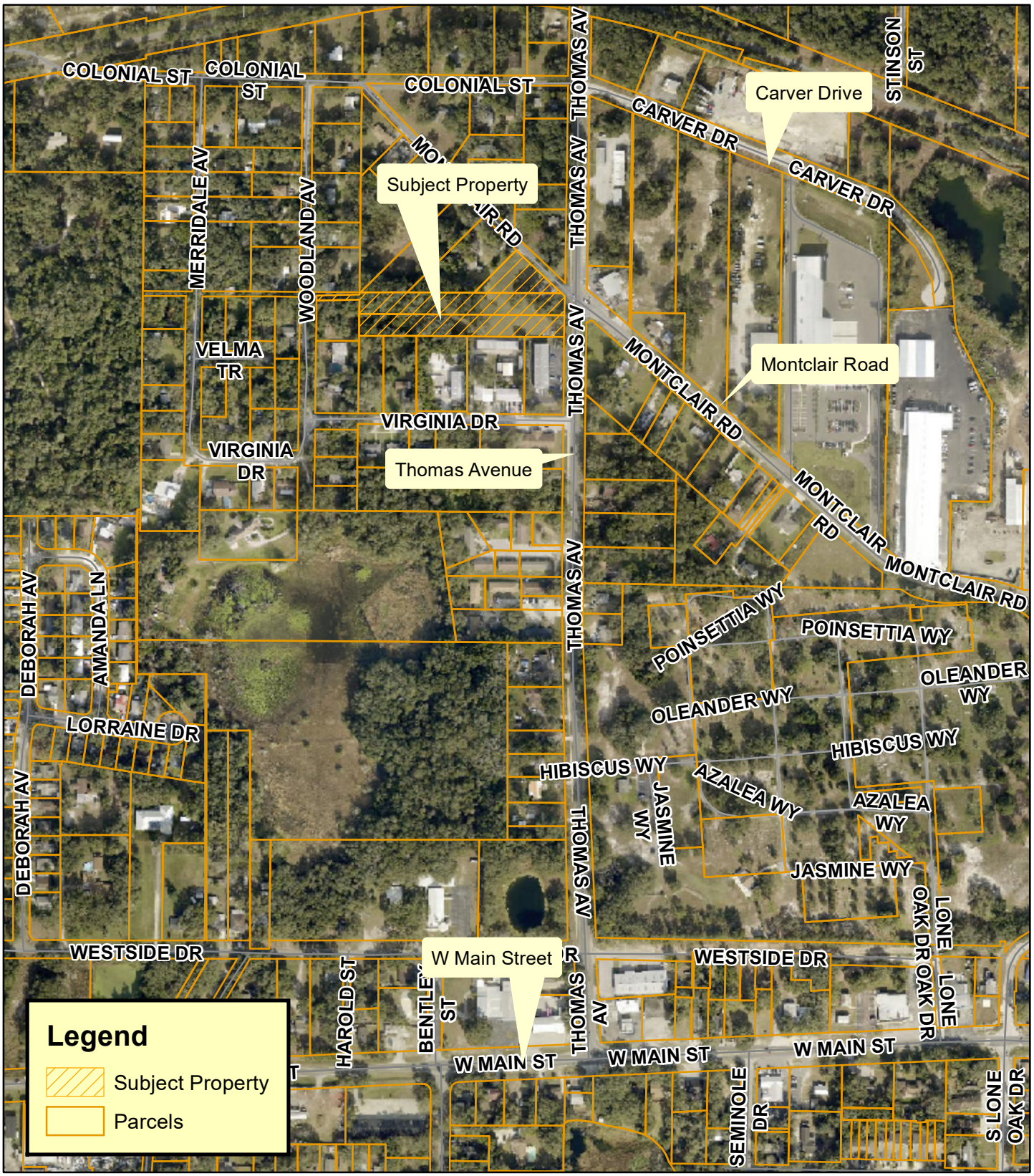
STATUS: **APPROVED De minimis determination**

The traffic study exemption request has been reviewed by the City of Leesburg Planning and Zoning Director and has received a recommendation for approval. The proposed development meets the de minimis determination criteria stated in Lake~Sumter Metropolitan Planning Organization Methodology and Guidelines Section 5 Request for Exemption from a Tier 1 TIA.

A traffic analysis is not required.

Page 1 of 1

Locator



Planning & Zoning Division

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Feet

Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Aerial



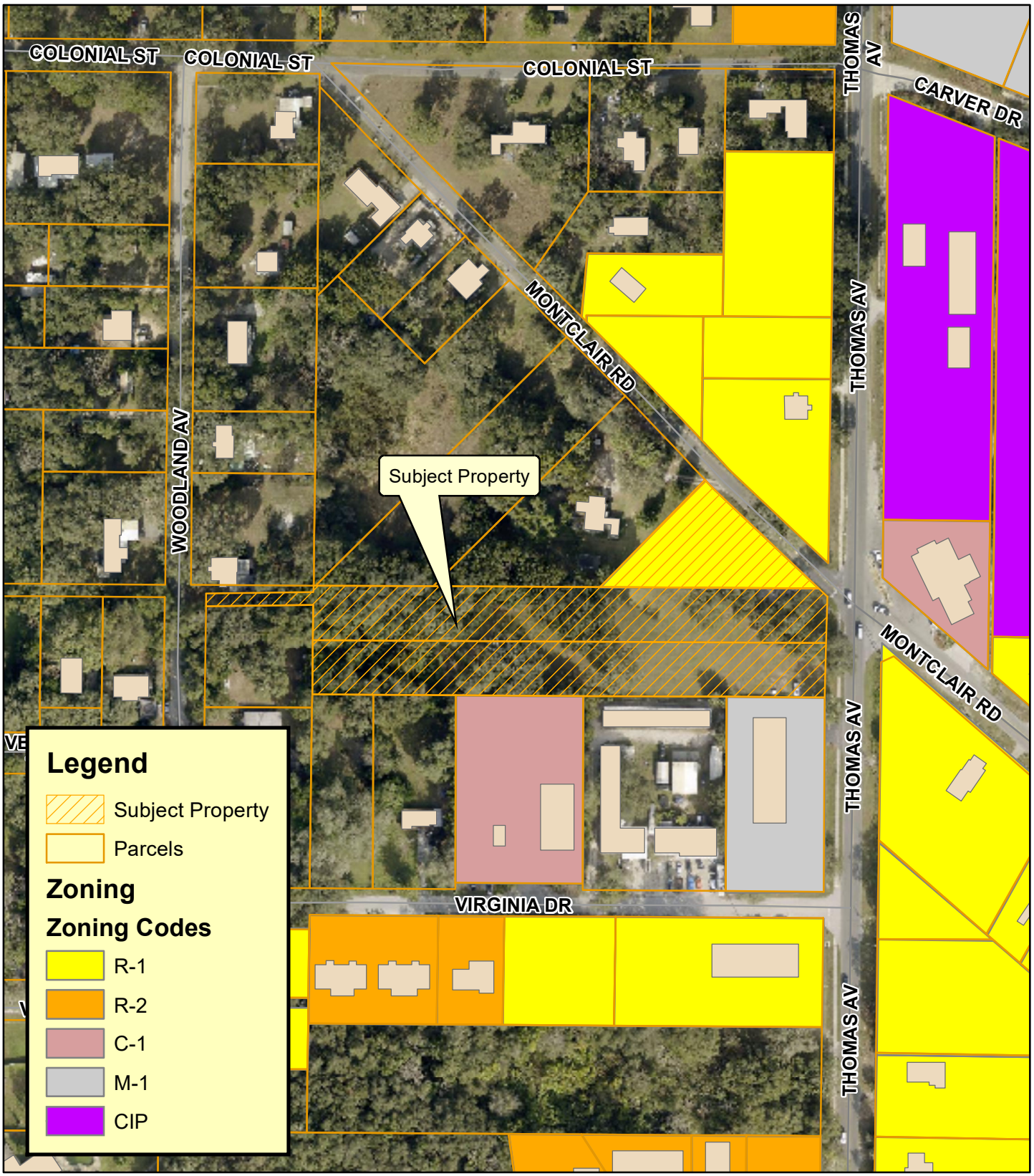
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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Zoning



Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Lake County Zoning



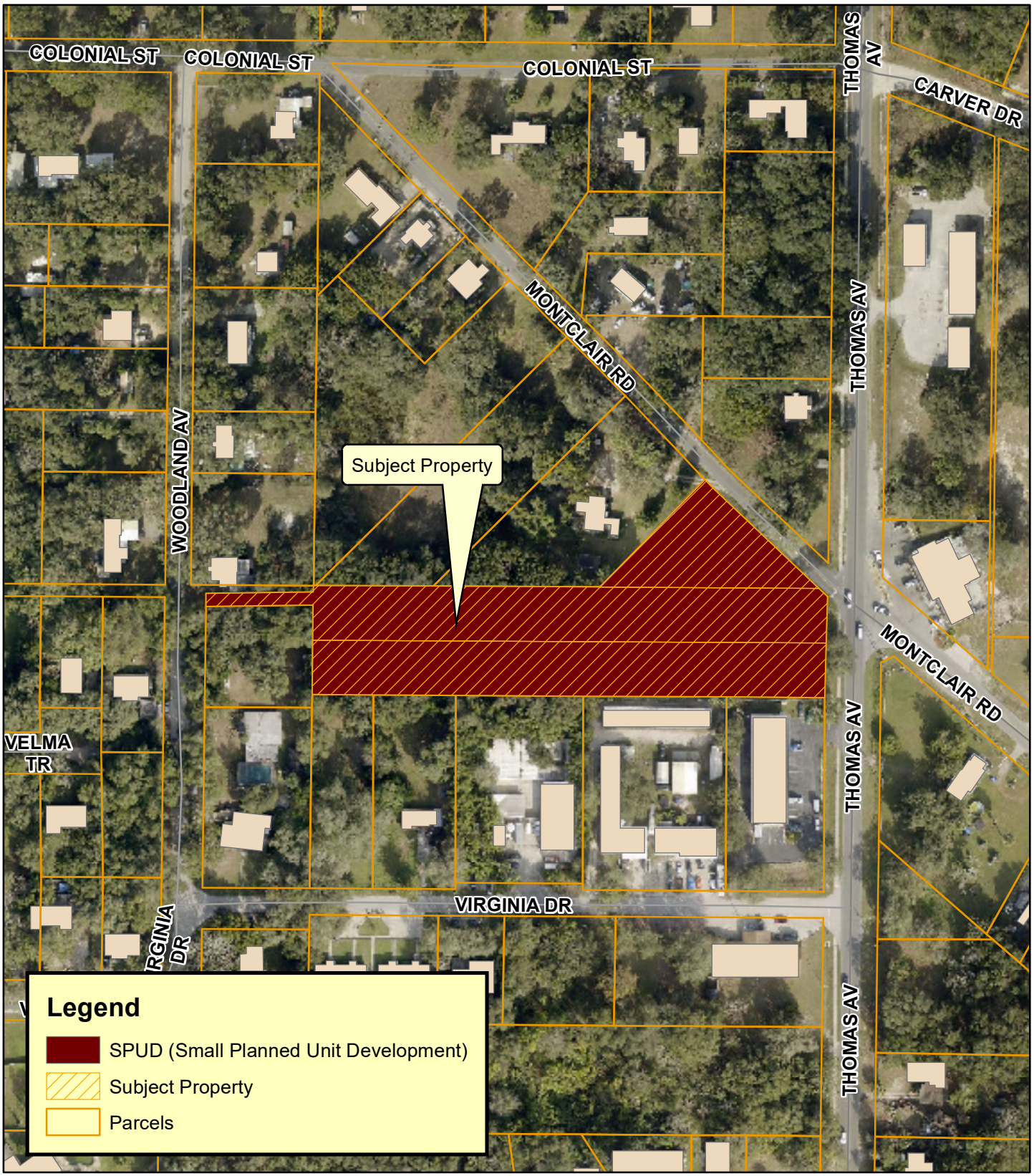
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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Proposed Zoning

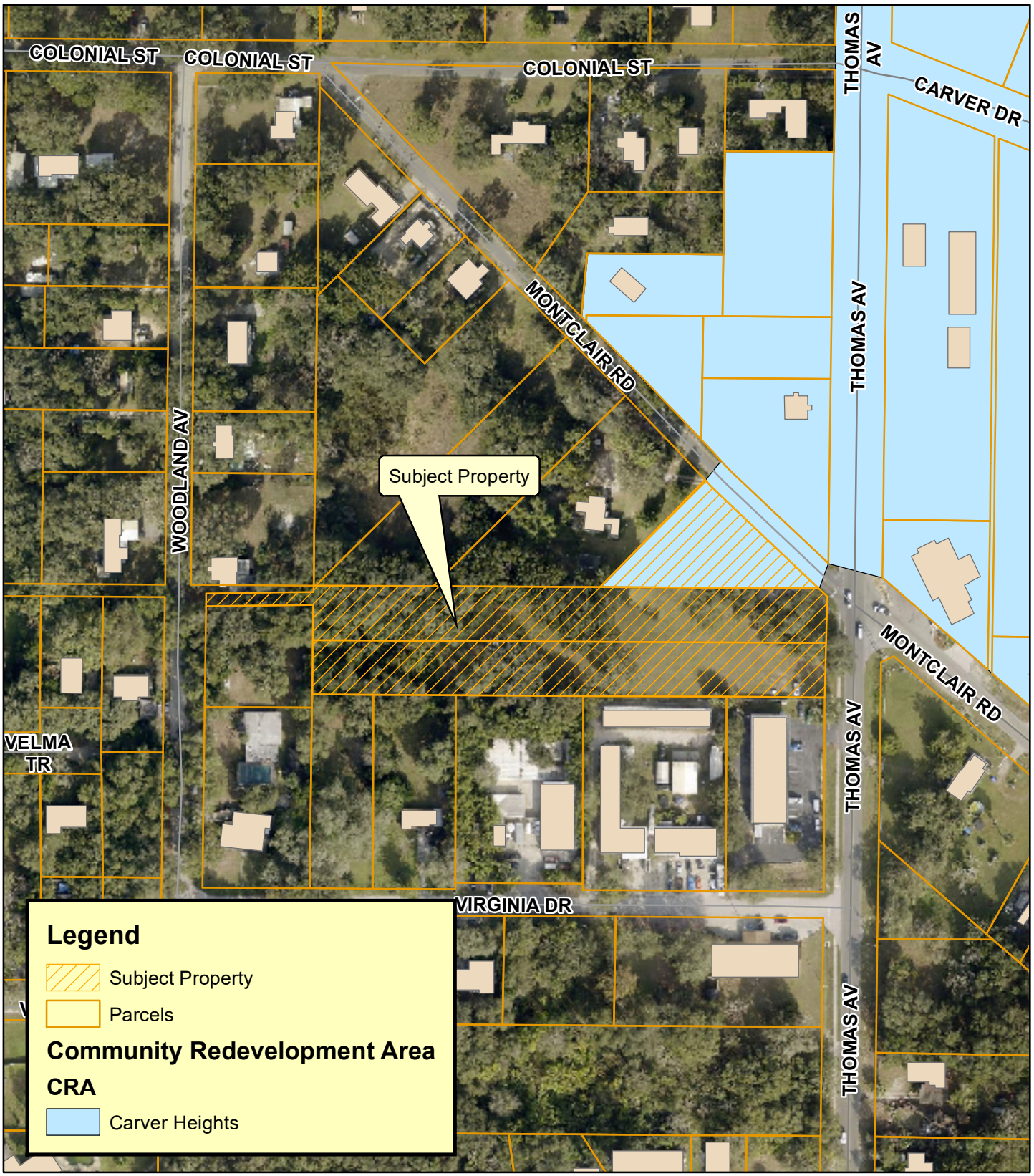


Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024

Community Redevelopment Area



Planning & Zoning Division

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Thomas-Montclair Industrial Flex
ANNX-24-72, SSCP-24-73, SPUD-24-74
AK #s: 3313071, 1173752, 1741041
Section 21, Township 19 South, Range 24 East
February 28, 2024



Close up of Sign on Property from the corner of Montclair Road and Thomas Avenue.



Looking north along Montclair Road.

Thomas-Montclair Industrial Flex Space – SSCP-24-73; SPUD-24-74
Taken April 5, 2024



Looking north along Thomas Avenue.



Looking east across Montclair Road and Thomas Avenue.



Looking south along Thomas Avenue.



Looking west into the property from the corner of Montclair Road and Thomas Avenue.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: June 10, 2024

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 37.7 +/- acres from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), for a property generally located north of County Road 48 and west of US Highway 27, as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida, and providing an effective date. (CR 48 Brightleaf Residential PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow for 253 attached single-family units and associated uses.

Analysis:
The project site is approximately 37.7 +/- acres, and is generally located north of County Road 48 and west of US Highway 27 as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for 253 attached single-family units and associated uses, and correct an existing “split zoning" condition. The existing land uses surrounding the property are residential, commercial, industrial, and undeveloped. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 23, 2024 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 37.7 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) AND C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF COUNTY ROAD 48 AND WEST OF US HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (CR 48 BRIGHTLEAF RESIDENTIAL PUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Sean Myers (Brightleaf Properties, 1133 Louisiana Avenue, Winter Park, Florida) Petitioner) for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Brightleaf CR 48 Residential – County Road 48, Leesburg, FL 34748, west of US Highway 27
PUD-23-484
AK#: 2546018
Legal Description Taken from Submitted Boundary Survey
Friday, May 24, 2024

Legal Description

AK#: 2546018

THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LESS THE NORTH 33 FEET THEREOF AND LESS SR 48 RIGHT OF WAY, LAKE COUNTY, FLORIDA.

BRIGHTLEAF CR 48 PUD
PLANNED UNIT DEVELOPMENT AGREEMENT
May 23, 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 **Brightleaf Properties, LLC 1133 Louisiana Acres, Suite 101, Winter Park, FL 32789,** (Sean Myers, Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 253 attached single-family residential units on approximately 37.7 acres, generally located north of County Road 48, and west of US Highway 27, 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 **Brightleaf Properties, LLC, 1133 Louisiana Acres, Suite 101, Winter Park, FL 32789,** (Sean Myers, Petitioner), 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 37.7 acres, shall be used for platted single family attached residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Attached single family residential units (townhomes).
2. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
3. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Detached single family residential units.
2. Duplex/Triplex uses.
3. Multi-family units (apartments, except that the townhome units may be offered for-rent).
4. Commercial uses (as a primary use).
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 253 single family residential units, at a gross density not to exceed 6.8 units per acre on the approximately 37.7-acre site, as shown on **Exhibit C, Master Development Plan**.

B. Lot sizes shall include a mix of 20-foot rear loaded lots, 20-foot front loaded lots, and 45-foot end lots. Front loaded lots shall be limited to the perimeter of the site. Two (2) options for the 20-foot rear loaded lot, are permitted herein. Both options for the 20-foot rear loaded lots are subject to the minimum lot development standards under Section 2, Development Standards, Item D.

C. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For all structures:
    a. Each dwelling unit shall have a minimum two off-street parking spaces.
    b. No more than 113 lots shall have front-loaded townhome units.
    c. No more than 116 lots shall have rear-loaded townhomes, including both unit typologies (fronting open space and fronting street.)
    d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
    e. 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.

2. For 20-foot townhome lots (Front-loaded):
    a. Minimum living area (under roof): 1,000 square feet.

b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
c. Maximum building height: 2 stories, or 35-feet
d. Minimum lot size shall be 2,000 square feet.
e. Minimum width:
Interior lot - 20 feet;
End unit lot – 30 feet
f. Minimum depth 100 feet
g. Minimum building setbacks:
Front – 22 feet;
Rear – 20 feet;
Side (between buildings) – 10 feet;
Side (street) – 15 feet.

3. For 20-foot townhome lots (Rear-loaded, fronting open space):
a. Minimum living area (under roof): 1,000 square feet.
b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
c. Maximum building height: 3 stories, or 35-feet
d. Minimum lot size shall be 2,000 square feet.
e. Minimum width:
Interior lot - 20 feet;
End unit lot – 30 feet
f. Minimum depth 100 feet.
g. Minimum building setbacks:
Front – 10 feet;
Rear – 7 feet;
Side (between buildings) – 10 feet;
Side (street) – 15 feet.

4. For 20-foot townhome lots (Rear-loaded, fronting street):
a. Minimum living area (under roof): 1,000 square feet.
b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
c. Maximum building height: 3 stories, or 35-feet
d. Minimum lot size shall be 2,000 square feet.
e. Minimum width:
Interior lot - 20 feet;
End unit lot – 30 feet
f. Minimum depth 100 feet.
g. Minimum building setbacks:
Front – 15 feet;
Rear – 7 feet;
Side (between buildings) – 10 feet;
Side (street) – 15 feet.

2. 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 buildings. Designs may vary throughout the development.

1) Dormers
2) Gables
3) Recessed or raised entries
4) Covered porch entries
5) Cupolas
6) Pillars or decorative posts
7) Bay window (minimum 12-inch projections)
8) Eaves (minimum 6-inch projections)
9) Front windows with arched glass tops and minimum 4-inch trim.
10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12) Stone accents
13) Shutters
14) Board and batten siding
15) Hardy board siding
16) Raised banding
17) Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).

3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

3. OPEN SPACE, LANDSCAPING & BUFFER REQURIEMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the eastern, western, and southern boundary of the property, unless otherwise provided for within these standards.

C. A minimum forty (40) foot buffer tract, with plantings as shown in Figure B, shall be required adjacent to the residential parcels to the north, as shown on **Exhibit C**.

D. Along County Road 48, the 25-foot buffer may be reduced if right of way is required by Lake County Public Works for future roadway improvements. In no case shall the buffer along County Road 48 be reduced to less than fifteen (15) feet.

E. One (1) canopy tree per townhome unit shall be planted interspersed between the town home buildings at no less than 50' spacing along the front. The balance of required trees shall be located between the townhome buildings.

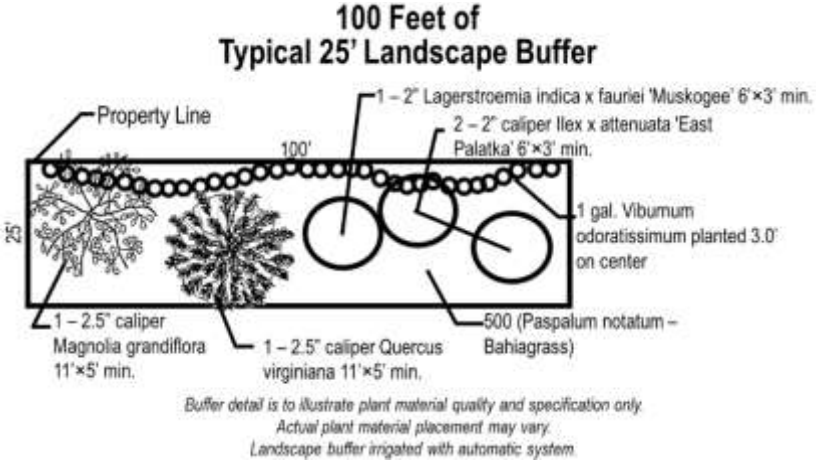
F. A six (6) foot high privacy fence shall be provided adjacent to the residential parcels to the north, as shown on the Master Development Plan. This fence shall be constructed of PVC, or other such synthetic material that allows for an opaque barrier.

G. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



H. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

I. 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.

4. SITE ACCESS AND SIGNAGE

A. 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 site plan application review process.

1) The primary vehicular access to the development shall be constructed as a divided boulevard type entrance.
2) The main divided boulevard type vehicular access shall be on CR 48, Lake County Access requirements permitting.
3) A gated emergency access on County Road 48 shall be required to the southwest corner of the parcel.

4) Any secondary access point on County Road 48 (excluding emergency access) shall be provided as required based on Lake County Access requirements.

5) A stub-out to the property to the west shall be required, shown on **Exhibit C**, per City of Leesburg Comprehensive Plan interconnectivity requirements. The location of the aforementioned stub-out to the west is conceptual and any changes to its location the conceptual plan may be approved by the Planning & Zoning Director.

6) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.

7) 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.

8) 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.

B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

C. The primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

D. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Planning & Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

5. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

G. Sidewalks shall be provided on both sides of the boulevard entrance road and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of the road. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. 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 association is an acceptable maintenance entity.

D. The existing 100-year flood plain shown shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a

suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.

J. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (50,600 square feet), or 1.16 total acres, whichever is greater.

B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking and at least one fenced children's playground or tot lot.

   a. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 150 residential units.

   b. The fenced children's playground or tot lot shall not be located adjacent to County Road 48 or an exterior access roadway.

C. Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, may be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C.**

   a. An ADA (Americans with Disabilities Act) compliant trail shall be constructed around the dry retention/flood compensation park. This trail shall be headed by an amenity center, as seen on **Exhibit C, Conceptual Site Plan**.

D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowners association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

a. There are no previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B **LEGAL DESCRIPTION**

THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LESS THE NORTH 33 FEET THEREOF AND LESS SR 48 RIGHT OF WAY, LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**



EXHIBIT D **CONCEPTUAL ELEVATIONS**

Front-loaded Townhomes



Rear-loaded Townhomes



EXHIBIT E **DARK SKY LIGHTING (Acceptable designs)**

TYPICAL DARK SKY LIGHTING FIXTURES



EXHIBIT F **ACCEPTABLE FENCE SAMPLES**



Figure A - Aluminum rail fence with brick-style monuments
Example Source Courtesy of Byron Fence
https://www.byronfence.com/commercial-fence



Figure B - Aluminum rail fence with stone-style monuments
Example Source Courtesy of Decoratedlife.com
https://decoratedlife.com/stunning-aluminum-fence-ideas/



Figure C - Aluminum rail fence
Example Source Courtesy of Vinyl Fence.com
https://www.buydirectvinylfence.com/5-tall-flat-top-3-rail-aluminum-fence.html

EXHIBIT G **DIVIDED BOULEVARD EXAMPLE AND PLANTINGS**

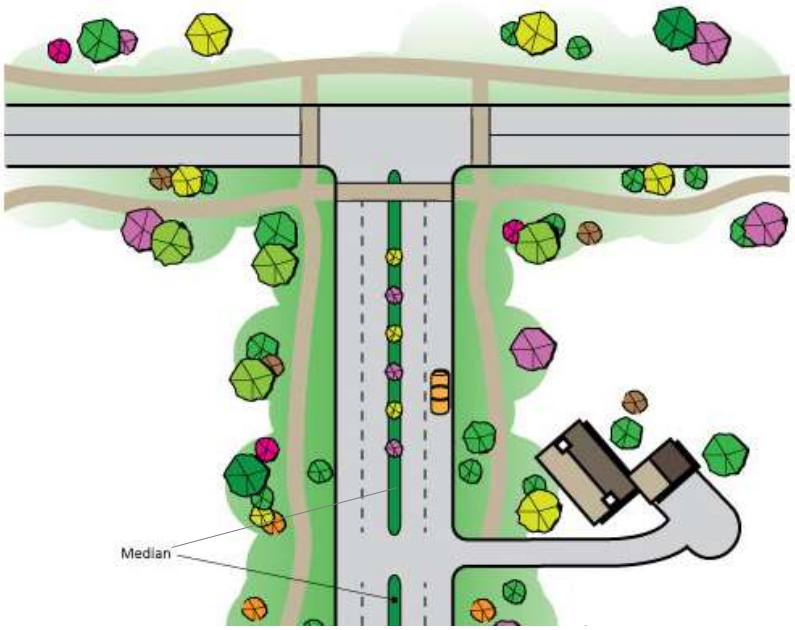


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm



Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/



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 PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	May 23, 2024
OWNER:	David & Beverly Ohnstad
PETITIONER:	Sean Myers, Brightleaf Properties
PROJECT:	Brightleaf CR 48
REQUEST:	Rezone from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow attached single-family development.
CASE NO.:	PUD-23-484

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County RMRP (Mobile Home Rental Park District), R-7 (Mixed Residential District), A (Agriculture); City of Leesburg CIP (Commercial/Industrial Planned), and C-3 (Highway Commercial).

2. There is no change proposed to the existing future land use designations of City Low Density Residential and General Commercial, which are compatible with proposed zoning and the current surrounding Future Land Use designations, including Lake County Urban Medium Density, Regional Commercial; City of Leesburg General Commercial, and Industrial.

3. The site is located near existing City utilities near County Road 48, including upcoming City utility improvements (lift station).

4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to approve the proposed rezoning from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: May 23, 2024
OWNER: David & Beverly Ohnstad
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: CR 48 Brightleaf Residential
REQUEST: Rezone from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow attached single-family development.
CASE NO.: PUD-23-484

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/17/2024.

FIRE

No comments received as of 5/17/2024.

ELECTRIC

This is outside Leesburg Electric Service territory. No objections. – Steve Davis, 5/2/2024.

GAS

Gas Department – No Comment or Concerns. - Wayne Williams, 5/1/2024.

GIS

GIS has no comments. – Nicholas Tota, 5/1/2024.

BUILDING

No comments received as of 5/17/2024.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 5/2/2024

ADDRESSING

No comments received as of 5/17/2024.

HOUSING & REDEVELOPMENT

No comments received as of 5/17/2024.

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/17/2024.

LAKE COUNTY SCHOOLS

See attached Adequate Public Facilities Determination.

PUBLIC RESPONSES

Approval

Disapproval
2

No comment

Notice of Appearance filed:
1

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

1. "Our main concern is the increase in traffic which affects our ability to leave & return to our home. At the moment, the intersection & the entrance to Pelican Isle is dangerous at the best of times during the daylight hours & more so at night with inadequate lighting. People seem to use the service road which starts at 48 running parallel to 27 across Publix, Ace Hardware, Dollar General, Oakwood to the Advance Auto with no heed to stop signs, other vehicles, bikes & pedestrians. We have witnessed a 3 car pileup by Perkins before sunrise when they were only 3 other cars on the road other than ours. There have been numerous accidents at the 27/48 intersection with injuries & fatalities. In the last 16-17 years we have noticed a spiraling increase in volume & problems with the traffic. We understand that progress is important, but the area cannot accommodate all the volume of people, traffic & noise that is connected with this fast moving development. We're well aware of the Villages expansion in our area & similar smaller developments but the infrastructure is inadequate to support the growth. Our neighbors are apprehensive when they have to leave their home for fear of being run over. Highway 27 is so backed up at times that a 20 minute drive to the turnpike can take an hour. The roads cannot accommodate the influx of people in their cars & trucks. This problem is only getting worse. As it stands now, the area is not capable of safely sustaining this growth without major restructuring, not the band aid approach we are seeing now. These are some of our concerns in regards to any new developments in our area." – Nicholas Cutts & Mary Bertucci, 5/15/2024.

2. "We are very concerned about the increase of permanent noise levels that will result in the development of this property. What is the plan for a conservation space on the north end of the property to provide a green space behind the properties located on South Pelican Isle Drive? Where is the water supply coming from? What are the north property setbacks?" – Lynn Eutzter Hensley, 5/17/2024.

LAKE COUNTY SCHOOLS

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandeburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

April 4, 2024

Andrew McCown
618 E South St, Suite 700
Orlando, FL 32801

RE: Brightleaf – CR 48 – City of Leesburg
Adequate Public Facilities Determination (LCS APF04-2024)
Alt Keys: 2546018 (W of US Hwy 27, N of CR 48)

Dear Mr. McCown:

The School District has reviewed the above-referenced development project information proposing 253 single-family attached (townhome-style) dwelling units on approximately 37.7 acres. The subject property is located west of US Highway 27 and north of County Road 48.

The proposed development has the potential to generate approximately 79 students (35 elementary, 18 middle, and 25 high school students) for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- **Leesburg Elementary School** **118%** Capacity
- **Oak Park Middle School** **91%** Capacity
- **Leesburg High School** **91%** Capacity

Currently, the district's Five-Year Capital Plan does include funding for a replacement Fruitland Park Elementary School, which is planned to open in the second semester of the 2024-2025 school year, as well as renovations to Beverly Shores Elementary School, which should be completed in 2026. These projects should provide enrollment relief at the elementary school level. The District is aware of the residential growth in this area and will continue to monitor the residential development to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute a school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6696 or by email at croneyh@lake.k12.fl.us.

Sincerely,

Heather Croney
Senior Planner
Growth Planning Department

Encl: Adequate Public Facilities Analysis

Lake County Schools
Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools — LCS APF04-2024
PROJECT NAME/CASE#	Brightleaf - CR 48 in Leesburg
ITEM DESCRIPTION	253 single family residential dwelling units (townhomes) on 37.7 acres
LOCATION	W of Hwy 27, N of CR 48, in Leesburg City limits
AK's	2546018

	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts
NEW DU IMPACT (units)				253	
STUDENT GENERATION	0.312	0.268	0.170	79	0
Elementary School	0.140	0.145	0.087	35	0
Middle School	0.072	0.059	0.041	18	0
High School	0.100	0.064	0.042	25	0

*Students generated may differ from distribution percentages due to rounding

CSA #11

	Enrollment 2023-2024	Permanent Capacity*	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Leesburg Elementary	878	741	118%	913	123%	No
Oak Park Middle	561	618	91%	579	94%	No
Leesburg High	1,783	1,963	91%	1,808	92%	No

Lake County School District Five-Year Plan, Fiscal Year 2023/2028

Comments: Sidewalks and pedestrian access were not reviewed.

Please note that this is NOT a School Concurrency capacity reservation.

***Permanent capacity does not include relocatables/portables.**

This review does not include already reserved capacities.

Prepared by: Heather Croney Lake County Schools Growth Planning Dept. Issue Date: revised 4/4/2024

"Equal Opportunity in Education and Employment"

MEMORANDUM

PROJECT:	TRANSPORTATION FACILITIES ANALYSIS
CASE:	CR 48 Brightleaf Residential
TO:	**Delivered via email:** Charlotte Davidson, PE, PTP E: CharlotteD@trafficmobility.com Andrew McCown, AICP E: A.McCown@gaiconsultants.com Michael Woods, Executive Director, Lake~Sumter MPO E: mwoods@lakesumtermpo.com City of Leesburg Public Works E: John.Borrow@leesburgflorida.gov E: Tracy.Bronson@leesburgflorida.gov Lake County Public Works Seth.Lynch@lakecountyfl.gov
FROM:	Max Van Allen, Planner, City of Leesburg
THROUGH:	Dan Miller, Director, Planning and Zoning, City of Leesburg
DATE:	May 16, 2024
STATUS:	**APPROVED Transportation Facilities Analysis**

The traffic impact analysis (TIA) has been reviewed by the City of Leesburg's traffic consultant and on May 16, 2024 the TIA received a recommendation for approval.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 23, 2024

OWNER: David & Beverly Ohnstad
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Brightleaf CR 48
REQUEST: Rezone from PUD (Planned Unit Development) and C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow attached single-family development.
CASE NO.: PUD-23-484

GENERAL LOCATION: North of County Road 48 and west of US Highway 27.

FUTURE LAND USE DESIGNATION: Low Density Residential and General Commercial.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – Lake County Urban Medium Density; City of Leesburg General Commercial, Industrial
East – City of Leesburg General Commercial
West – Lake County Regional Commercial

PROPOSED FUTURE LAND USE DESIGNATION: No change proposed.

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development) and C-3 (Highway Commercial).

SURROUNDING ZONING DESIGNATIONS:

North – Lake County RMRP (Mobile Home Rental Park District)
South – Lake County R-7 (Mixed Residential District); City of Leesburg CIP (Commercial/Industrial Planned), C-3 (Highway Commercial)
East – City of Leesburg C-3 (Highway Commercial)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant, pasture improved hay average.

SURROUNDING LAND USE:

North – Residential
South – Vacant Commercial, Vacant Industrial, Vacant Residential, Commercial
East – Commercial, Medical, Bank
West – Residential, Pasture Improved Hay Average, Landscape Nursery

PROPOSED LAND USE: 253 single-family attached (townhome) units and associated uses.

Locator



Planning & Zoning Division

N
W E
S

0 180 360 540 720
Feet

CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Aerial



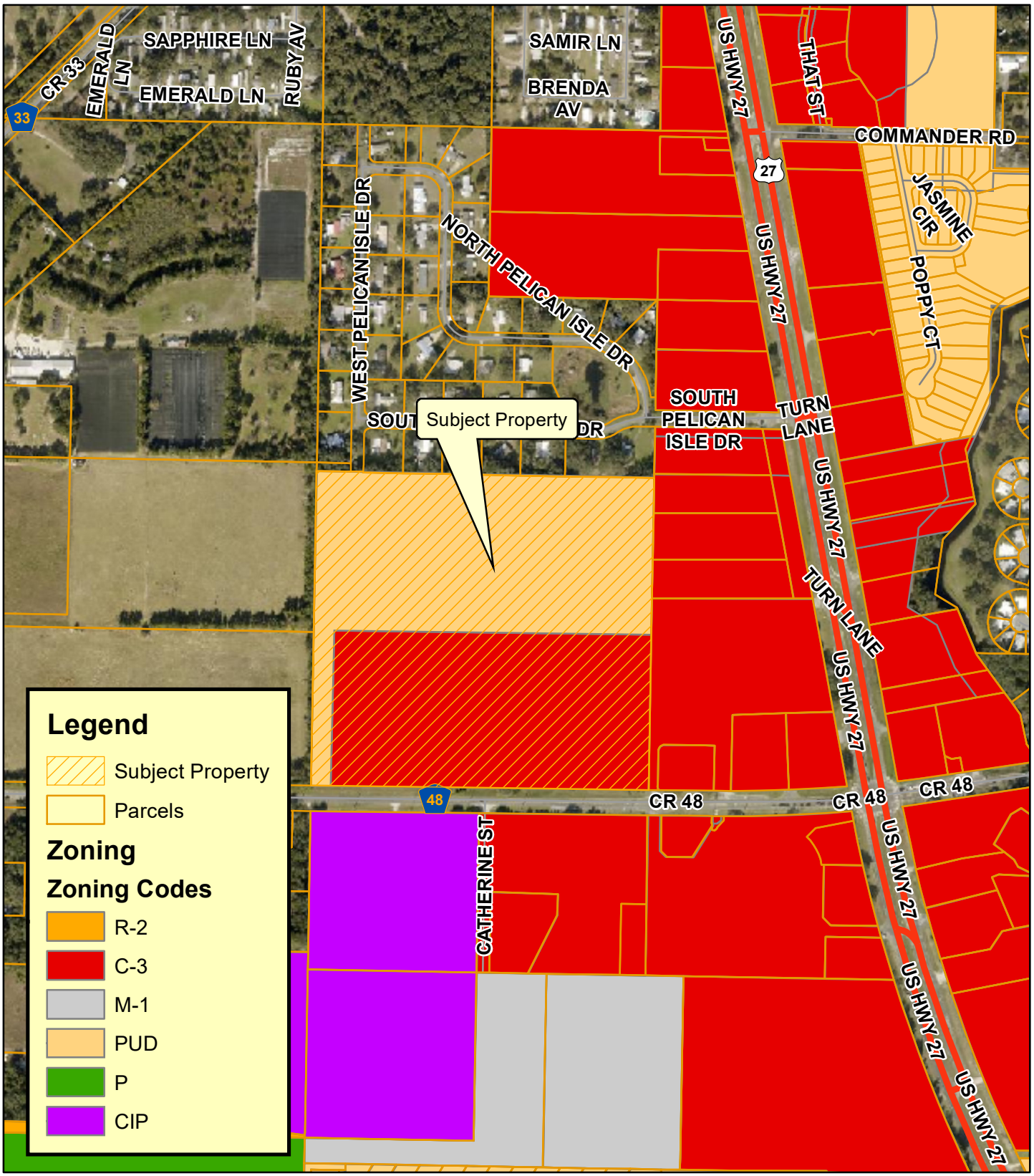
Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Zoning



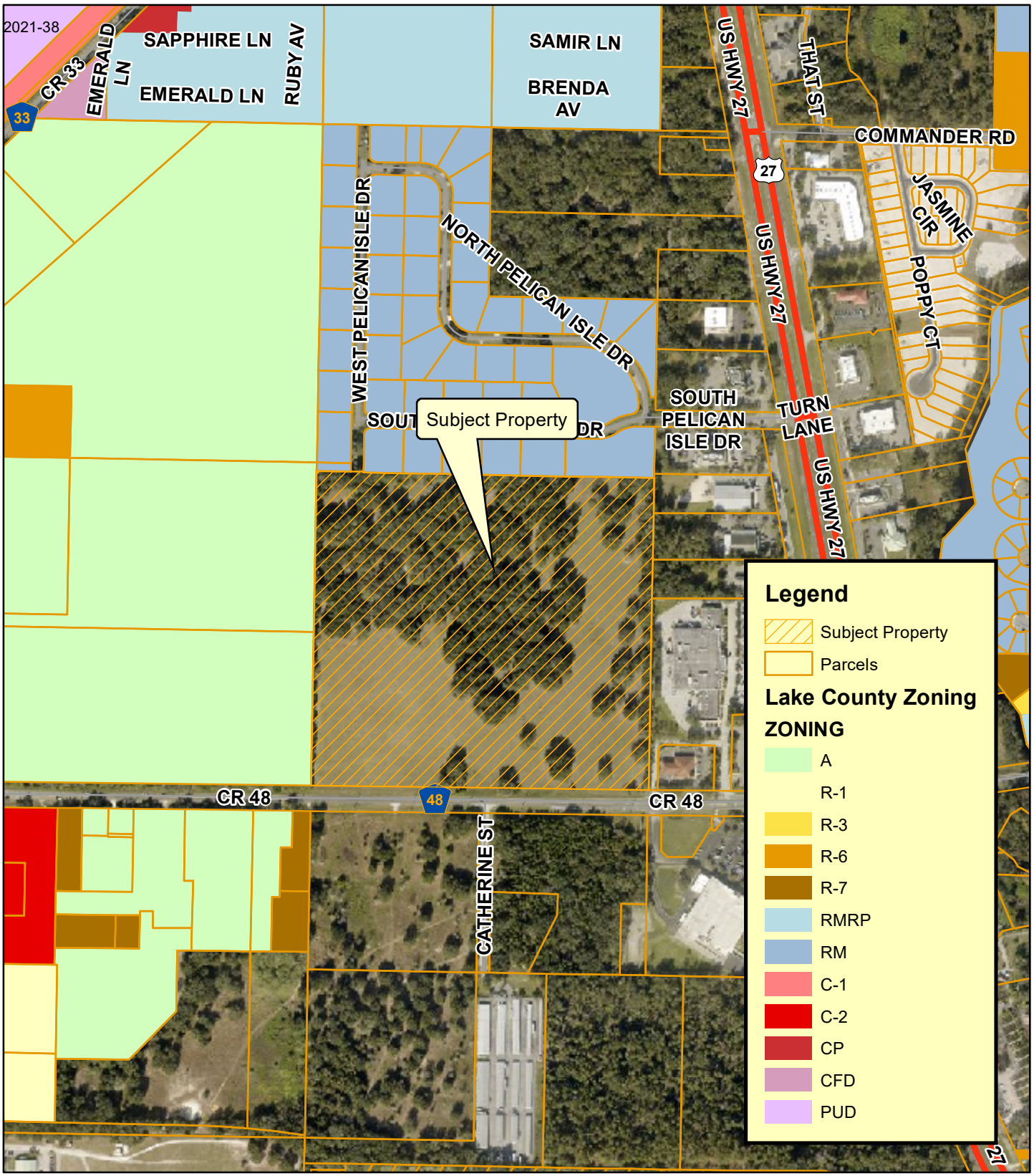
Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Lake County Zoning



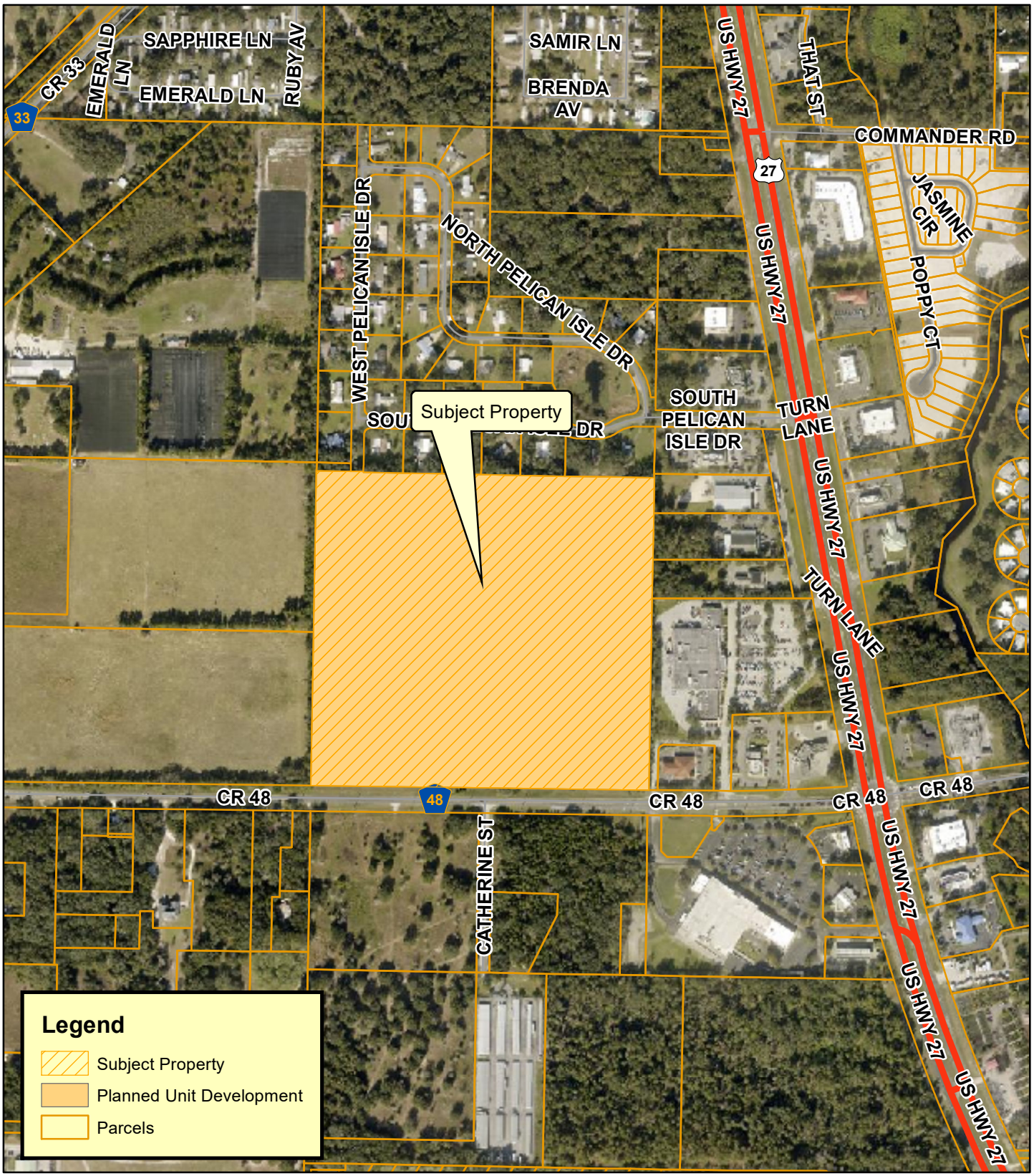
Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Proposed Zoning



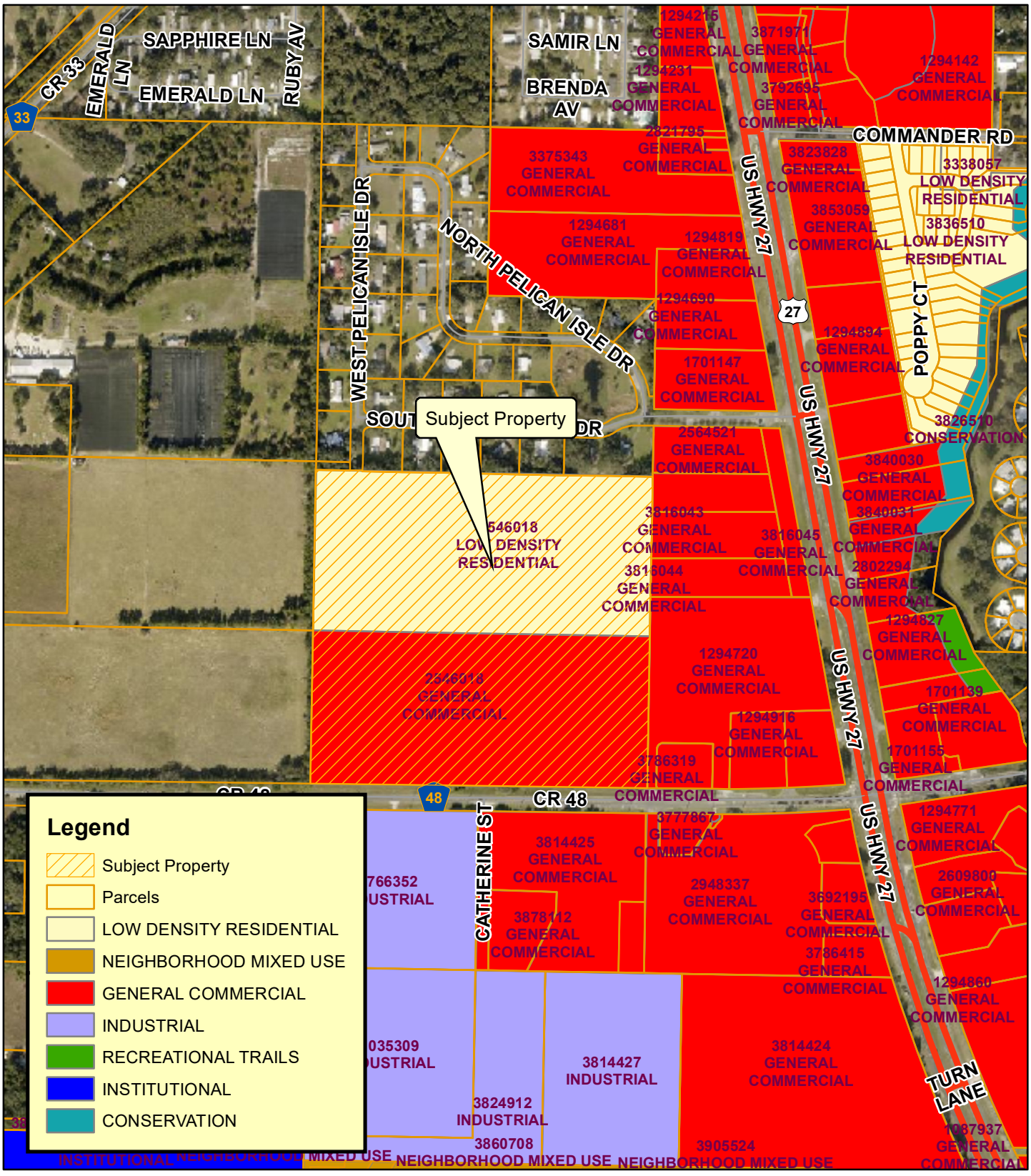
Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Future Land Use



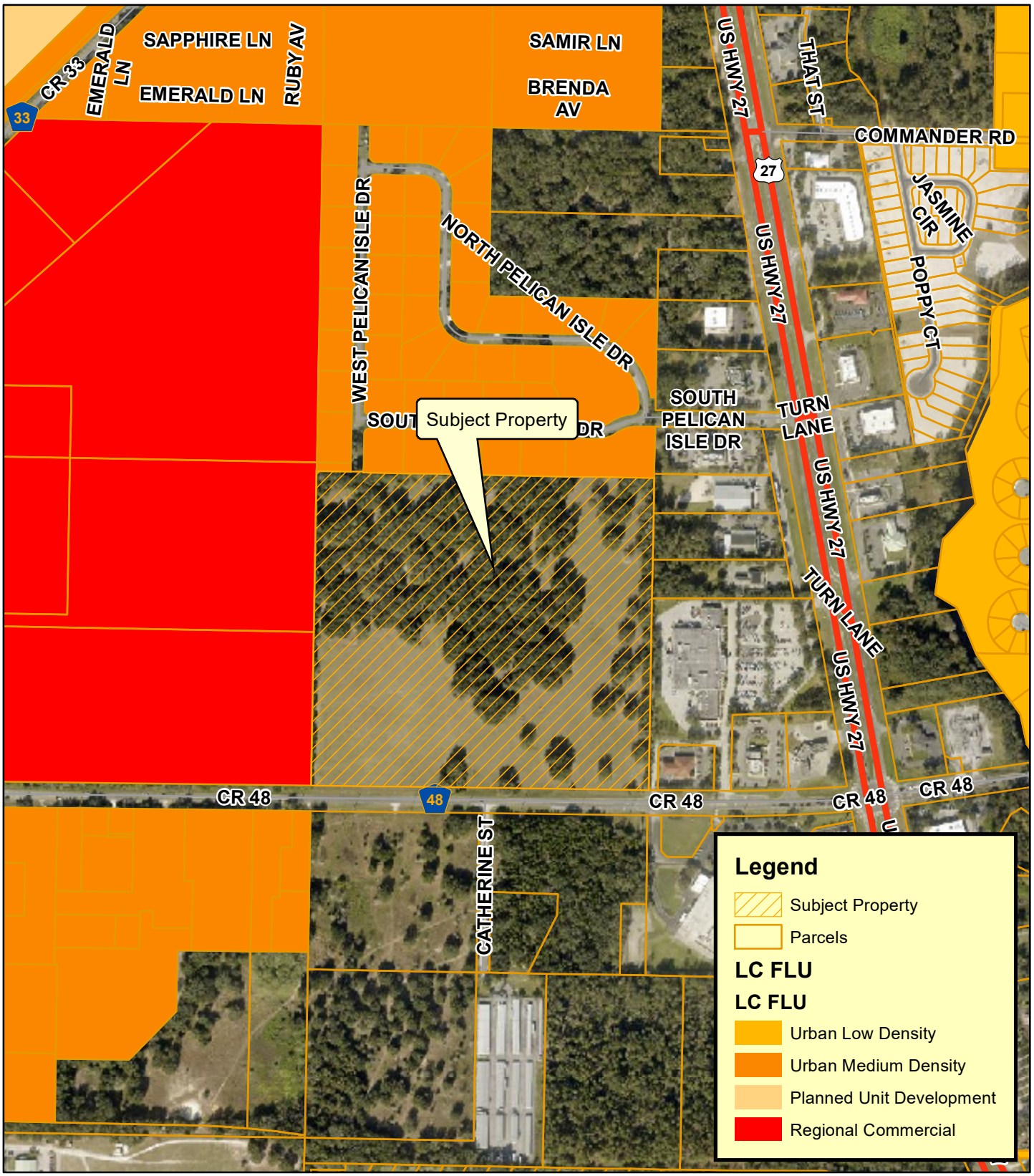
Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Lake County Future Land Use



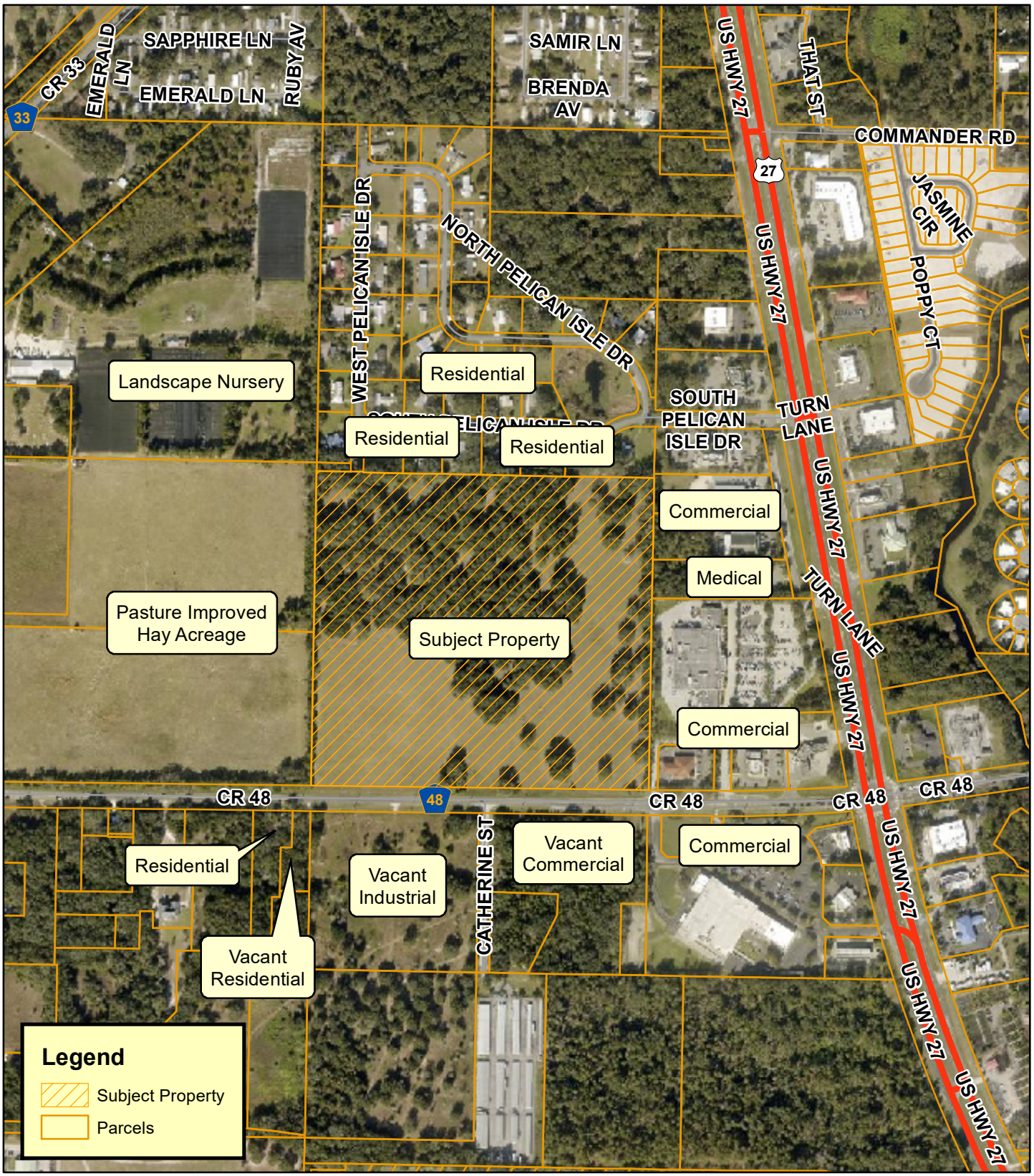
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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Surrounding Land Uses



Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

US Navy Impact Overlay



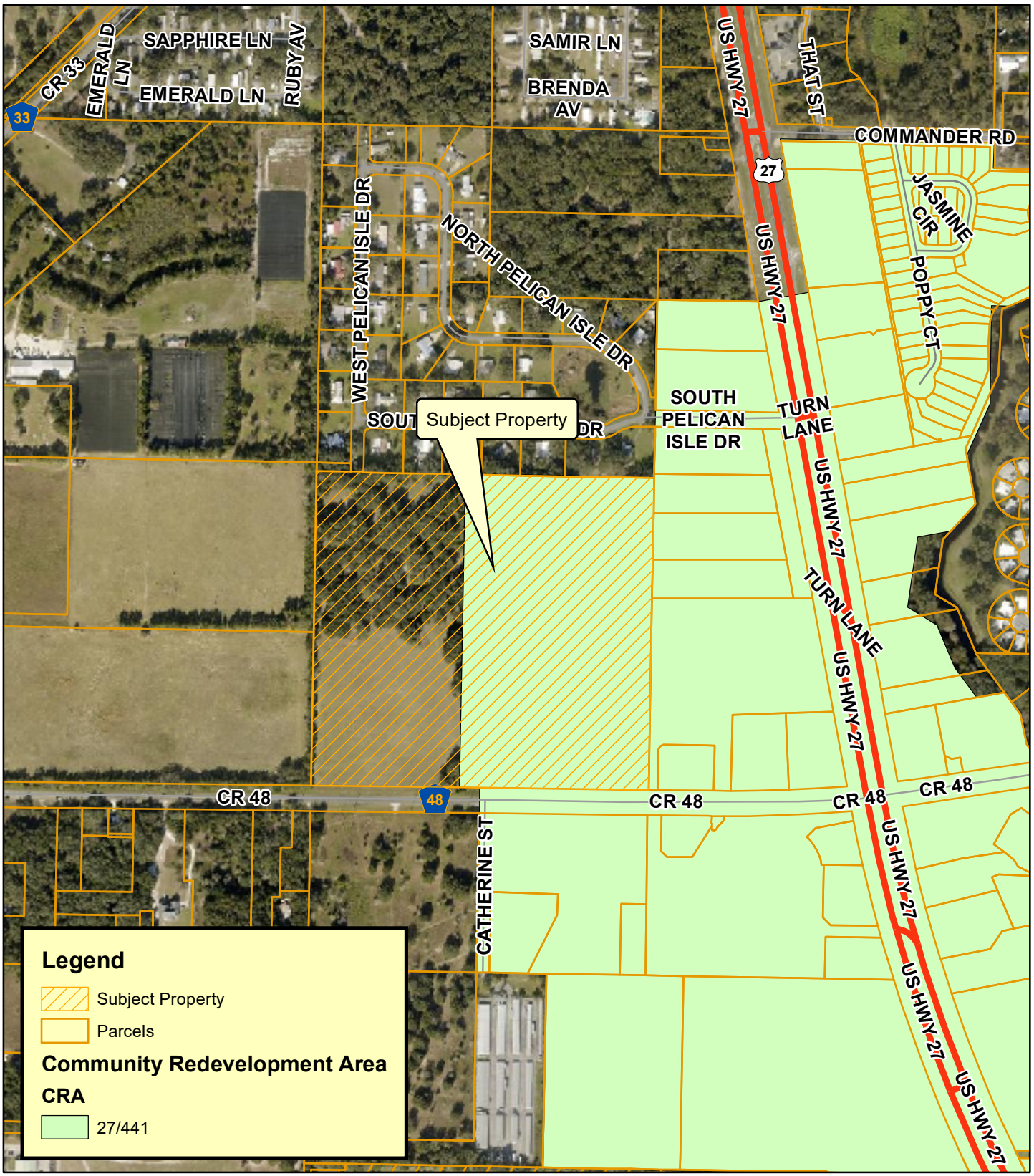
Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Community Redevelopment Area



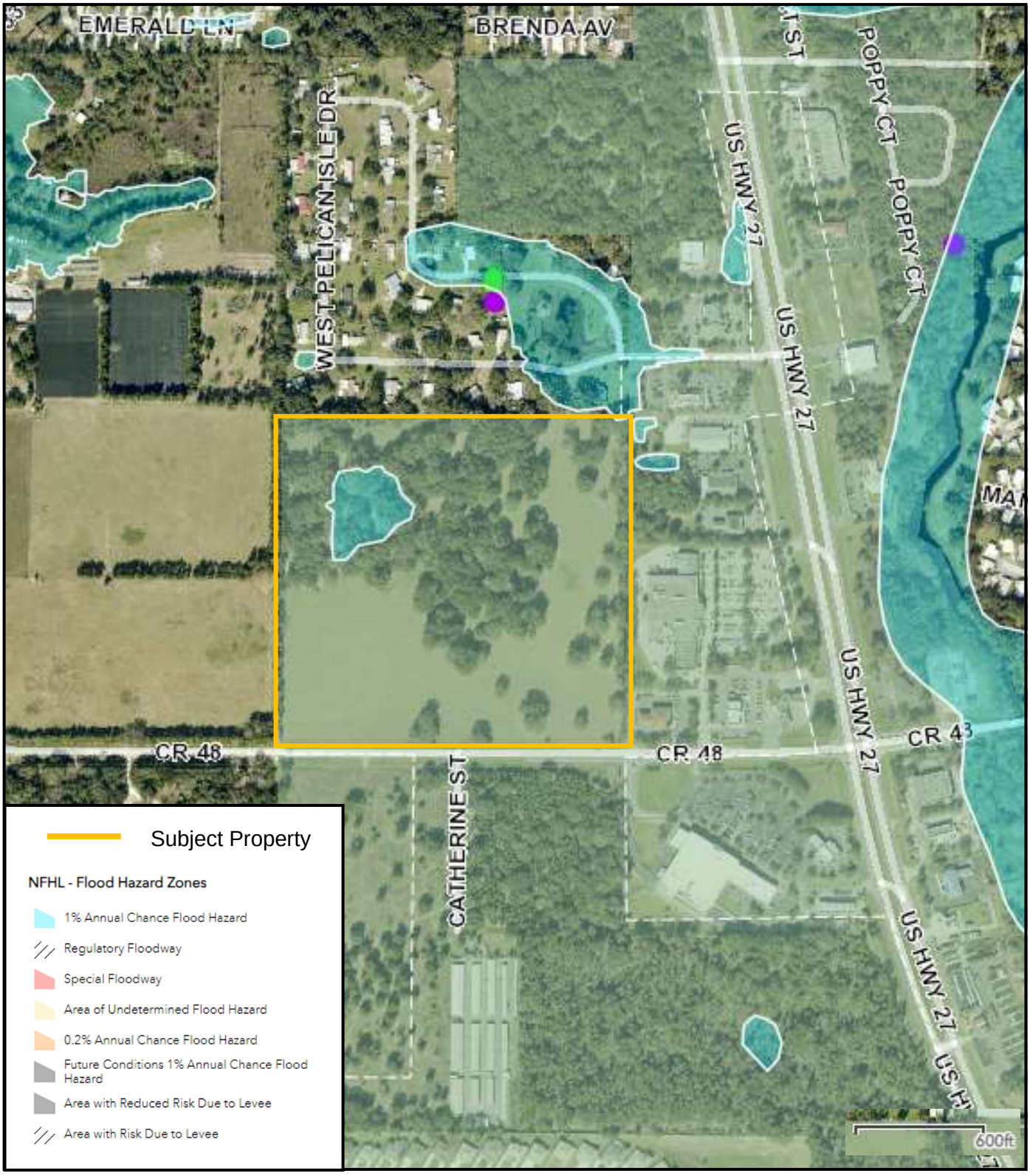
Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Flood Zone



Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Wetlands



Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024

Commission District



Planning & Zoning Division

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CR 48 Brightleaf Residential
PUD-23-484
County Road 48, Leesburg, FL 34748
AK #: 2546018
Section 14, Township 20 South, Range 24 East
April 24, 2024



Close up of Sign on Property from County Road 48.



Looking north from County Road 48.



Looking east along County Road 48.



Looking south across County Road 48.



Looking west along County Road 48.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: June 10, 2024

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

Subject: An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan Future Land Use Element to establish the Sunnyside Estates Objective and Policies, previously set forth in Resolution 7158, and known as the Sunnyside Task Force Study Report, for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East; and providing an effective date.

Staff Recommendation:
Planning and Zoning staff and Planning Commission recommend approval of the proposed Sunnyside Estates Text amendment to the City's Comprehensive Plan, Future Land Use Element.

Analysis:
This request is a text amendment to the Comprehensive Plan Future Land Use Element which will establish the Sunnyside Estates Objective and Policies within the Future Land Use element of the Comprehensive Plan.

The language herein contains an Objective and six policies and will establish residential densities compatible with the Sunnyside Estates area of the city. Staff will use this language to guide the recommendations for development in the Sunnyside area that lies within the city limits of Leesburg.

Procurement Analysis:
N/A

Options:
1. Approve the request to amend the Comprehensive Plan Future Land Use Element; or
2. Other action as the Commission may choose.

Fiscal Impact:
No fiscal impact is anticipated as a result of this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH THE SUNNYSIDE ESTATES OBJECTIVE AND POLICIES, PREVIOUSLY SET FORTH IN RESOLUTION 7158, AND KNOWN AS THE SUNNYSIDE TASK FORCE STUDY REPORT, FOR PROPERTIES GENERALLY LOCATED IN SECTIONS 19, 20, 21, 28, 29, 30, AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agency, 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;

See Attached Exhibits

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

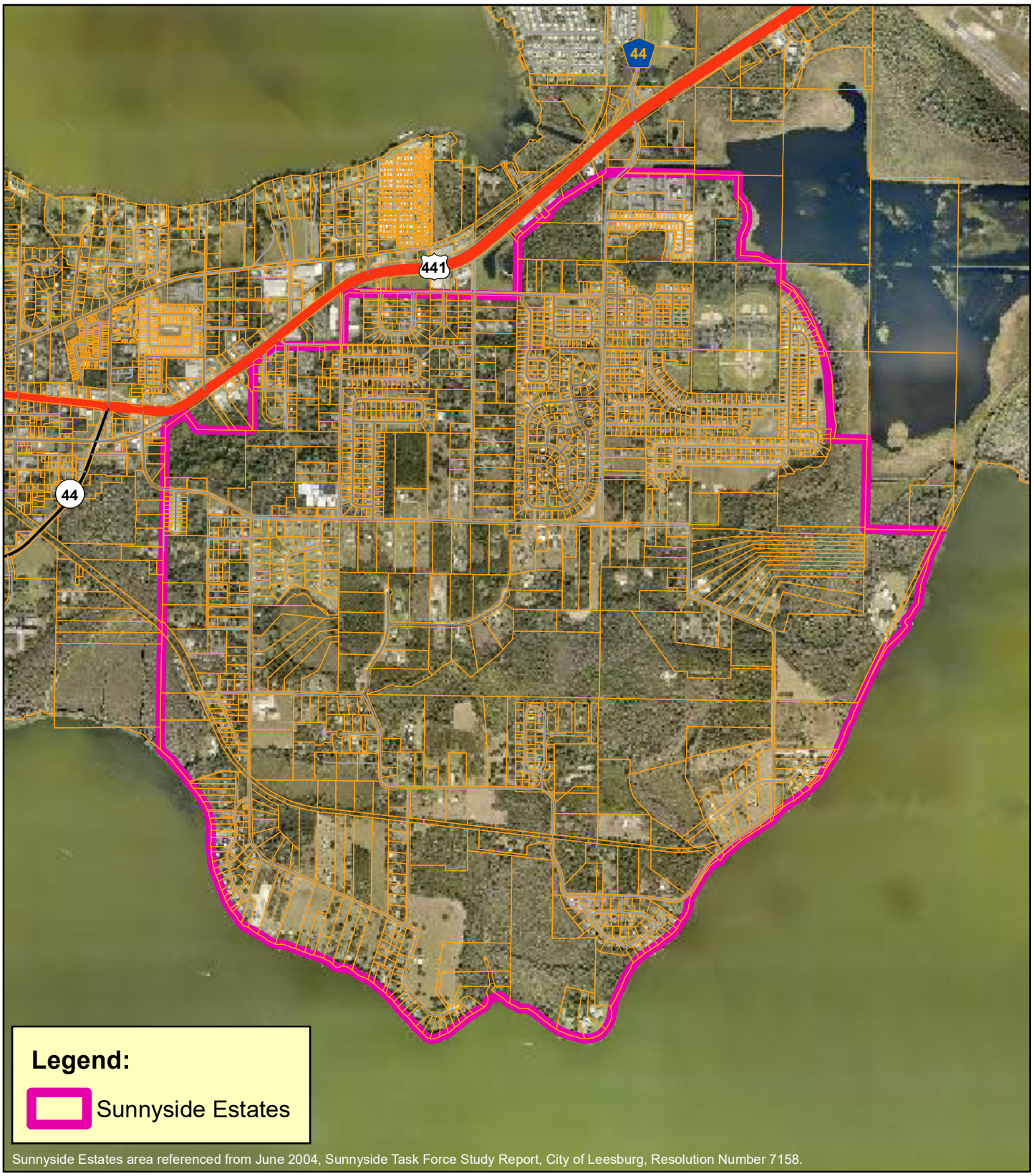
THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Sunnyside Task Force Study Report Area

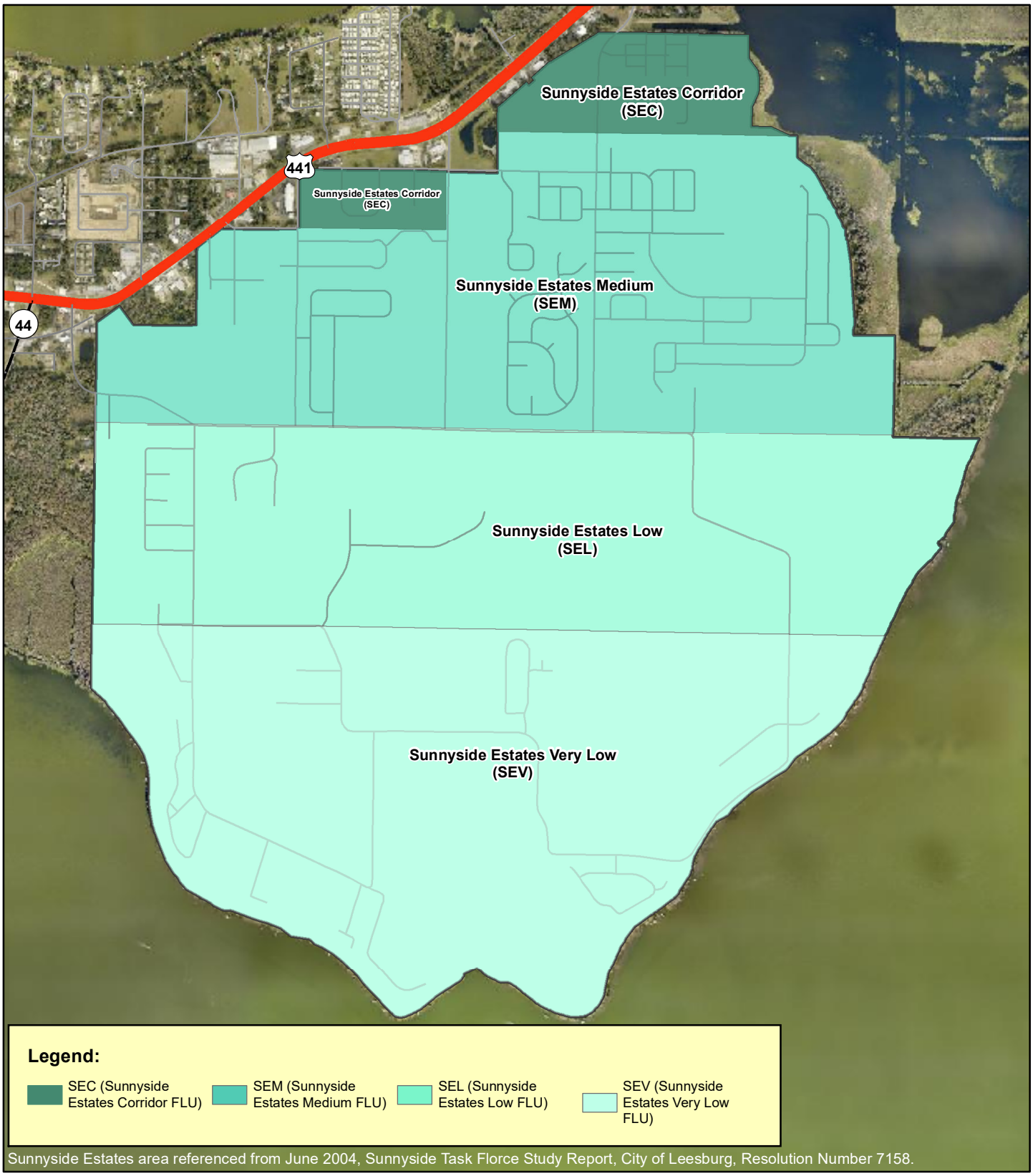


Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

Density Bands - Sunnside Estates



Sunnyside Estates area referenced from June 2004, Sunnyside Task Florce Study Report, City of Leesburg, Resolution Number 7158.

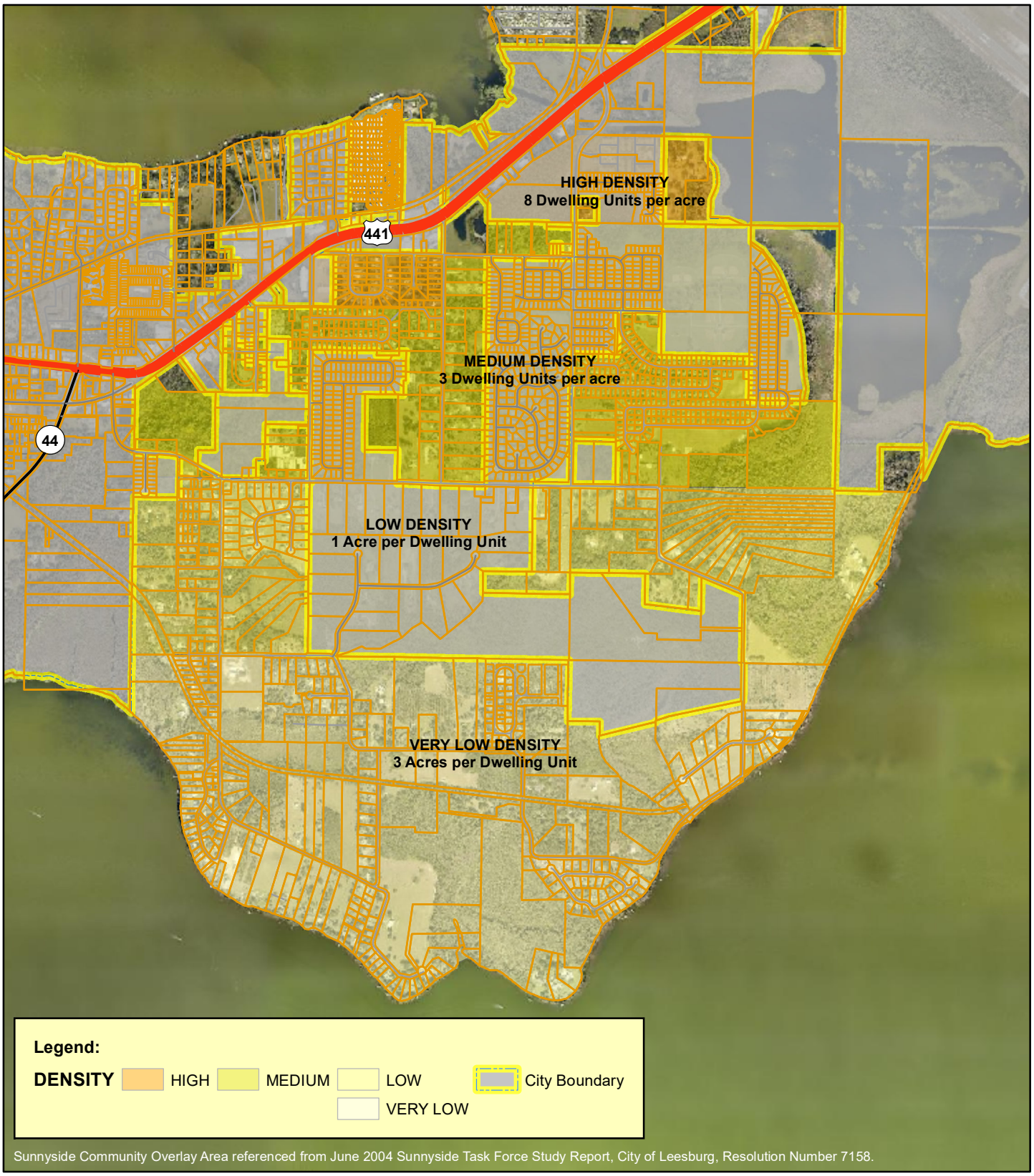
Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

Sunnyside Community Densities



Sunnyside Community Overlay Area referenced from June 2004 Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.

Planning & Zoning Division

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Proposed Zoning Densities:
High Density Residential - 8 dwelling units per acre
Medium Density Residential - 3 dwelling units per acre
Low Density Residential - 1 acre per dwelling unit
Very Low Density Residential - 3 acres per dwelling unit

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 23, 2024
JURISDICITON: City of Leesburg
PETITIONER: City of Leesburg
PROJECT: Sunnyside Estates
REQUEST: Comprehensive Plan Text, Map, and Zoning Code Amendments to establish and implement the 2004 Sunnyside Task Force Study Report as adopted by Resolution 7158.
CASE NO.: CPTA-23-588; LSCP-23-589; AMDT-23-590

GENERAL LOCATION: South of U.S. Highway 441, east of East Dixie Avenue and west of Leesburg International Airport.

FUTURE LAND USE DESIGNATION: Low Density Residential, High Density Residential, and Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: Sunnyside Estates (702 +/- acres)

Comprehensive Plan Text Amendment (CPTA-23-588):
The proposed Comprehensive Plan Text amendment to the City's Comprehensive Plan will establish the Sunnyside Estates Objective and Policies in the Future Land Use Element of the Comprehensive Plan.

The proposed Sunnyside Estates Future Land Use Objective and Policies implement the 2004 Sunnyside Task Force Study Report recommendations to maintain community character and density standards.

Large Scale Comprehensive Plan Map Amendment (LSCP-23-589):
The proposed request is to establish Sunnyside Estates (SE) Future Land Use Map designations consistent with the June 2004 Sunnyside Task Force Study Report.

The proposed request is to establish residential densities compatible with the Sunnyside Estates area of the city.

Ordinance Amendment (AMDT-23-590):
The proposed request will establish the Sunnyside Estates future land use designation in the City's Land Development Regulations (Zoning Code) to manage future development in the Sunnyside area within the corporate limits of the City of Leesburg.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

PROJECT: Comprehensive Plan Text Amendment
REQUEST: Sunnyside Estates
CASE NO.: CPTA-23-588
MEETING DATE: May 23, 2024

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed amendment to the City's Comprehensive Plan will establish the Sunnyside Estates Objective and Policies in the Future Land Use Element of the Comprehensive Plan.

2. The proposed Sunnyside Estates Future Land Use Objective and Policies implement the 2004 Sunnyside Task Force Study Report recommendations to maintain community character and density standards.

Action Requested:

1. Vote to approve the proposed Sunnyside Estates Text amendment to the City's Comprehensive Plan, Future Land Use Element, and forward to the City Commission for consideration.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH THE SUNNYSIDE ESTATES OBJECTIVE AND POLICIES, PREVIOUSLY SET FORTH IN RESOLUTION 7158, AND KNOWN AS THE SUNNYSIDE TASK FORCE STUDY REPORT, FOR PROPERTIES GENERALLY LOCATED IN SECTIONS 19, 20, 21, 28, 29, 30, AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

The City of Leesburg Comprehensive Plan is hereby amended to establish the Sunnyside Estates Future Land Use Category and shall be amended as attached and incorporated as set forth in Exhibit A of this Ordinance.

Section I.
The City Commission of the City of Leesburg desires to implement the recommendations of the June 2004 Sunnyside Task Force Study Report, and pursuant to the provisions of the Laws of Florida, the City of Leesburg Comprehensive Plan shall be amended as attached and incorporated as Exhibit A of this Ordinance, and said Amendment is hereby transmitted to the Florida Department of Commerce, State Land Planning Agency for review.

Section II.
In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

Section III.
If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section IV.
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

BY: _____
James A. Burry, Jr., MAYOR

Attest: _____
J. Andi Purvis, CITY CLERK

B.1.q. Sunnyside Estates Introduction

The Sunnyside Estates Future Land Use category shall be used to identify, manage and control growth on land areas located within the city limits of Leesburg that lie within the Sunnyside Task Force Study Report area dated June 28, 2004, as issued by the city commission under Resolution 7158. This shall extend to and specifically include all lands lying within the Task Force Study Report area which have been annexed into the city on or after June 28, 2004. The Sunnyside Task Force Study Report, dated June 2004 is hereby adopted by reference into the City of Leesburg's Comprehensive Plan.

Objective 1.16 Sunnyside Estates
The City of Leesburg shall implement and enforce policies and programs designed to preserve and reinforce the positive qualities of the established Sunnyside Estates community, its lifestyle and the charm presently enjoyed in the Sunnyside Community, and thereby ensure that these qualities are available to future residents.

Policy1.16.1 The purpose of the Sunnyside Estates Future Land Use category shall be to 1) protect existing development from increased levels of density; 2) limit new development to density levels as expressed in the Sunnyside Task Force Study Report of June 28, 2004, the 2045 City of Leesburg Comprehensive Plan, and 3) allow for new development consistent with established Sunnyside Estates development patterns.

Policy 1.16.2 Sunnyside Estates Future Land Use category shall consist of one future land use category, Sunnyside Estates (SE), with four (4) distinct maximum density bands:

1) Sunnyside Estates Corridor Density – (SEC) – up to 8 dwelling units per gross acre,
2) Sunnyside Estates Medium Density – (SEM) – up to 3 dwelling units per gross acre,
3) Sunnyside Estates Low Density – (SEL) – up to 1 dwelling unit per 1 gross acre, and
4) Sunnyside Estates Very Low Density – (SEV) – up to 1 dwelling unit per 3 gross acres.

Policy 1.16.3 The City of Leesburg shall allow for the placement of gateway / landmark features to define the Sunnyside Estates area as defined by the Sunnyside Task Force Study Report of June 28, 2004.

Policy 1.16.4 Standards for new development shall preserve the character of the Sunnyside Community as defined by the Sunnyside Task Force Study Report of June 28, 2004.

Policy 1.16.5 Development shall consider existing aesthetics in site design to include, but not limited to, parking, lighting, signage, open space, architecture, building scale and landscaping.

Policy 1.16.6 Annexations into the corporate limits of the City of Leesburg shall be voluntary. Connection to City of Leesburg utilities is required. Property annexed shall be zoned into a Planned District. Densities permitted on properties annexed into the corporate limits of the City of Leesburg shall be as stated in the density bands herein.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: June 10, 2024

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

Subject: An Ordinance of the City Of Leesburg, Florida amending Part II, Chapter 25 of the Municipal Code, adding Section 25-269 (3) Future Land Use Districts; and providing an effective date. (SS Ordinance Amendment Chapter 25 - Zoning)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the request to amend the City of Leesburg Code of Ordinances, Part II, Chapter 25, by adding Section 25-269 (3) Future Land Use Districts.

Analysis:
The City of Leesburg Code of Ordinances includes Section 25-269, Chapter 25, Part II, that establishes zoning districts in the City of Leesburg. This amendment adds Future Land Use Designations to the Code of Ordinances that, if adopted, will include Sunnyside Estates (SE) future land use designation.

The *Sunnyside Estates* future land category shall consist of one future land use category containing four (4) "density bands." These bands are entitled:

1) Sunnyside Estates Very Low Density (up to 1 unit per 3 acres);
2) Sunnyside Estates Low Density (up to 1 unit per acre);
3) Sunnyside Estates Medium Density (up to 3 units per acre);
4) Sunnyside Estates Corridor Density (up to 8 units per acre).

Each band is geographically distinct and consistent with the 2004 Sunnyside Task Force Study Report as adopted by Resolution 7158 in 2004.

Procurement Analysis:
N/A

Options:
1. Approve the requested Ordinance Amendment adding Future Land Use Designations to the Code of Ordinances and adopting and adding the *Sunnyside Estates* Future Land Use category to the Code of

Ordinances; or
2. Other such 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 AMENDING PART II, CHAPTER 25 OF THE MUNICIPAL CODE, ADDING SECTION 25-269 (3) FUTURE LAND USE DISTRICTS; AND PROVIDING AN EFFECTIVE DATE. (SS ORDINANCE AMENDMENT CHAPTER 25 - ZONING)

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 City of Leesburg's Code of Ordinances by adding Future Land Use Designation to the Code of Ordinances and adopting and adding the *Sunnyside Estates* Future Land Use category to the Code of Ordinances, 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 Commission, is hereby amended in the following manner;

The City of Leesburg Code of Ordinances, Section 25-269, Chapter 25, Part II, is hereby amended to add Future Land Use Designations to the Code of Ordinances and adopt *Sunnyside Estates* Future Land Use category as seen in the attached exhibits, to the Code of Ordinances;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

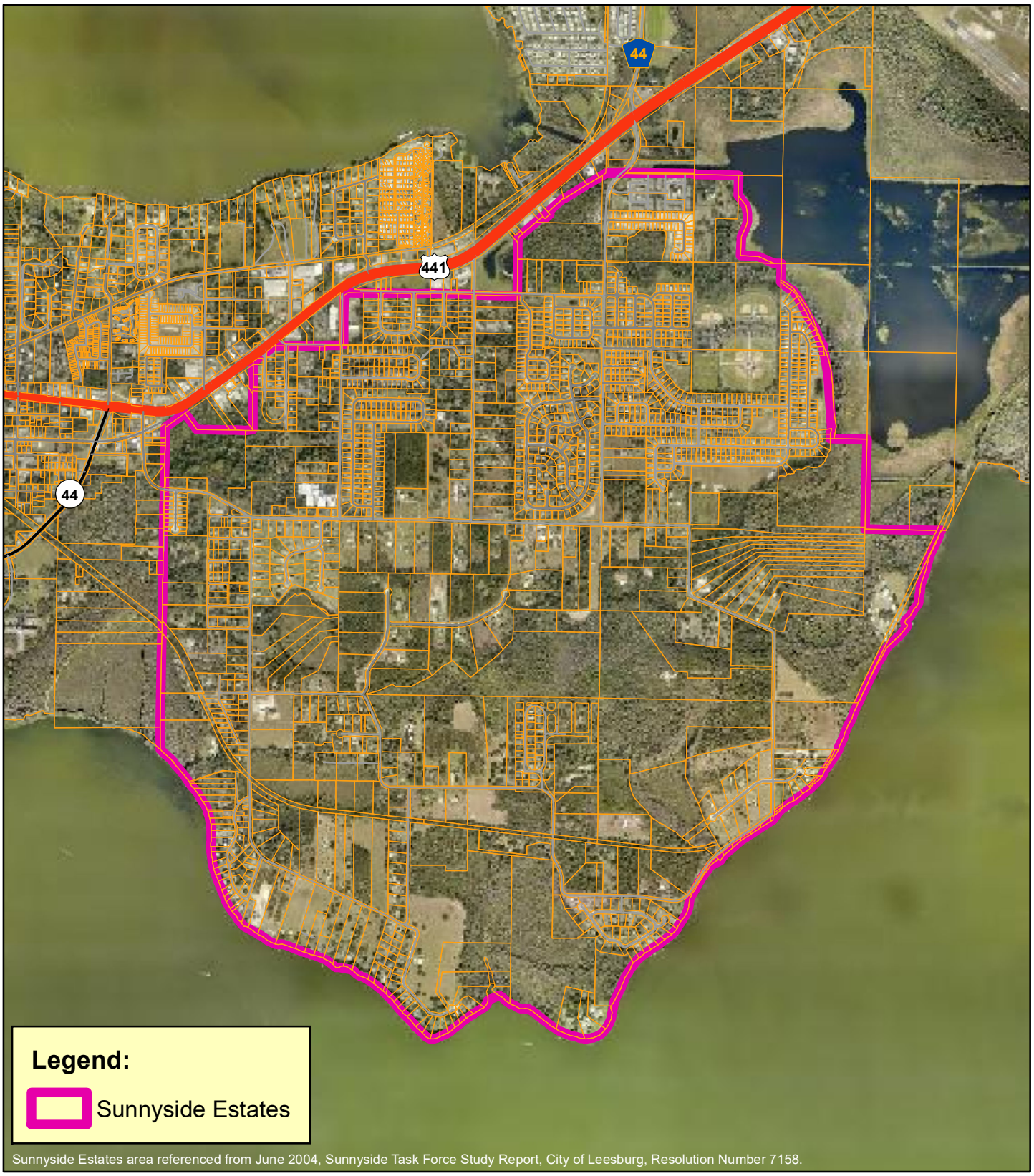
THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Sunnyside Task Force Study Report Area

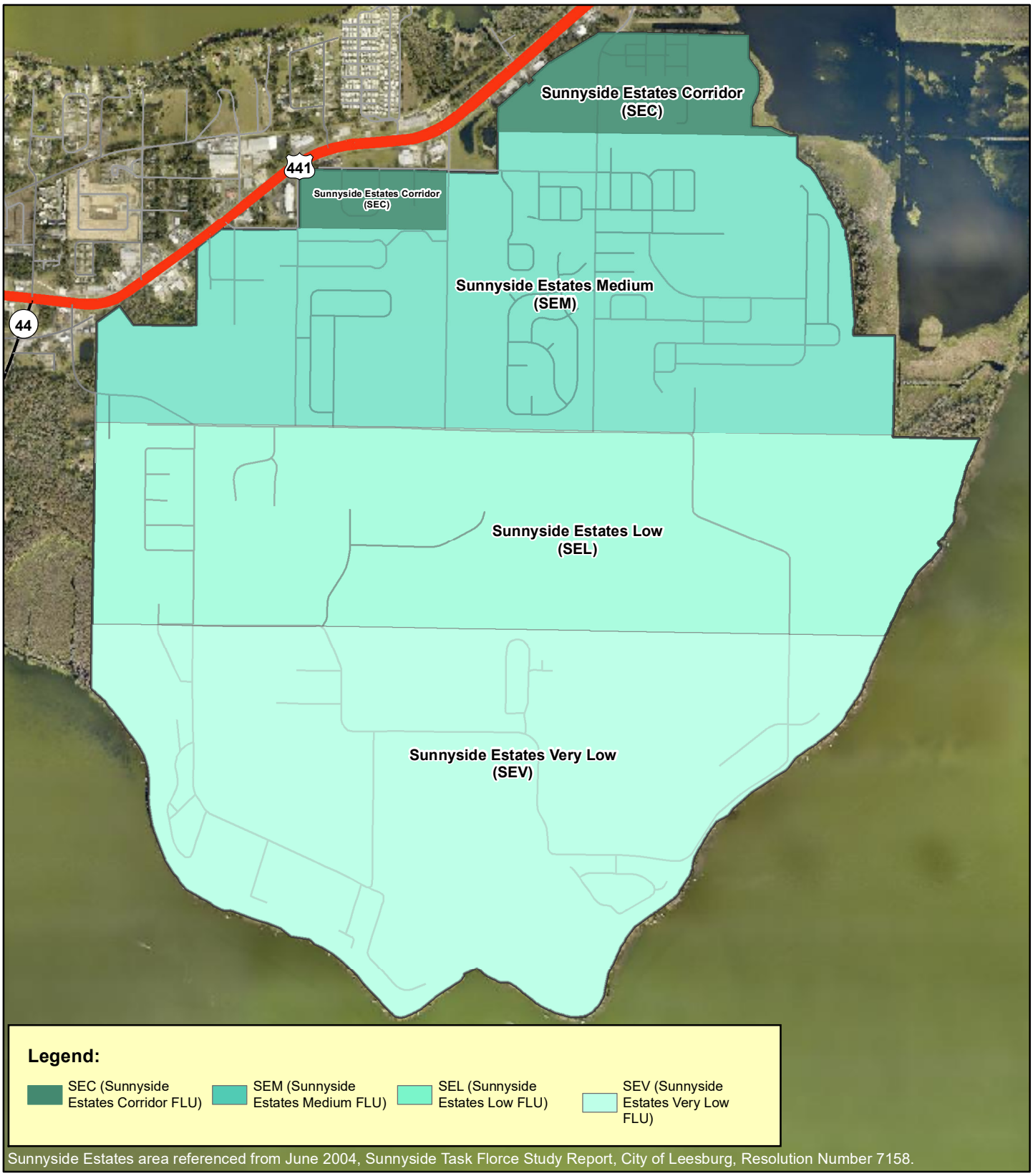


Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

Density Bands - Sunnside Estates



Sunnyside Estates area referenced from June 2004, Sunnyside Task Florce Study Report, City of Leesburg, Resolution Number 7158.

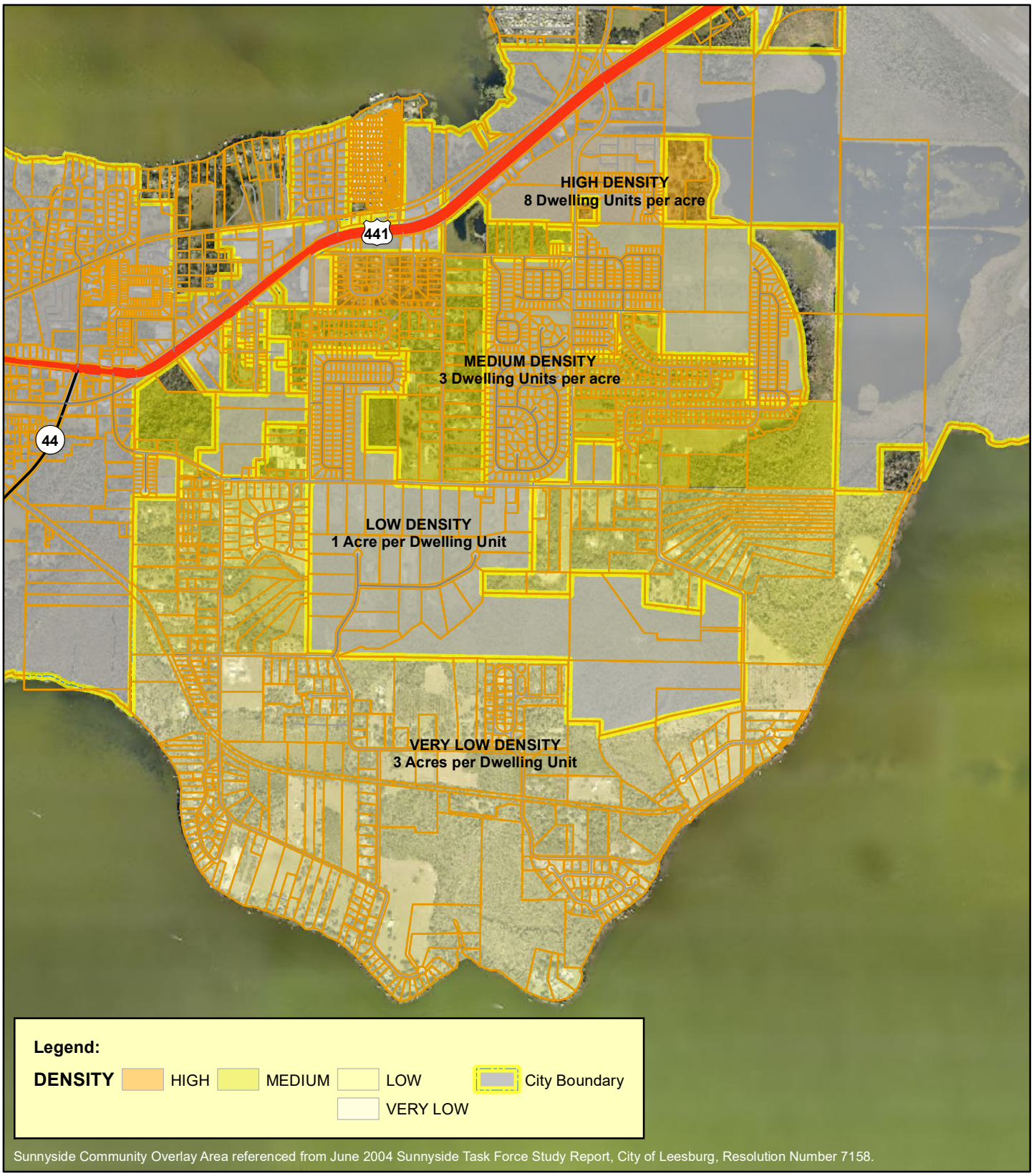
Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

Sunnyside Community Densities



Sunnyside Community Overlay Area referenced from June 2004 Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.

Planning & Zoning Division

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Proposed Zoning Densities:
High Density Residential - 8 dwelling units per acre
Medium Density Residential - 3 dwelling units per acre
Low Density Residential - 1 acre per dwelling unit
Very Low Density Residential - 3 acres per dwelling unit

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 23, 2024
JURISDICITON: City of Leesburg
PETITIONER: City of Leesburg
PROJECT: Sunnyside Estates
REQUEST: Comprehensive Plan Text, Map, and Zoning Code Amendments to establish and implement the 2004 Sunnyside Task Force Study Report as adopted by Resolution 7158.
CASE NO.: CPTA-23-588; LSCP-23-589; AMDT-23-590

GENERAL LOCATION: South of U.S. Highway 441, east of East Dixie Avenue and west of Leesburg International Airport.

FUTURE LAND USE DESIGNATION: Low Density Residential, High Density Residential, and Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: Sunnyside Estates (702 +/- acres)

Comprehensive Plan Text Amendment (CPTA-23-588):
The proposed Comprehensive Plan Text amendment to the City's Comprehensive Plan will establish the Sunnyside Estates Objective and Policies in the Future Land Use Element of the Comprehensive Plan.

The proposed Sunnyside Estates Future Land Use Objective and Policies implement the 2004 Sunnyside Task Force Study Report recommendations to maintain community character and density standards.

Large Scale Comprehensive Plan Map Amendment (LSCP-23-589):
The proposed request is to establish Sunnyside Estates (SE) Future Land Use Map designations consistent with the June 2004 Sunnyside Task Force Study Report.

The proposed request is to establish residential densities compatible with the Sunnyside Estates area of the city.

Ordinance Amendment (AMDT-23-590):
The proposed request will establish the Sunnyside Estates future land use designation in the City's Land Development Regulations (Zoning Code) to manage future development in the Sunnyside area within the corporate limits of the City of Leesburg.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

PROJECT: Sunnyside Estates
REQUEST: Land Development Regulations - Code Amendments
Part II Chapter 25, Section 25-269
CASE NO.: AMDT-23-590
MEETING DATE: May 23, 2024

BACKGROUND

The City of Leesburg Code of Ordinances includes Section 25-269, Chapter 25, Part II, that establishes zoning districts in the City of Leesburg. This amendment adds *(3) Future land use districts* to the Code of Ordinances.

This amendment creates Sunnyside Estates future land use that consists of four (4) density bands: 1) Sunnyside Estates Very Low Density lying adjacent to Lake Harris in the south, then moving northward to 2) Sunnyside Estates Low Density, then moving northward to 3) Sunnyside Estates Medium Density, and 4) Sunnyside Estates Corridor Density lying adjacent to the U.S. Highway 441 corridor. This request is consistent with the 2004 Sunnyside Task Force Study Report as adopted by Resolution 7158.

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to amend the Land Development Regulations as shown in *Exhibit A,* is consistent with appropriate legally mandated planning and development practices in Florida, including the establishment of land development regulations.

2. The proposed request will establish the Sunnyside Estates future land use designation to manage future development in the Sunnyside area within the corporate limits of the City of Leesburg.

Action Requested:

1. Vote to approve the proposed amendment to the City's Land Development Regulations, as shown in *Exhibit A,* and forward to the City Commission for consideration.

§25-269 – Establishment of districts of the Code of Ordinances of the City of Leesburg is amended to read as set forth below:

For the purpose of protecting, promoting and improving the public health, safety, comfort, order, appearance, convenience, morals and general welfare of the community, the city is hereby divided into the following types of zoning districts:

(1) Active districts.

BASE DISTRICTS	
Residential Districts	
RE-1	Estate Density Residential
R-1-A	Single Family Residential
R-1	Low Density Residential
R-2	Medium Density Residential
R-3	High Density Residential
Commercial and Industrial Districts	
R-P	Residential/Professional Office
C-1	Neighborhood Commercial
C-2	Community Commercial
C-3	Highway Commercial
M-1	Industrial
Planned Development Districts	
ARD	Age Restricted Development
SPUD	Small Planned Unit Development
PUD	Planned Unit Development

Special Purpose Districts	
CBD	Central Business District
I	Institutional
P	Public
OVERLAY DISTRICTS	
PDO	Planned Development Overlay
HPO	Historic Preservation Overlay
TDO	Traditional Design Overlay
CDO	Contemporary Design Overlay
AZO	Airport Zones Overlay

(2) The following zoning districts exist on the official zoning map; however, no new lands in the City of Leesburg shall be rezoned to these designations.

INACTIVE DISTRICTS	
A	Agricultural
C-4	Mixed Commercial
PSC	Pine Street Commercial
M-2	Commercial/Industrial
CIP	Commercial/Industrial Planned

(3) Future land use designations

The Future Land Use Element of the City of Leesburg Comprehensive Plan (2012) designates areas that are appropriate to accommodate future growth within the 25-year planning timeframe and influences the location of land use types and the density allowable in specified areas. These land use designations were developed for many functions to ensure adequate locations for all types of uses within the City. The designations are intended to be tools to protect the City's natural resources; to provide transitional uses to protect the quality of life; and, to ensure that development does not occur before infrastructure and public facilities are in place concurrently to serve the development.

FUTURE LAND USE DESIGNATIONS
Sunnyside Estates
Sunnyside Estates Very Low Density
Sunnyside Estates Low Density
Sunnyside Estates Medium Density
Sunnyside Estates Corridor Density
Estate Density Residential
Low Density Residential
Medium Density Residential
High Density Residential
Neighborhood Mixed Use
SP Mixed Use
Transitional
Downtown Mixed-Use
General Commercial
Industrial
Industry and Technology Commerce Park

Recreation
Institutional
Conservation
Age Restricted Development
Orange Bend

(Ord. No. 04-27, § V(4.3), 5-10-04; Ord. No. 08-62, § I, 7-14-08; Ord. No. 18-03, § I, 2-12-18)

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.8.

Meeting Date: June 10, 2024

From: Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

Subject: An Ordinance of the City of Leesburg, Florida amending the Comprehensive Plan Future Land Use Map by redesignating the future land use designation of certain property from Low Density Residential, High Density Residential, and Estate Residential to Sunnyside Estates (SE) for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East; and providing an effective date. (Sunnyside Estates Comprehensive Plan FLU Map Amendment)

Staff Recommendation:
Planning and Zoning Staff and the Planning Commission recommend approval of the request to amend the Future Land Use Map of the City of Leesburg's Comprehensive Plan Future Land Use Element.

Analysis:
The request proposed herein is to establish the Sunnyside Estates (SE) Future Land Use Map Designation.

This new Future Land Use category, as presented, is consistent with the findings and recommendations of the 2004 Sunnyside Task Force Study Report, and the findings and recommendations of the Special Magistrate pursuant to the *Sunnyside Landing/City of Leesburg Section 70.51 F.S. Proceeding.* Said proceeding was pursued based on *Sunnyside Lake Landing Holding, LLC and Cenizo Ventures Florida, LLC v. City of Leesburg.*

This request, as presented, will establish residential densities compatible with the current development fo the Sunnyside Estates area of the city. Further development within this area will be subject to these regulations.

The Leesburg Planning Commission, at a regularly scheduled public hearing on May 23, 2024, recommended approval of this request.

Procurement Analysis:
N/A

Options:

1. Approve the request to create a new Future Land Use category entitled Sunnyside Estates; 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 AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP BY REDESIGNATING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY FROM LOW DENSITY RESIDENTIAL, HIGH DENSITY RESIDENTIAL, AND ESTATE RESIDENTIAL TO SUNNYSIDE ESTATES (SE) FOR PROPERTIES GENERALLY LOCATED IN SECTIONS 19, 20, 21, 28, 29, 30, AND 32, TOWNSHIP 19 SOUTH, RANGE 25 EAST; AND PROVIDING AN EFFECTIVE DATE. (SUNNYSIDE ESTATES COMPREHENSIVE PLAN FLU MAP AMENDMENT)

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 Element Future Land Use Map is amended by the creation of a new Future Land Use designation entitled Sunyside Estates, as shown on the attached maps of said area, in Leesburg, Lake County Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular

meeting held on the _____ day of _____ 2024.

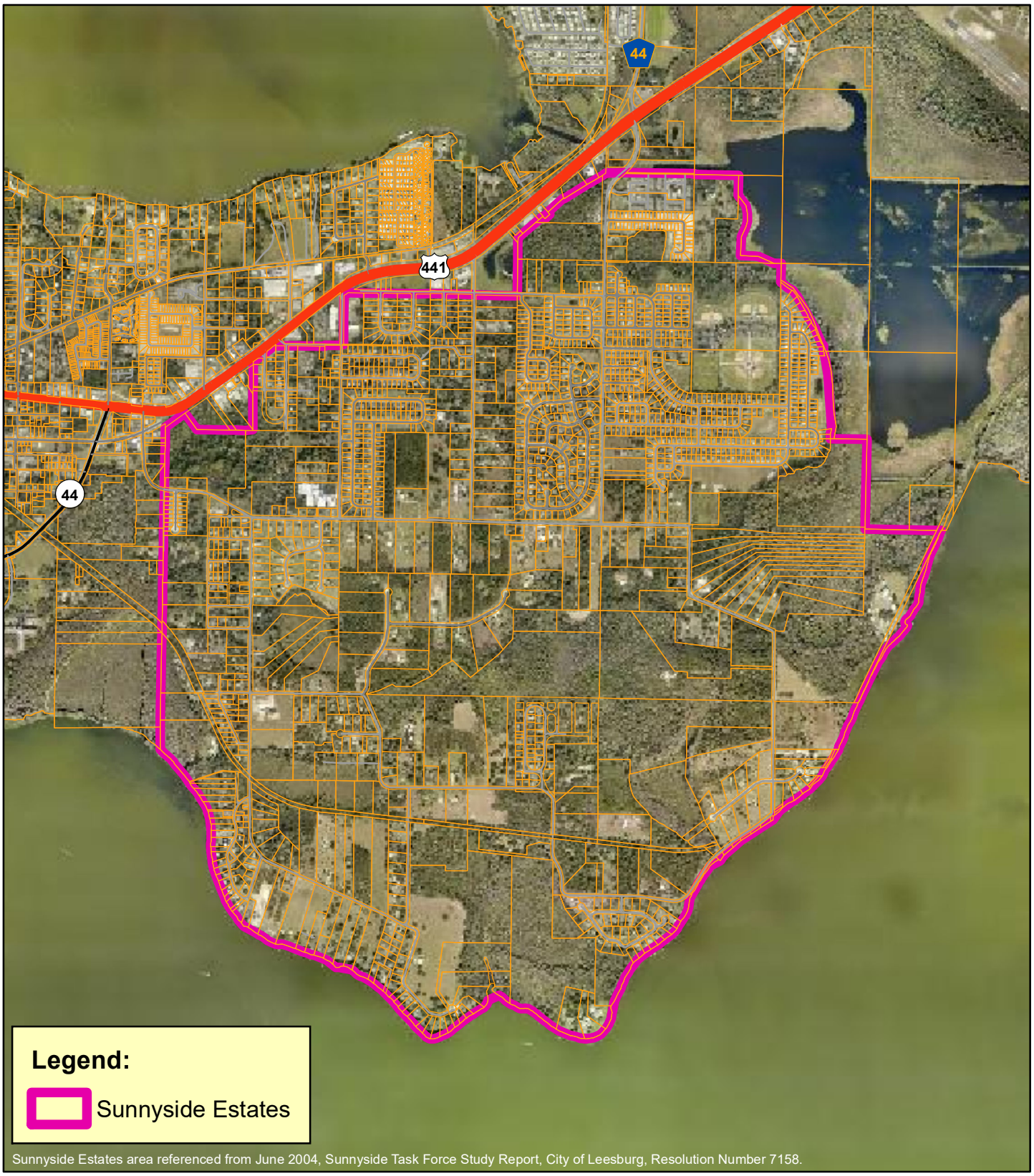
THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Sunnyside Task Force Study Report Area

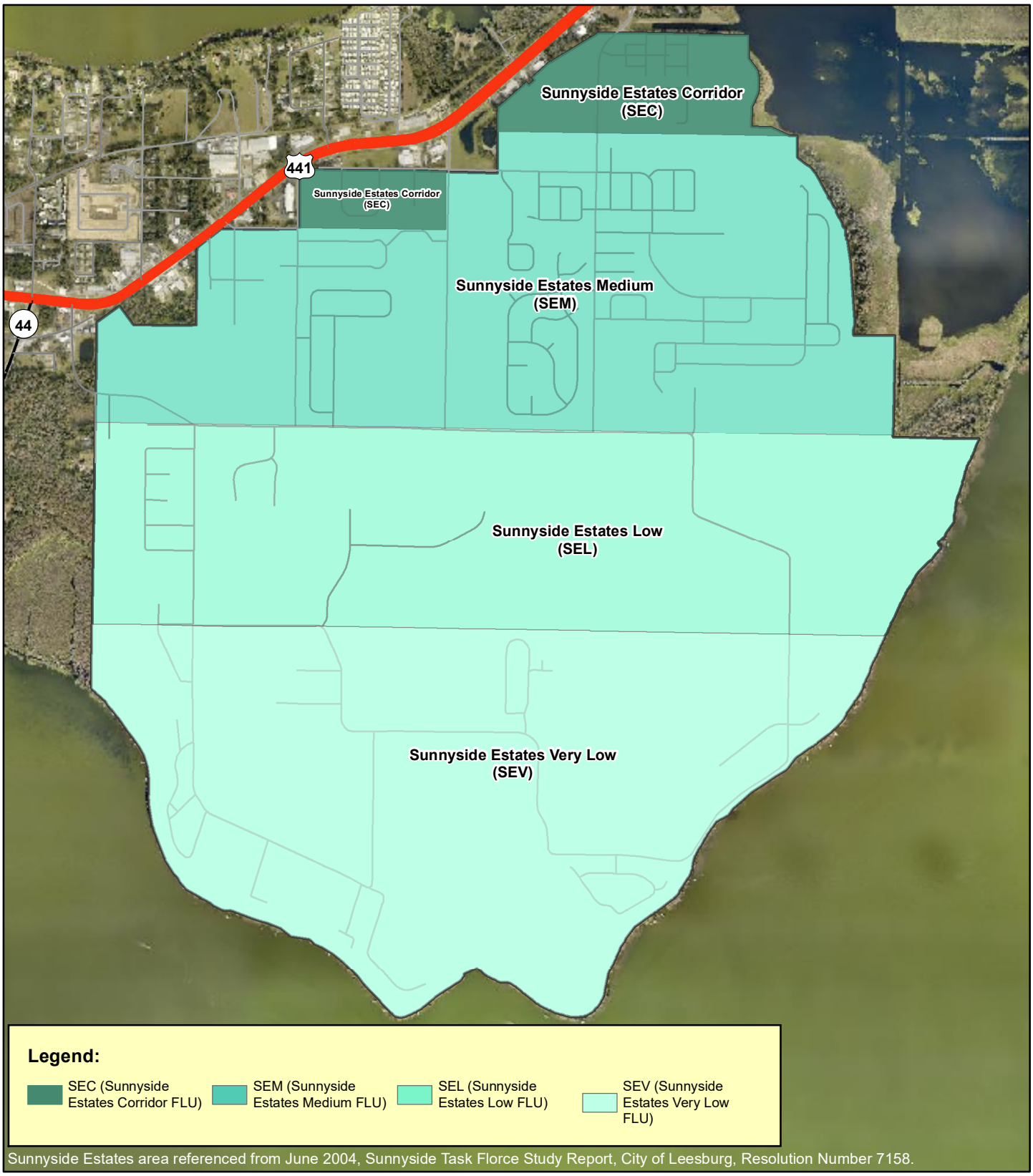


Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

Density Bands - Sunnside Estates



Sunnyside Estates area referenced from June 2004, Sunnyside Task Florce Study Report, City of Leesburg, Resolution Number 7158.

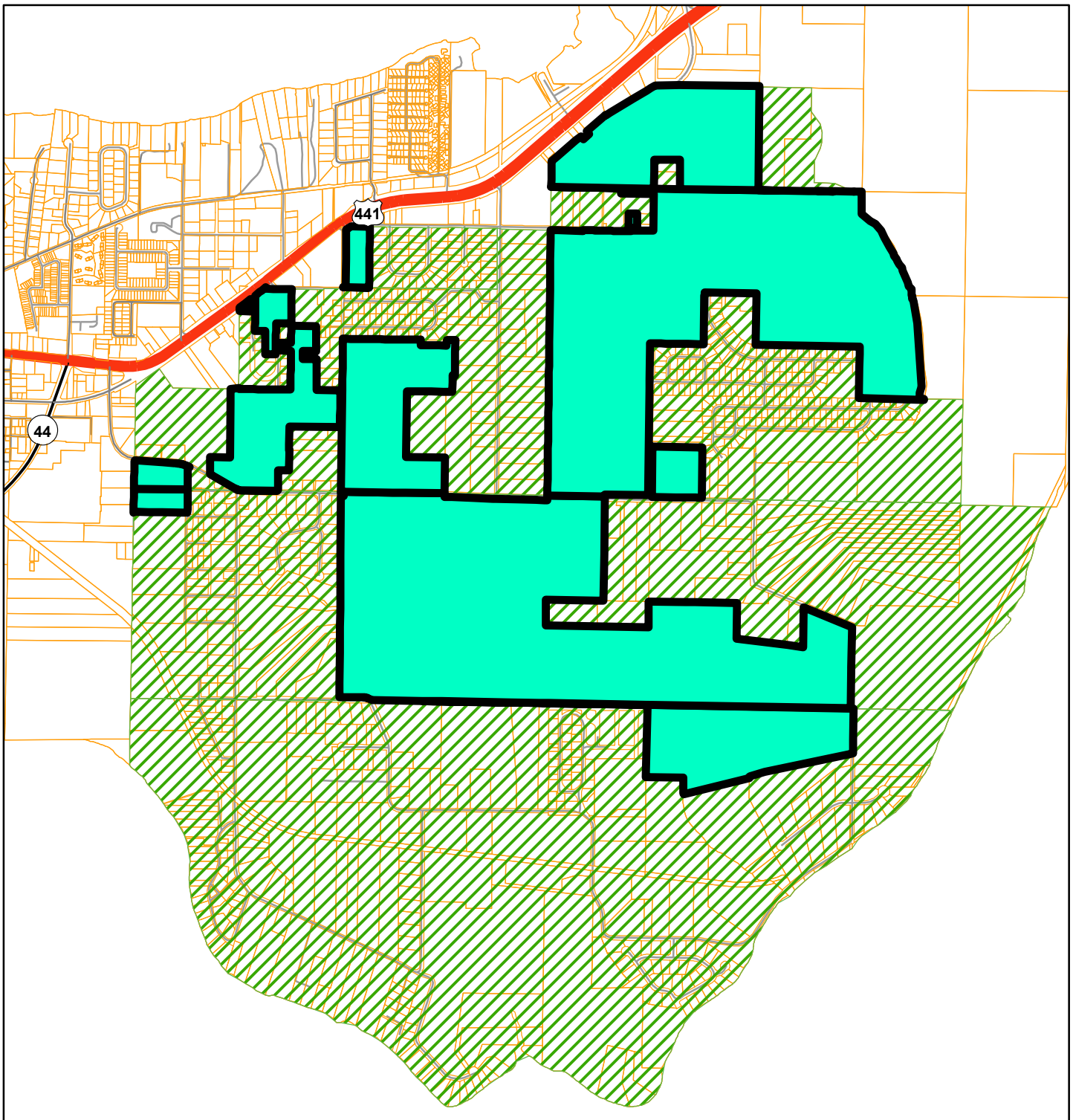
Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

PROPOSED FUTURE LAND USE - SUNNYSIDE ESTATES



Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg Resolution Number 7158.

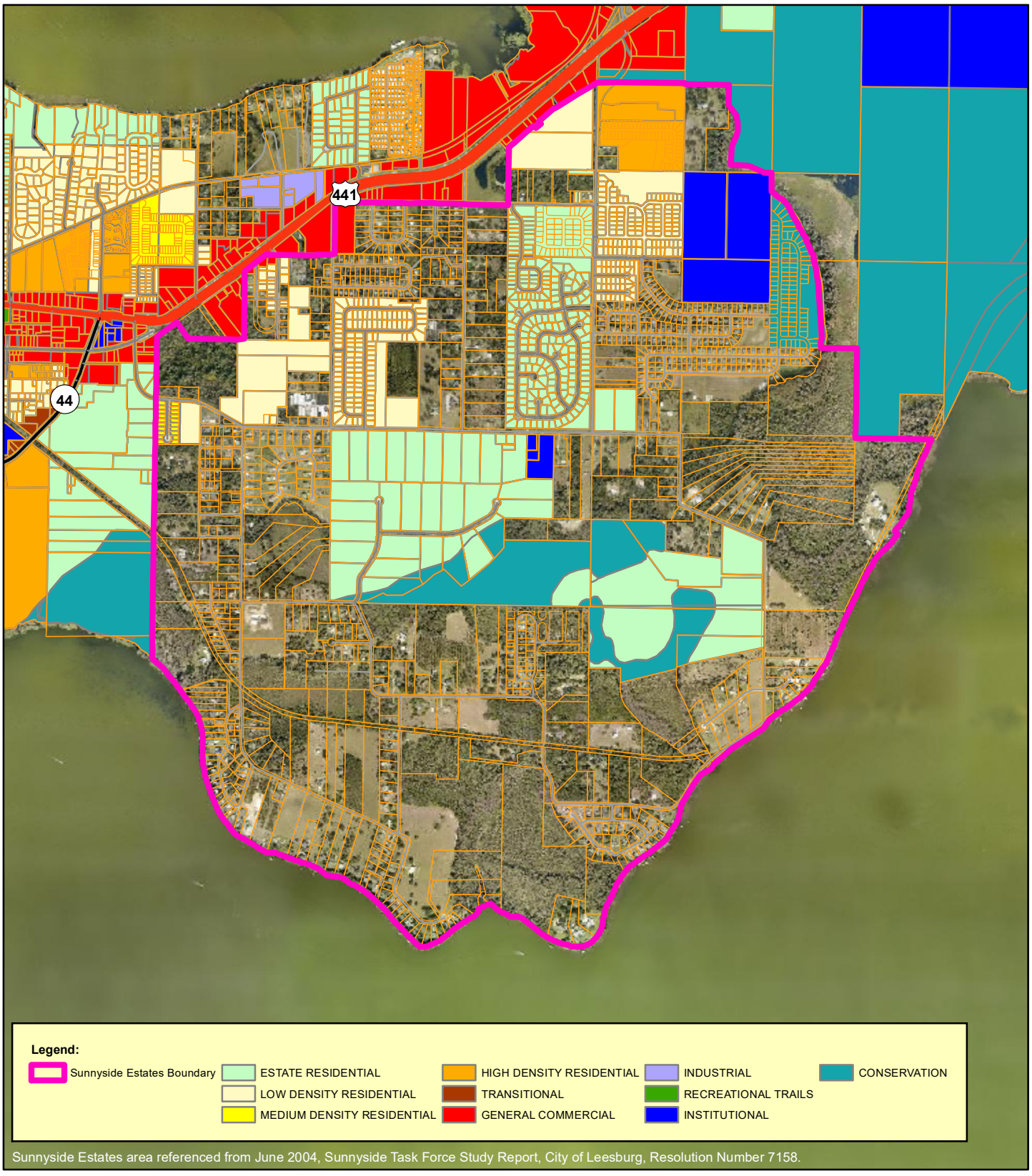
Planning & Zoning Division

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Large Scale Comprehensive Plan Map Amendment
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
February 1, 2024

City of Leesburg Future Land Use - Sunnyside Estates Area



Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.

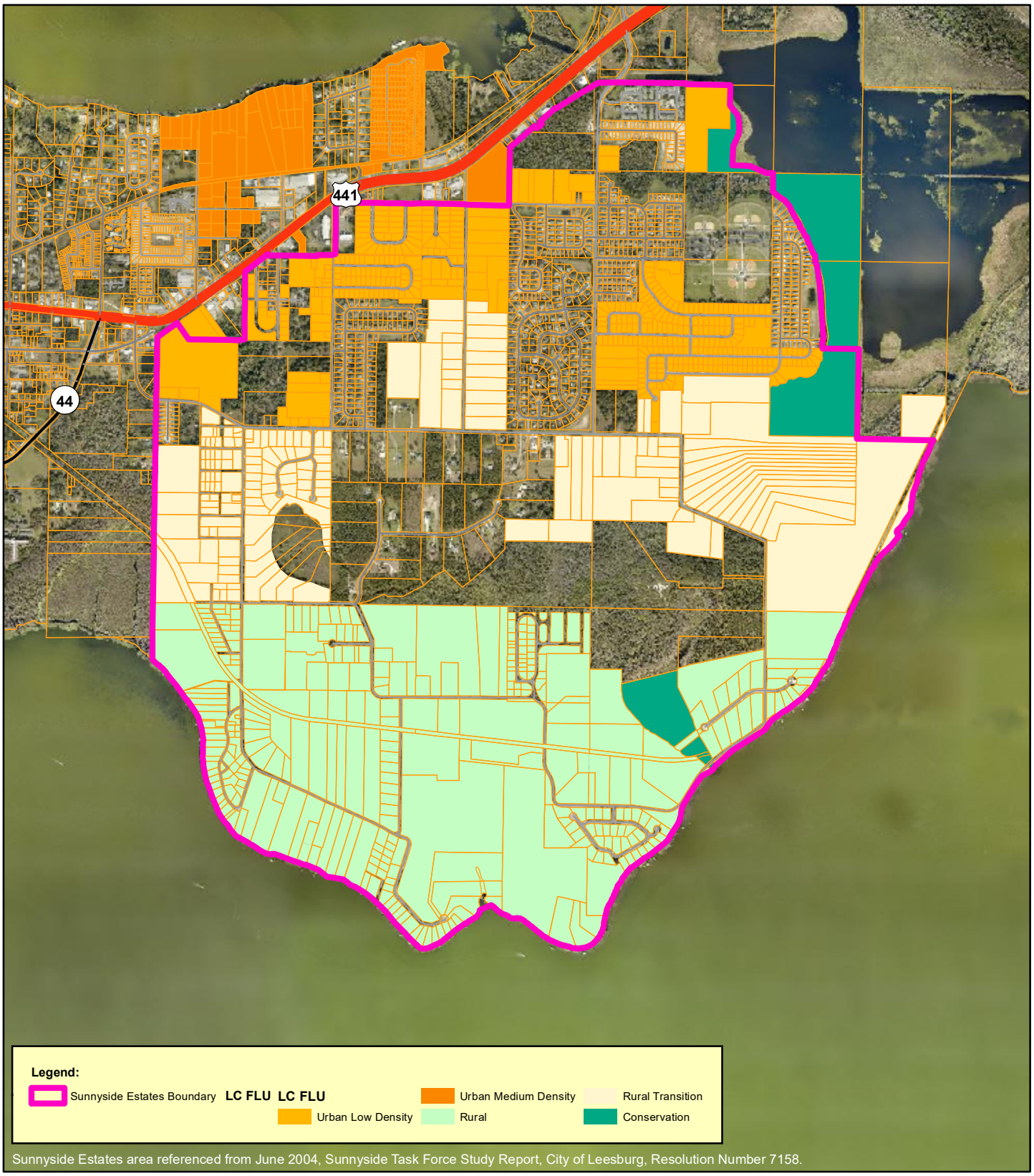
Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
May 1, 2024

Lake County Future Land Use - Sunnyside Estates Area



Sunnyside Estates area referenced from June 2004, Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.

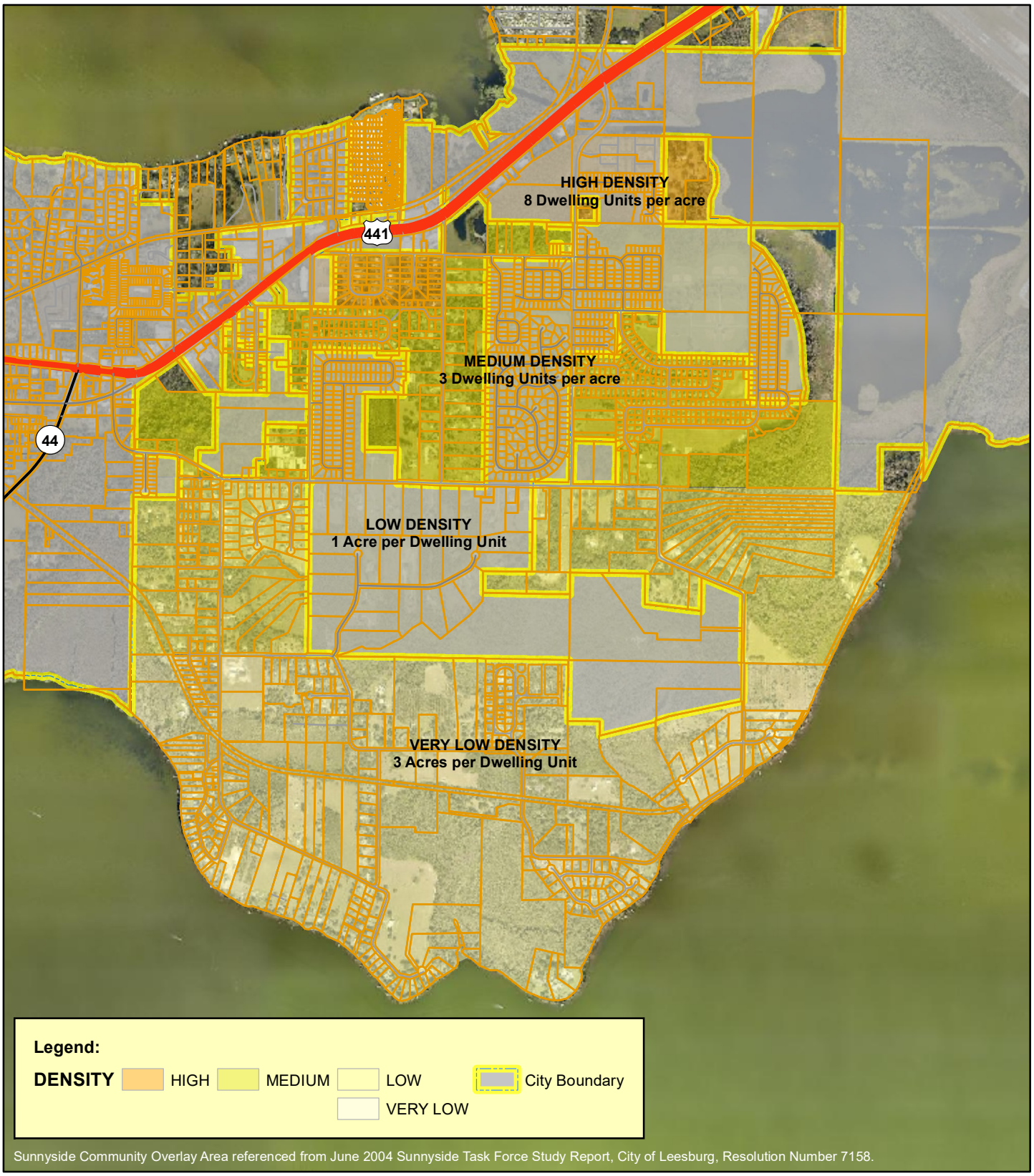
Planning & Zoning Division

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Proposed Sunnyside Estates
CPTA-23-588; LSCP-23-589; AMDT-23-590
Sections 19, 20, 21, 28, 29, 30, and 32; Township 19 South; Range 25 East
May 1, 2024

Sunnyside Community Densities



Sunnyside Community Overlay Area referenced from June 2004 Sunnyside Task Force Study Report, City of Leesburg, Resolution Number 7158.

Planning & Zoning Division

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Proposed Zoning Densities:
High Density Residential - 8 dwelling units per acre
Medium Density Residential - 3 dwelling units per acre
Low Density Residential - 1 acre per dwelling unit
Very Low Density Residential - 3 acres per dwelling unit

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 23, 2024
JURISDICITON: City of Leesburg
PETITIONER: City of Leesburg
PROJECT: Sunnyside Estates
REQUEST: Comprehensive Plan Text, Map, and Zoning Code Amendments to establish and implement the 2004 Sunnyside Task Force Study Report as adopted by Resolution 7158.
CASE NO.: CPTA-23-588; LSCP-23-589; AMDT-23-590

GENERAL LOCATION: South of U.S. Highway 441, east of East Dixie Avenue and west of Leesburg International Airport.

FUTURE LAND USE DESIGNATION: Low Density Residential, High Density Residential, and Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: Sunnyside Estates (702 +/- acres)

Comprehensive Plan Text Amendment (CPTA-23-588):
The proposed Comprehensive Plan Text amendment to the City's Comprehensive Plan will establish the Sunnyside Estates Objective and Policies in the Future Land Use Element of the Comprehensive Plan.

The proposed Sunnyside Estates Future Land Use Objective and Policies implement the 2004 Sunnyside Task Force Study Report recommendations to maintain community character and density standards.

Large Scale Comprehensive Plan Map Amendment (LSCP-23-589):
The proposed request is to establish Sunnyside Estates (SE) Future Land Use Map designations consistent with the June 2004 Sunnyside Task Force Study Report.

The proposed request is to establish residential densities compatible with the Sunnyside Estates area of the city.

Ordinance Amendment (AMDT-23-590):
The proposed request will establish the Sunnyside Estates future land use designation in the City's Land Development Regulations (Zoning Code) to manage future development in the Sunnyside area within the corporate limits of the City of Leesburg.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	May 23, 2024
JURISDICITON:	City of Leesburg
PETITIONER:	City of Leesburg
PROJECT:	Sunnyside Estates Future Land Use Map Amendment
REQUEST:	Large Scale Comprehensive Plan Map Amendment from Low Density Residential, High Density Residential, and Estate Residential to Sunnyside Estates (SE)
CASE NO.:	LSCP-23-589

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed request is to establish Sunnyside Estates (SE) Future Land Use Map designations consistent with the June 2004 Sunnyside Task Force Study Report.

3. The proposed request is to establish residential densities compatible with the Sunnyside Estates area of the city.

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Large Scale Comprehensive Plan Map amendment from Low Density Residential, High Density Residential, and Estate Residential to Sunnyside Estates (SE), and forward the recommendation to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.9.
Meeting Date:	June 10, 2024
From:	Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 49.12 +/- acres, and being generally located north of Poe Street and south of County Road 473, lying in Section 02, 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. (ANNX Poe Road Subdivision)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 49.12 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 49.12 +/- acres, generally located north of Poe Street and south of County Road 473, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County CFD (Community Facility District) and Lake County R-6 (Urban Residential District); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to city utilities. The proposal for the property is a residential subdivision.

The property is surrounded by Lake County R-1 (Rural Residential), R-6 (Urban Residential District) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on May 23, 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; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 49.12 +/- ACRES, AND BEING GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, LYING IN SECTION 02, 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. (ANNX POE ROAD SUBDIVISION)

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

Based upon the petition of Sean Myers, (Brightleaf Properties,1133 Louisiana Avenue, Winter Park, Florida, 32789) Petitioner, for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A)

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 5;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

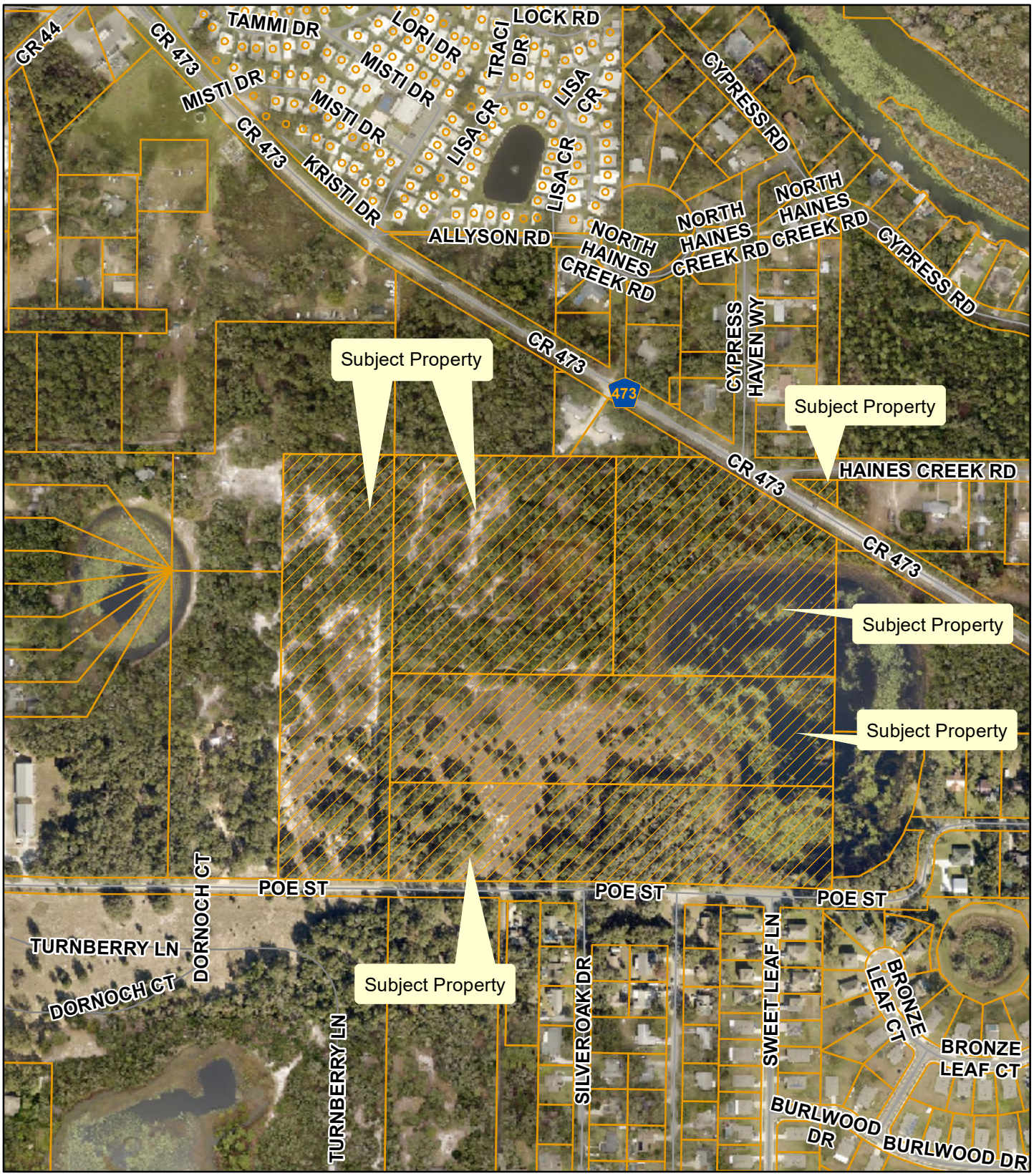
THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

Aerial



Planning & Zoning Division

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Feet

Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Locator



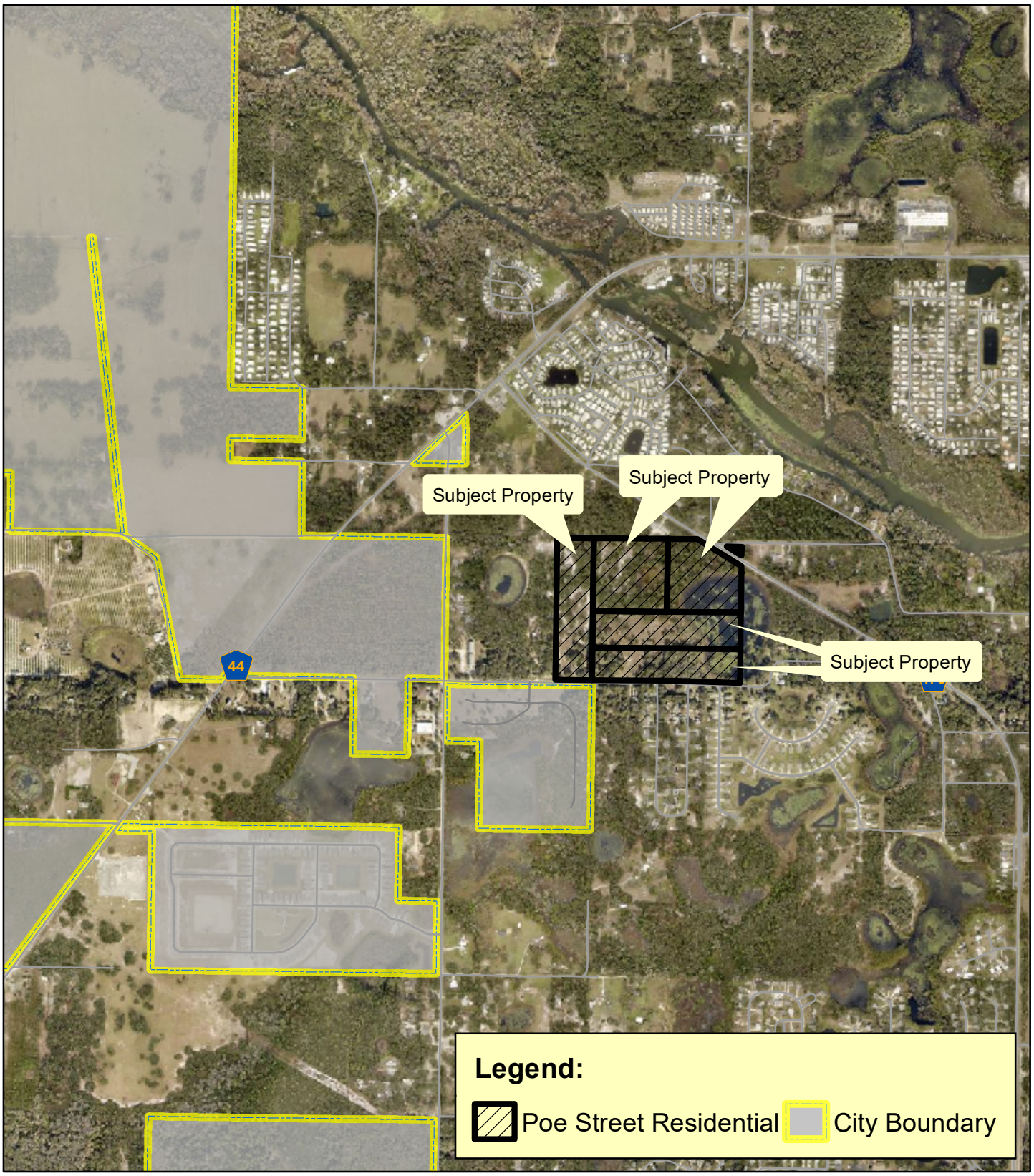
Planning & Zoning Division

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Caldwell Trust Property
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AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

City Boundary



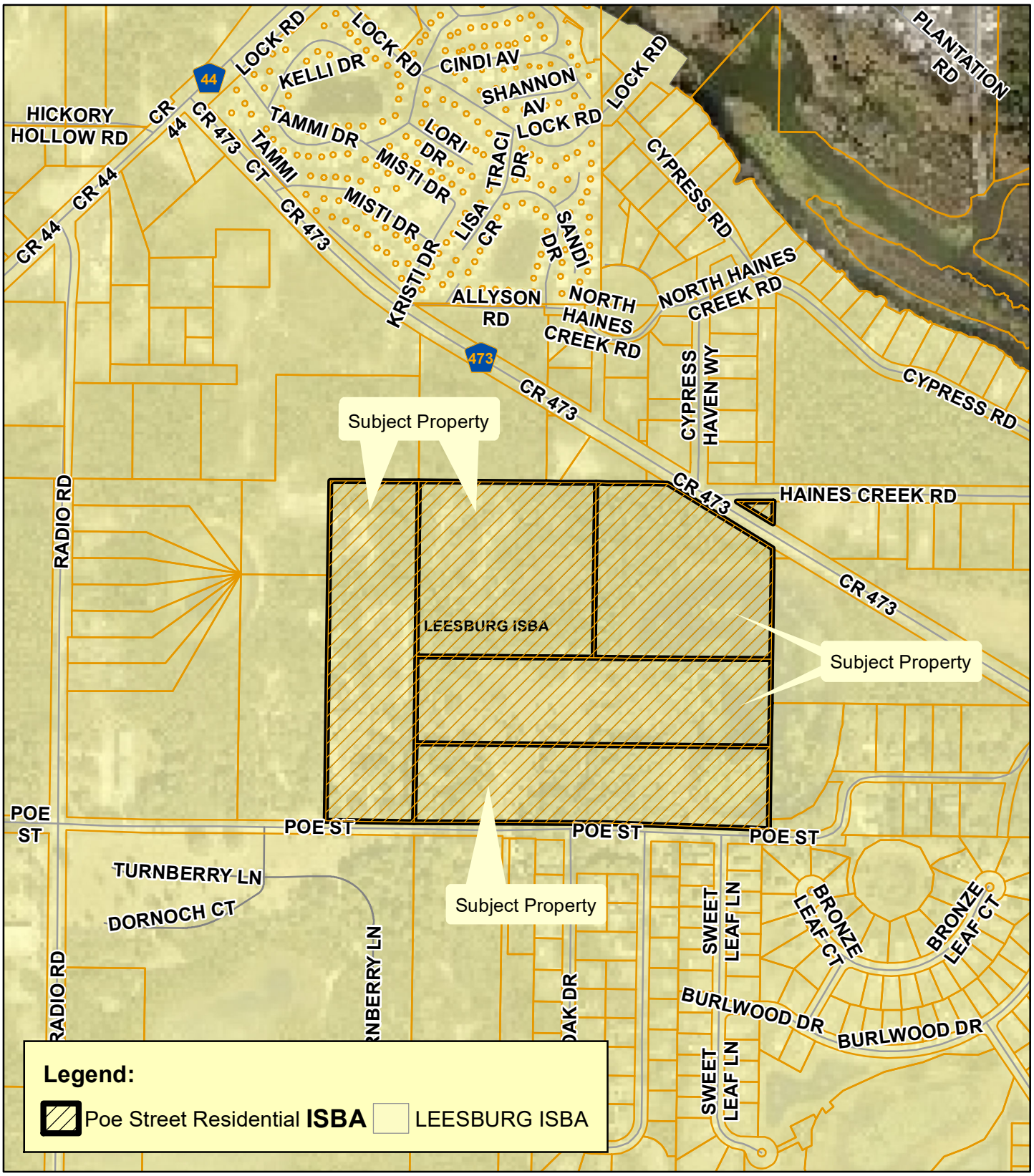
Planning & Zoning Division

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Caldwell Trust Property
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AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Interlocal Service Boundary Area



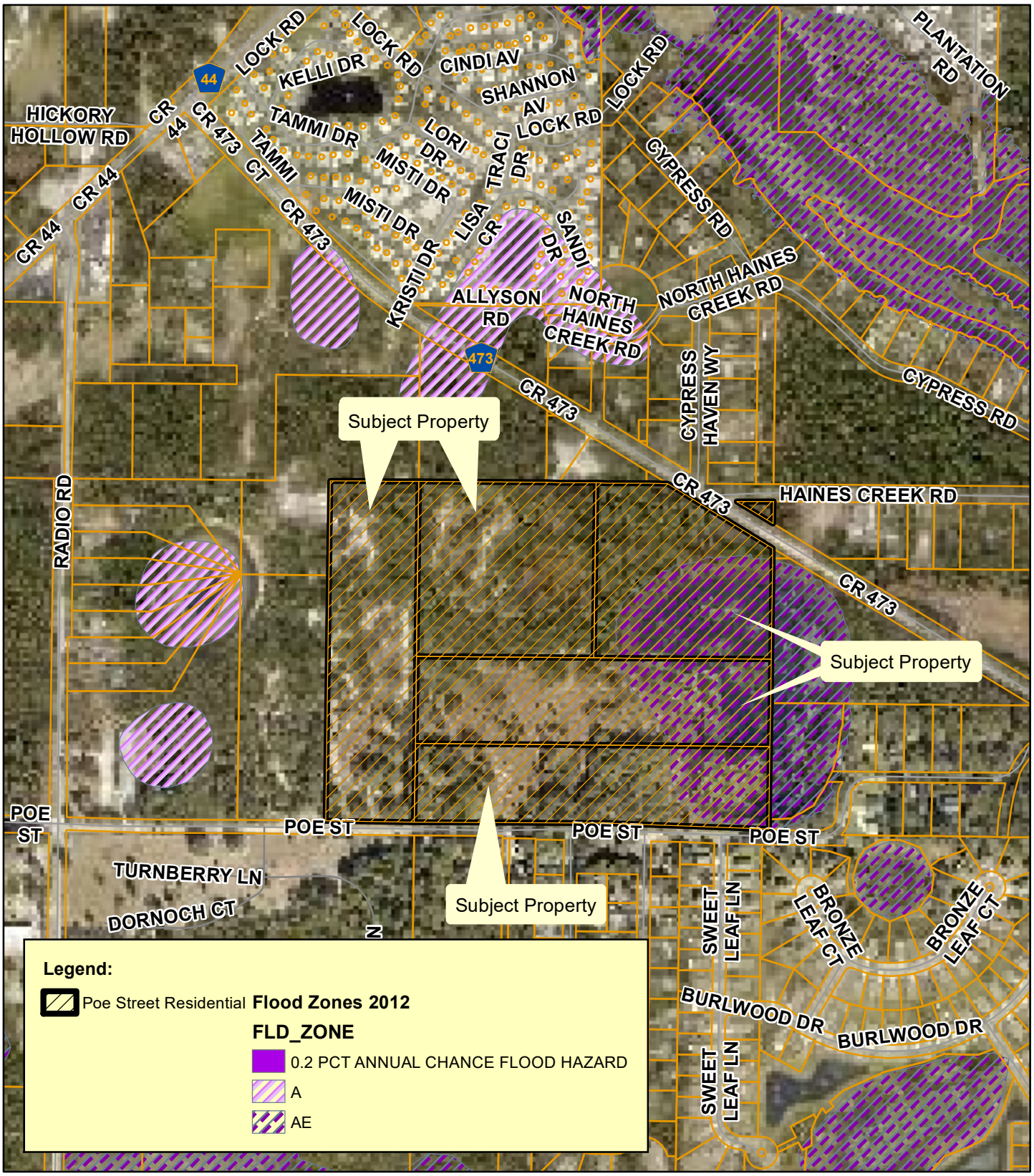
Planning & Zoning Division

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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

2012 Flood Zone Data



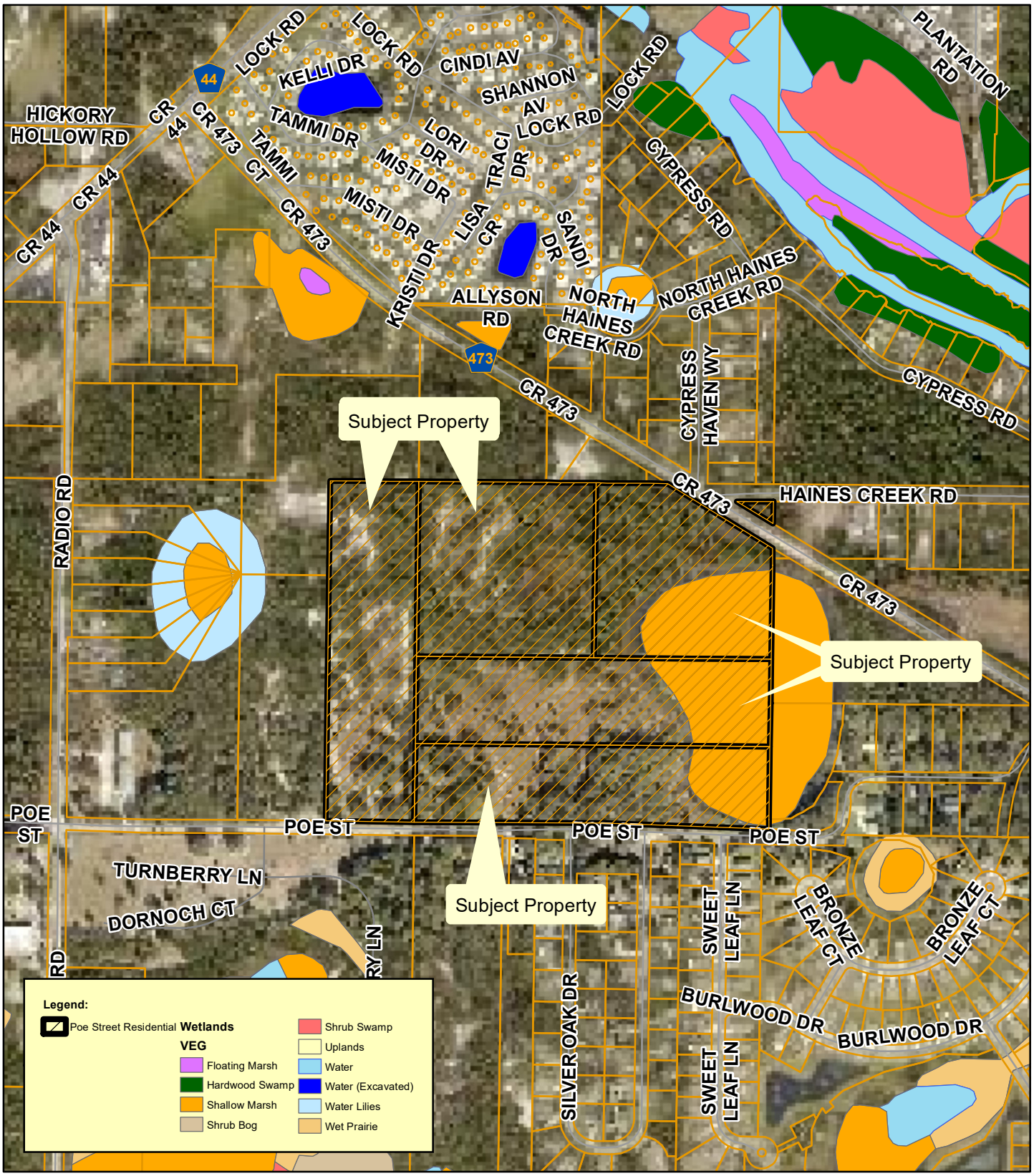
Planning & Zoning Division

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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Wetlands



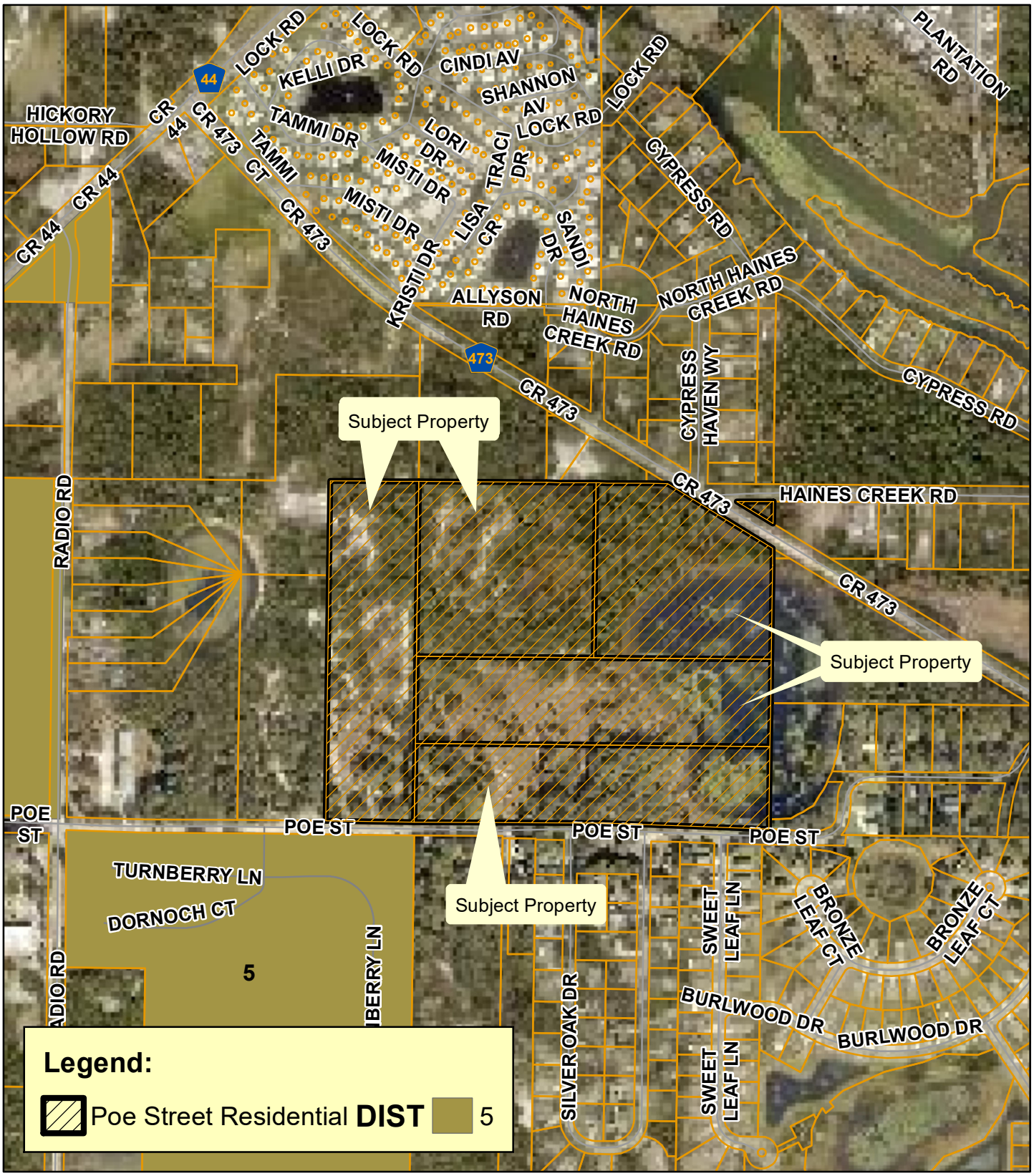
Planning & Zoning Division

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Feet

Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Commission Districts



Planning & Zoning Division

N W E S

0 110 220 330 440 Feet

Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 10, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

GENERAL LOCATION: North of Poe Street and south of County Road 473

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – City Estate Residential, Lake County Urban Low Density
East – Lake County Urban Low Density
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County CFD (Community Facility District) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
South – City of Leesburg PUD (Planned Unit Development), Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
East – Lake County R-6 (Urban Residential District)
West – Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant undeveloped

SURROUNDING LAND USE:

North – Vacant Residential
South – Pasture Improved, Single-Family
East – Vacant Residential, Single-Family
West – Vacant Residential

PROPOSED LAND USE: Single-family detached residential

Surrounding Land Use



Planning & Zoning Division

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Feet

Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.10.

Meeting Date: June 10, 2024

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 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, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Poe Road Subdivision)

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 49.12 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 49.12 acres. The property is generally located north of Poe Street and south of County Road 473. Currently, the property is undeveloped. The proposed use is for a residential subdivision. The surrounding Future Land Use Map designations of Lake County Urban Low Density and City of Leesburg Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg Estate Residential; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 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, LYING IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SSCP POE ROAD SUBDIVISION)

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 49.12 acres of land generally located north of Poe Street and south of County Road 473 from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

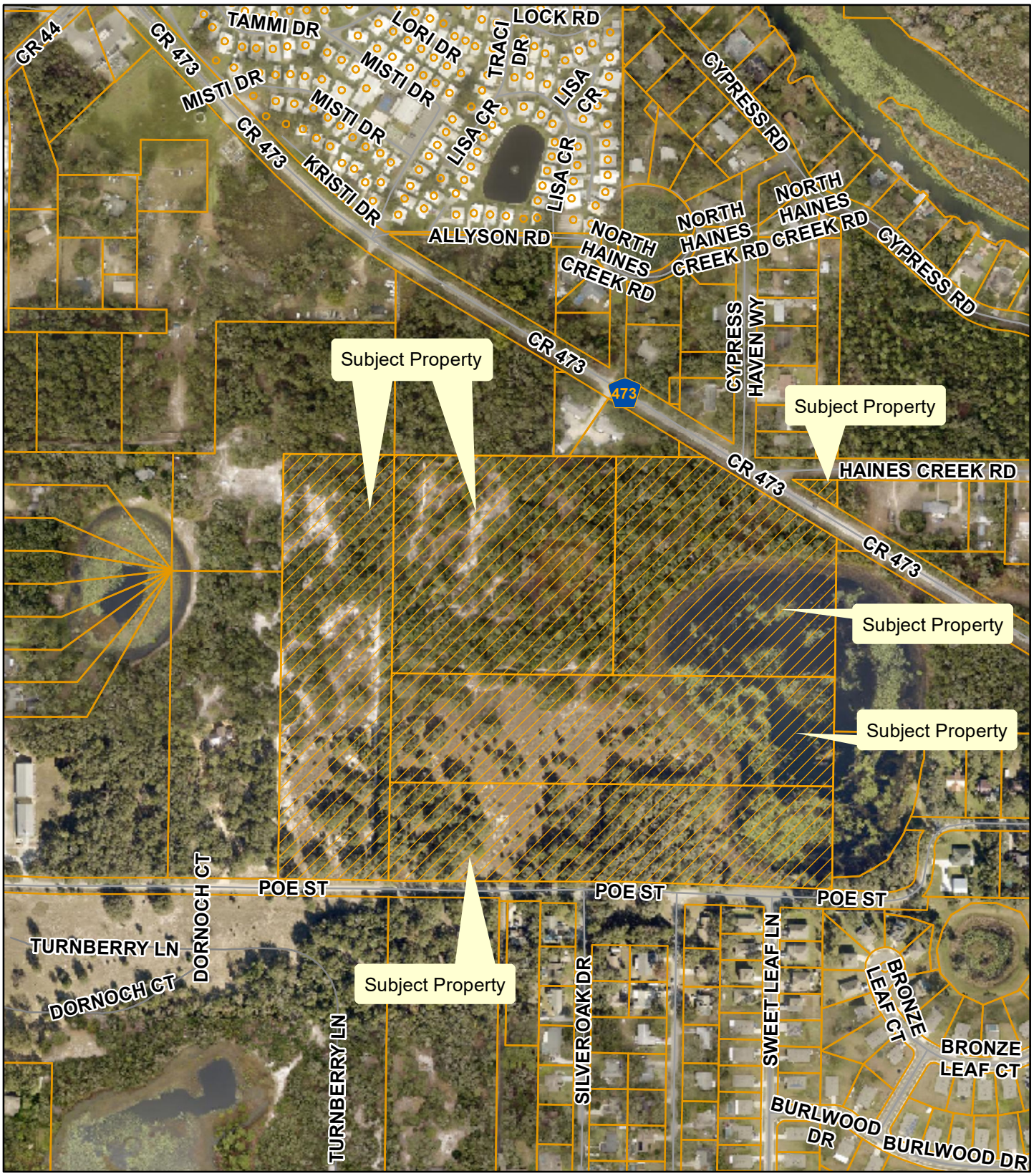
THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

Aerial



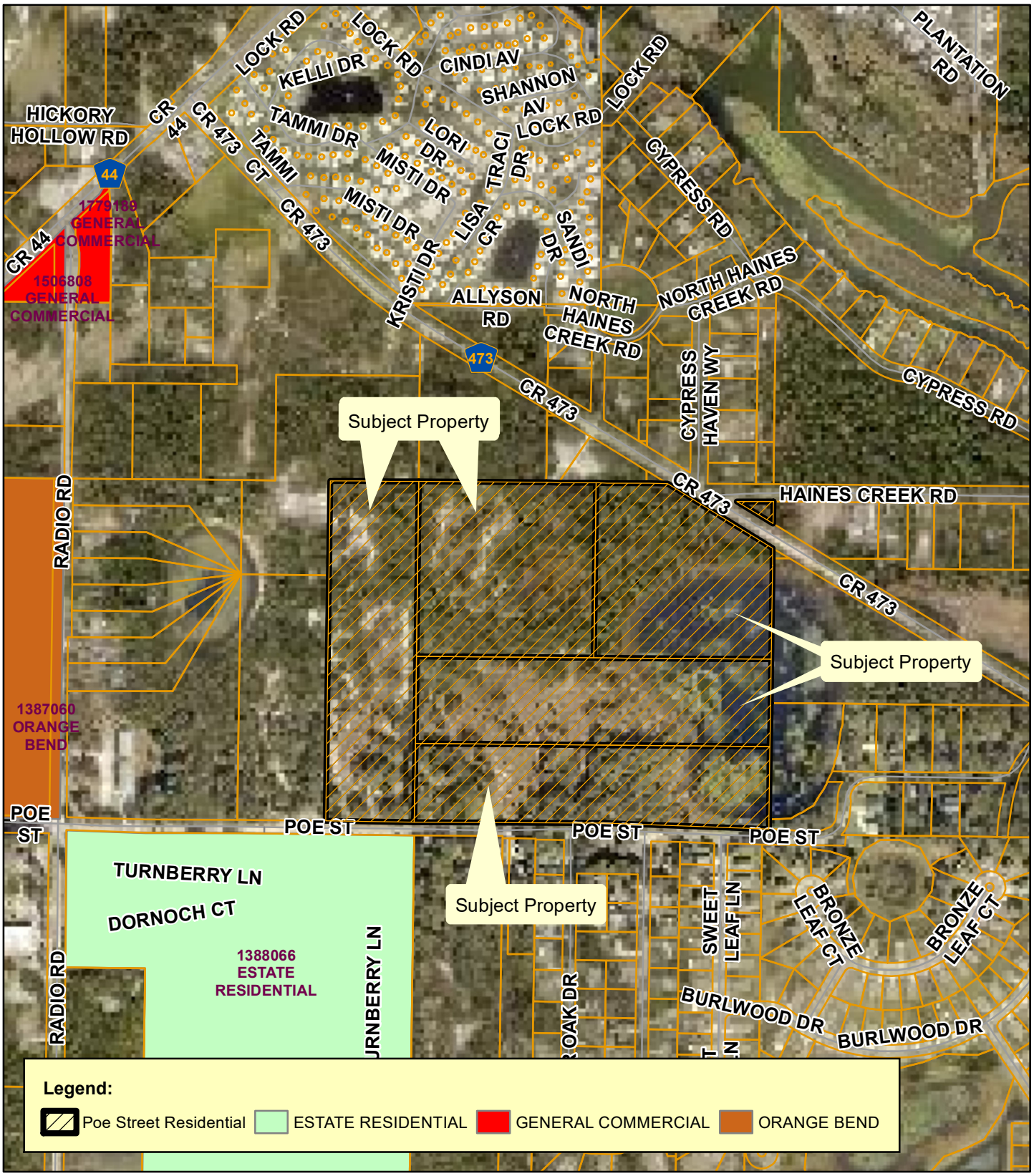
Planning & Zoning Division

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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Future Land Use



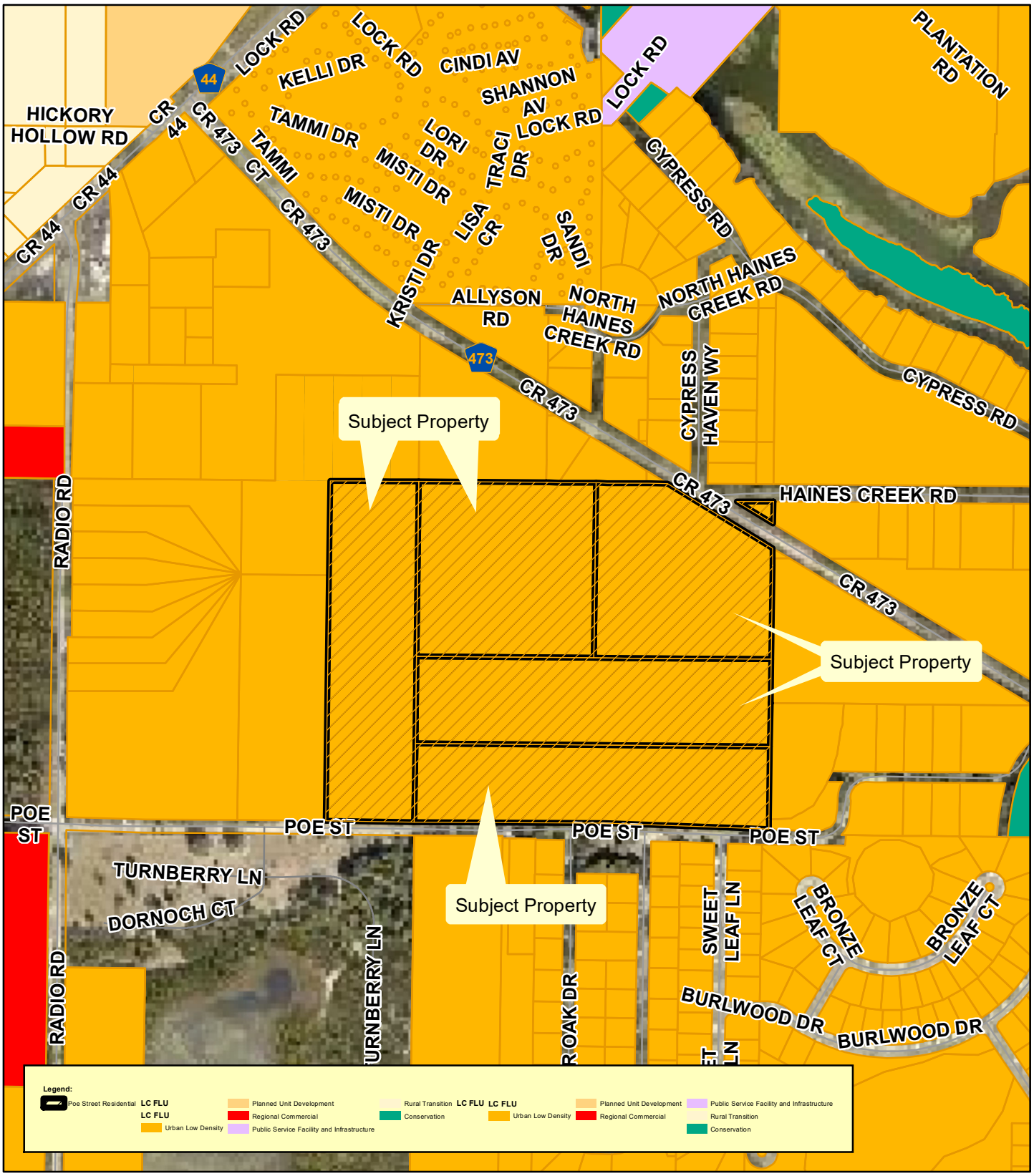
Planning & Zoning Division

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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Lake County Future Land Use



Planning & Zoning Division

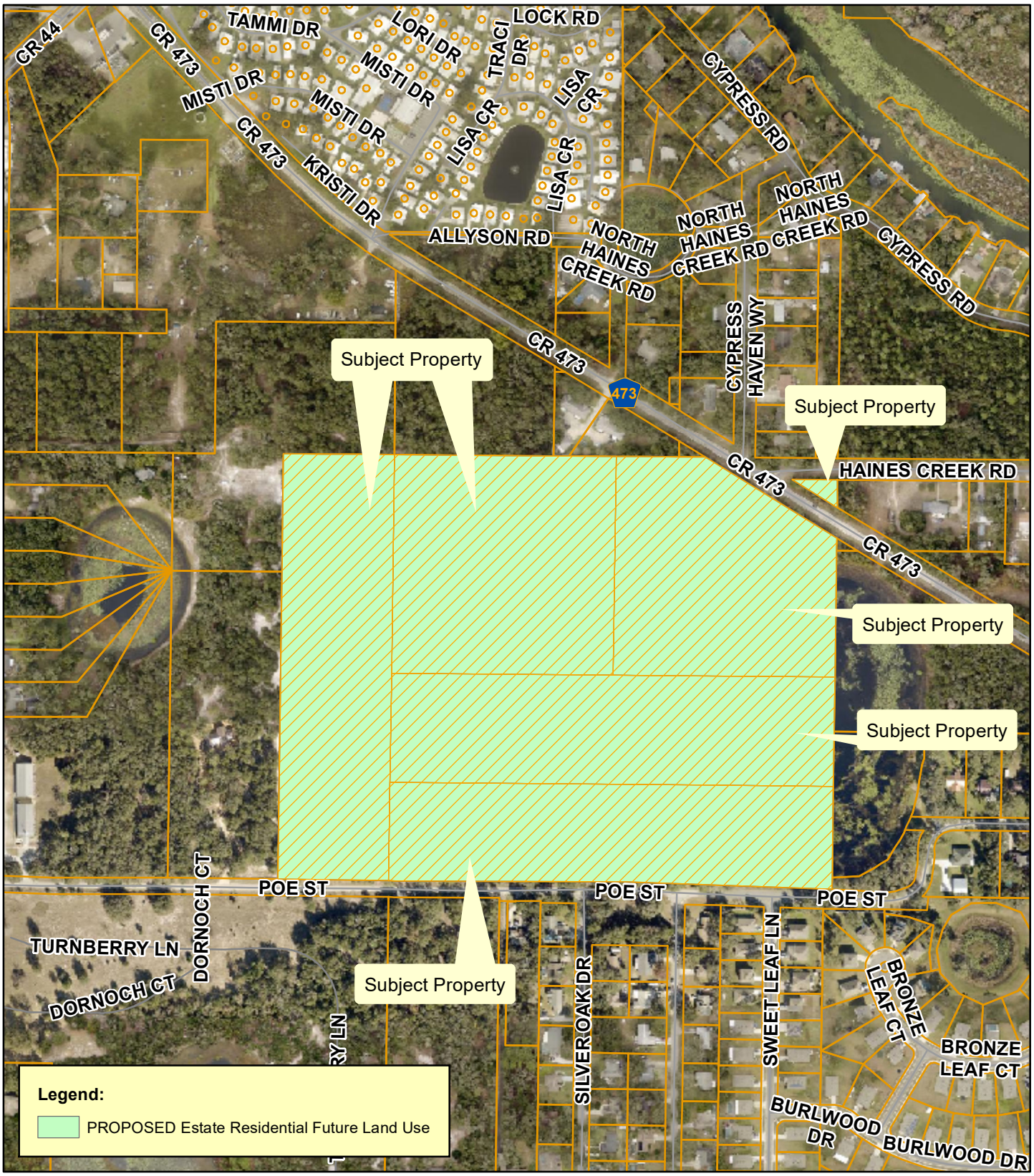
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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

PROPOSED FUTURE LAND USE



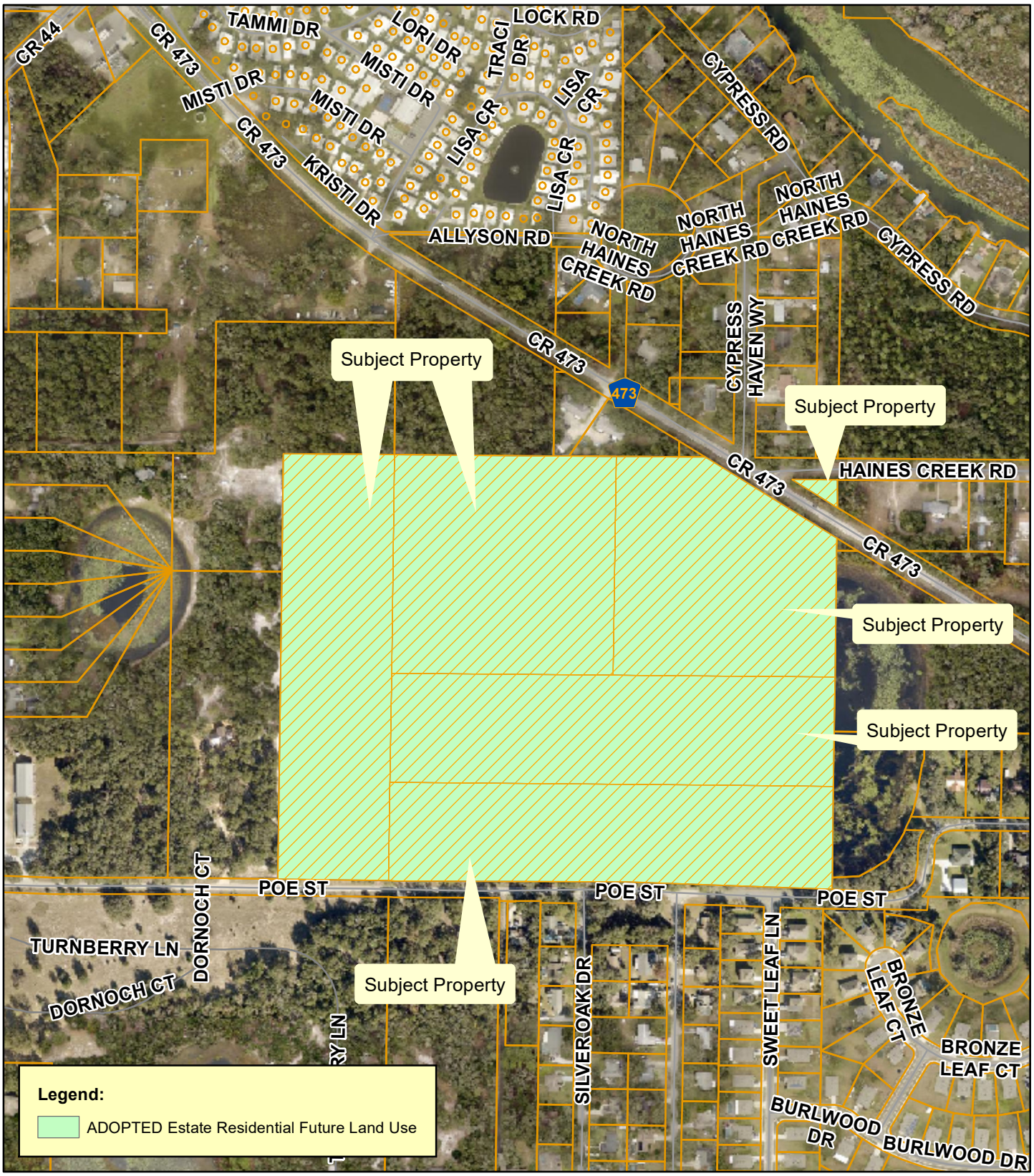
Planning & Zoning Division

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AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

ADOPTED FUTURE LAND USE



Planning & Zoning Division

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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 10, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

GENERAL LOCATION: North of Poe Street and south of County Road 473

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – City Estate Residential, Lake County Urban Low Density
East – Lake County Urban Low Density
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County CFD (Community Facility District) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
South – City of Leesburg PUD (Planned Unit Development), Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
East – Lake County R-6 (Urban Residential District)
West – Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant undeveloped

SURROUNDING LAND USE:

North – Vacant Residential
South – Pasture Improved, Single-Family
East – Vacant Residential, Single-Family
West – Vacant Residential

PROPOSED LAND USE: Single-family detached residential

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: May 17, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/17/24

FIRE

In reference to Case Number SSCP-24-87, PUD-24-88

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 SSCP-24-87, PUD-24-88 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 4/10/24

ELECTRIC

"This is outside Leesburg Electric Service territory. No objections." Steve Davis 3/28/24

GAS

"No Comment." Wayne Williams 3/28/24

GIS

"GIS has no comments." Nicholas Tota 3/28/2024

BUILDING

No comments received as of 5/17/24

PUBLIC WORKS

"Public Works has no issues with this. Developer will most likely have to tie into City Water and Sewer at the corner of Radio Rd and Poe Street once Troon Creek completes construction." Cliff Kelsey 3/28/24

ADDRESSING

No comments received as of 5/17/24

ECONOMIC DEVELOPMENT

No comments received as of 5/17/24

LAKE COUNTY PUBLIC WORKS

Please see attached Lake County Public Works comments 4/11/24

LAKE COUNTY SCHOOLS

No comments received as of 5/17/24

PUBLIC RESPONSES

Approval

No comments received as of 5/17/24

Disapproval

No comments received as of 5/17/24

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

March 1, 2024

Dianne Yekel,
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Poe Street Subdivision / Planned Unit Development
CASE NO.: PUD-24-88

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Poe Street Subdivision PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Poe Street:

- Access from Poe Street, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- Turn lanes will be required on Poe Street at the Developments proposed entrances.
- A preliminary review of the right-of-way for Poe Street return with some deeded right-of-way. A detailed survey of Poe Street will be required that includes all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for Poe Street will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Poe Street to meet both city and county requirements.

CR 473:

- The development will be required to provide a dedicated left turn lane (northbound) on CR 473 at the intersection with Poe Street. Additional alignment and roadway improvements may also be required and will be further evaluated with future development application.

Radio Road:

- The development will have traffic impacts to the intersection of Radio Road and Poe Street. Further evaluation of the impacts will be required with the traffic impact study and future development application.

Traffic:

- The traffic methodology was shared with Lake County but the Traffic Impact Study for the development has not been provided for review. Please have the applicant provide the TIS to the Lake County Public Works Department and City of Leesburg for review.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any

other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE: May 23, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential
CASE NO.: SSCP-24-87

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density and City of Leesburg Estate Residential.

3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential), Lake County R-6 (Urban Residential District), Lake County RP (Residential Professional), and City of Leesburg PUD (Planned Unit Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to change the future land use of the subject property from Lake County Urban Low Density to City Estate Residential and forward this recommendation to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.11.

Meeting Date: June 10, 2024

From: Dan Miller, (Planning and Zoning Director), Dianne Pacewicz, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 49.12 +/- acres from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) to allow for a residential subdivision for a property generally located north of Poe Street and south of County Road 473, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (PUD Poe Road Subdivision)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development).

Analysis:
The subject site is approximately 49.12 +/- acres, and is generally located north of Poe Street and south of County Road 473 as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for a residential subdivision. The existing land uses surrounding the property are vacant residential, pasture improved, and single-family. The project will be required to connect to City of Leesburg utilities.

The Planning Commission held a public hearing on the application on May 23, 2024, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 49.12 +/- ACRES FROM LAKE COUNTY CFD (COMMUNITY FACILITY DISTRICT) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED NORTH OF POE STREET AND SOUTH OF COUNTY ROAD 473, LYING IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PUD POE ROAD SUBDIVISION)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Sean Myers, (Brightleaf Properties, 1133 Louisiana Avenue, Winter Park, Florida 32789,Petitioner), of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County CFD (Community Facility District) and R-6 (Urban Residential District) 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

Exhibit A

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

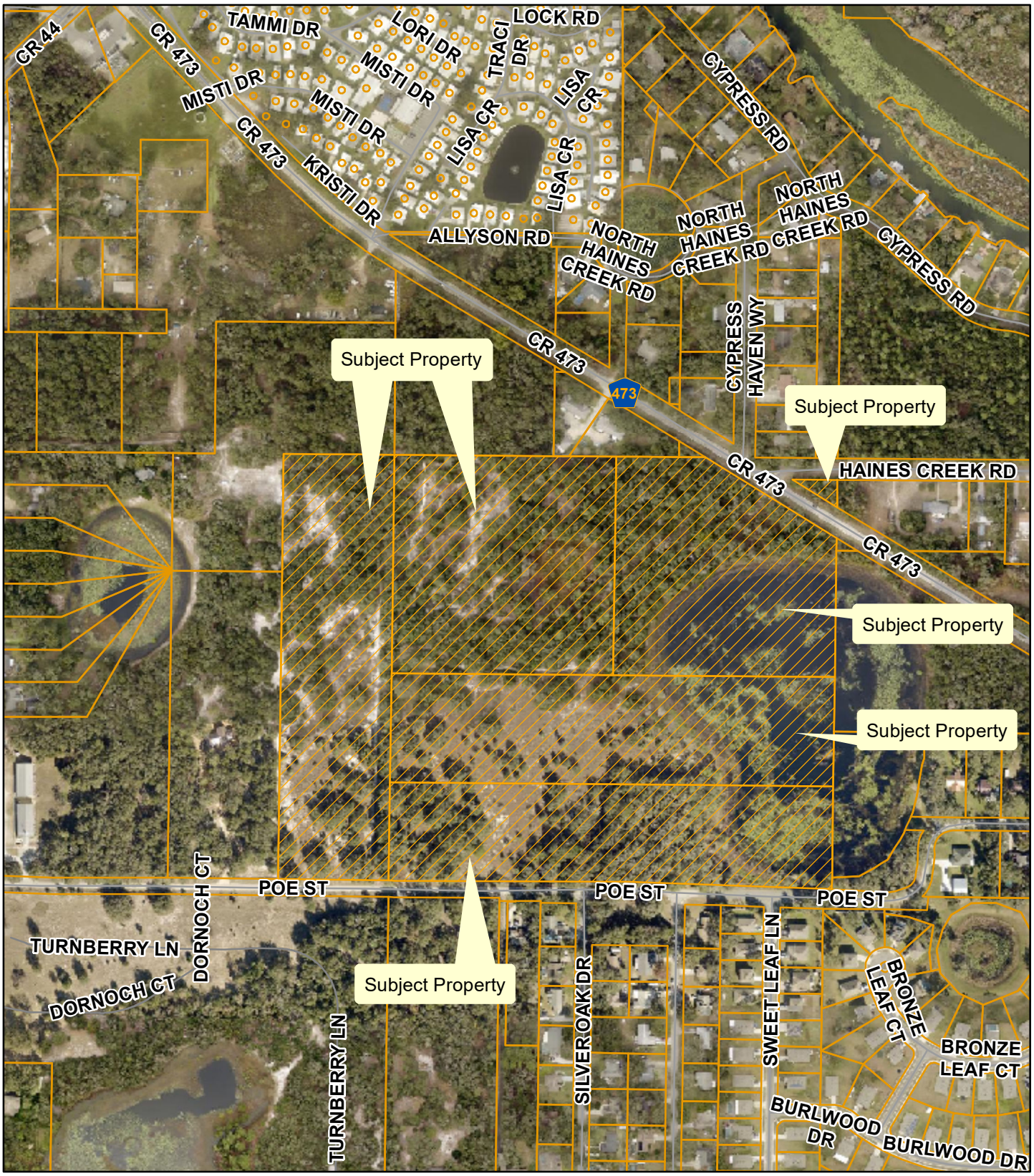
THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

Aerial



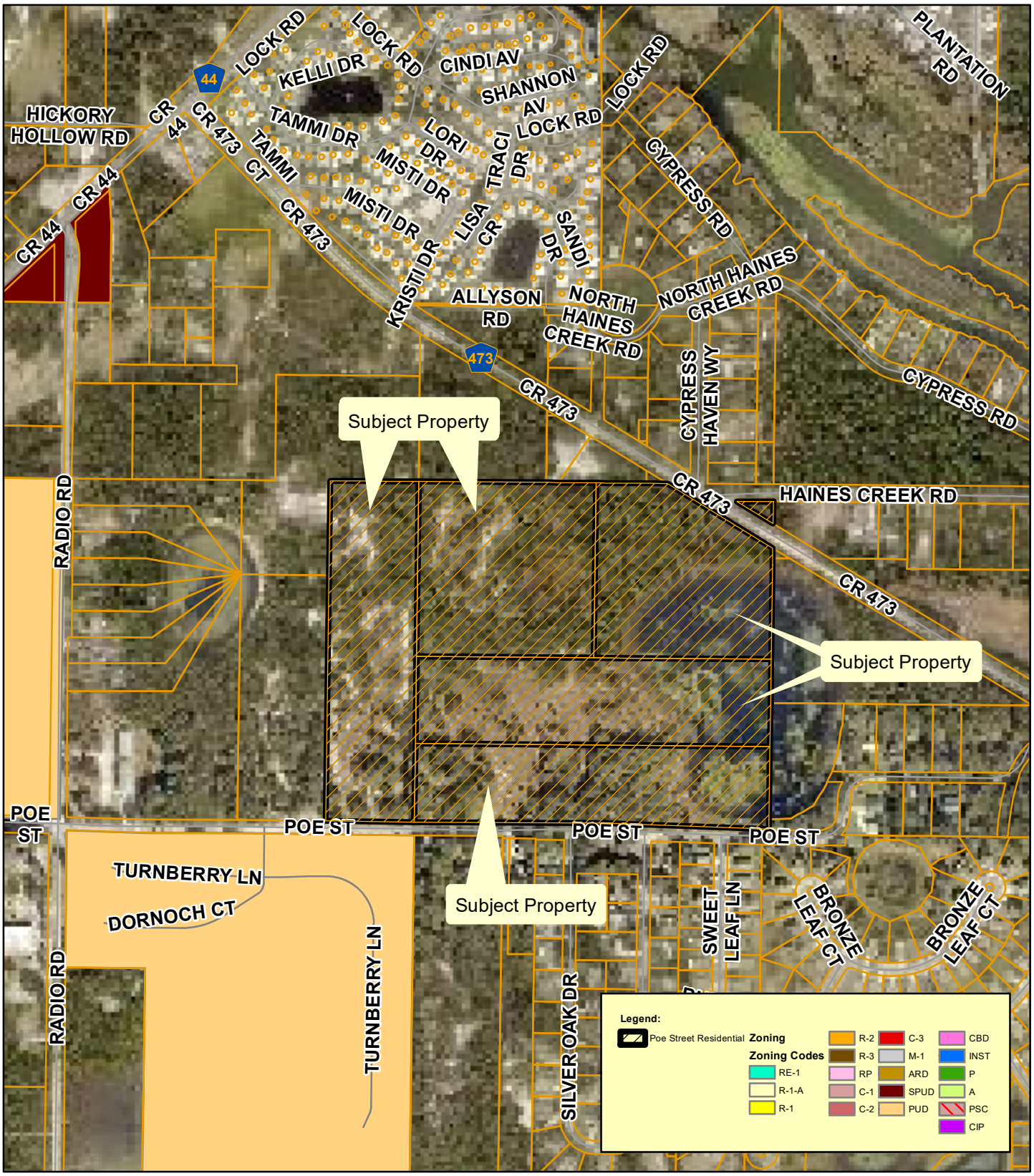
Planning & Zoning Division

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Feet

Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Zoning



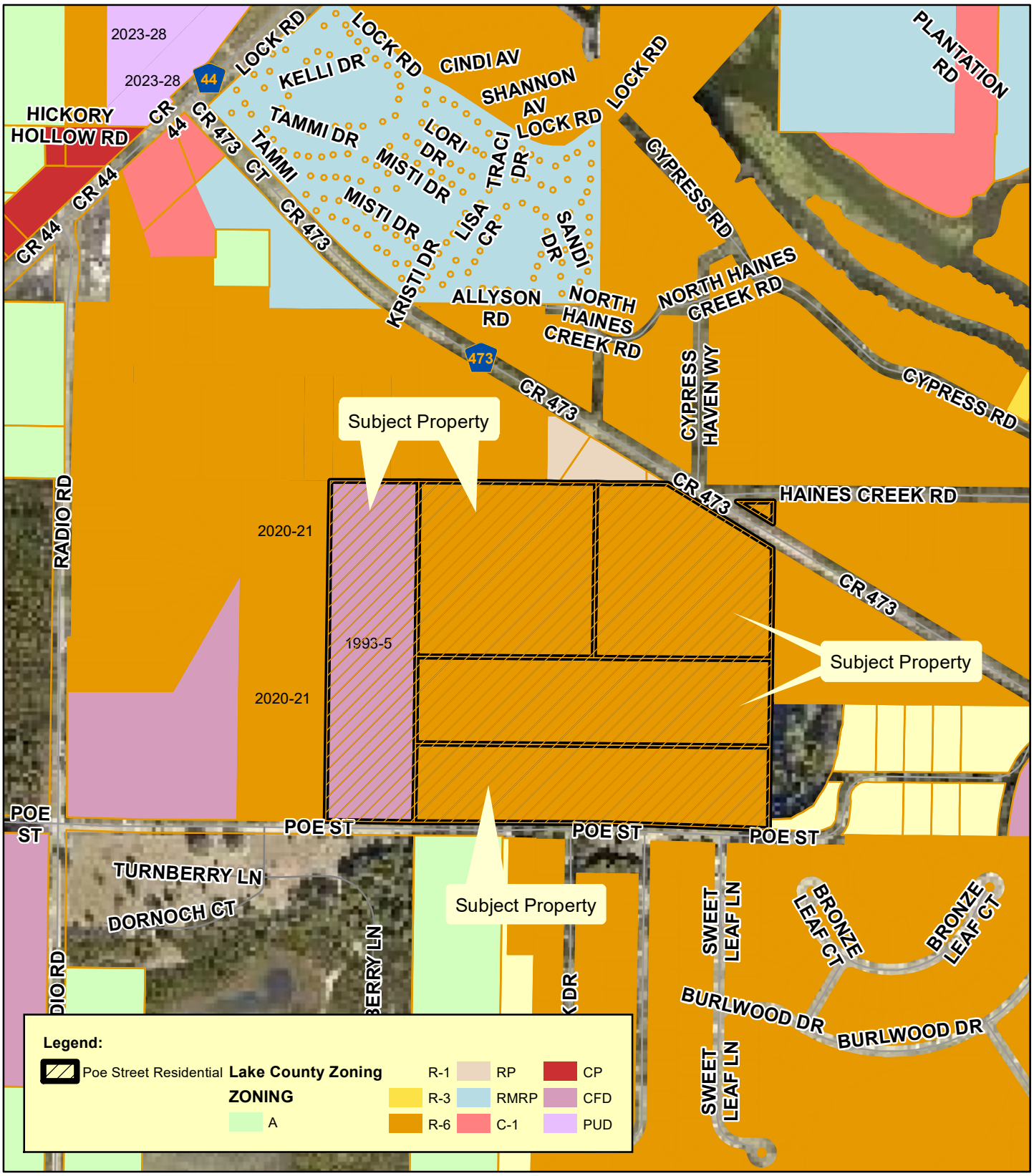
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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Lake County Zoning



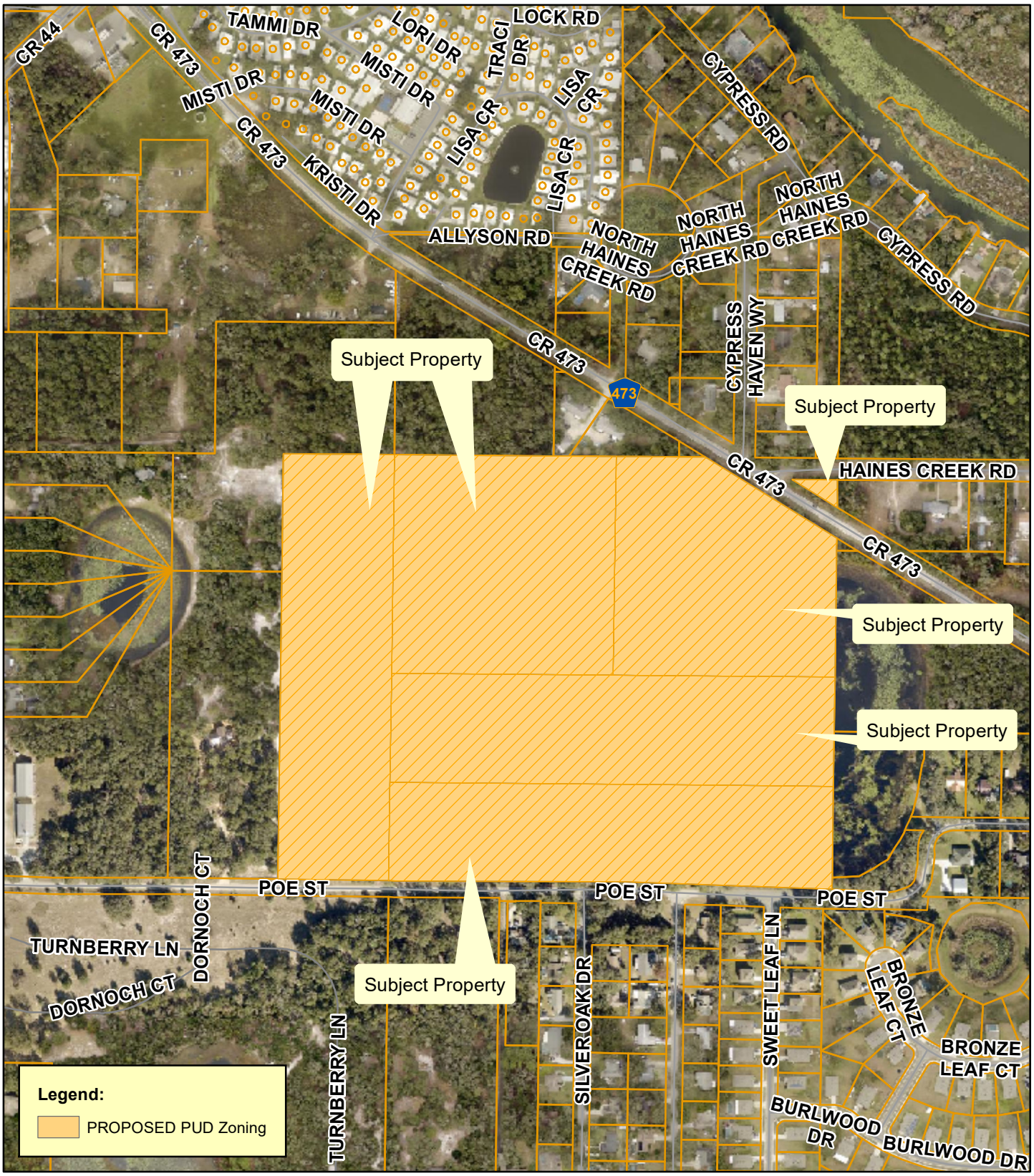
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Section 02, Township 19 South, Range 25 East
March 20, 2024

PROPOSED PLANNED UNIT DEVELOPMENT ZONING



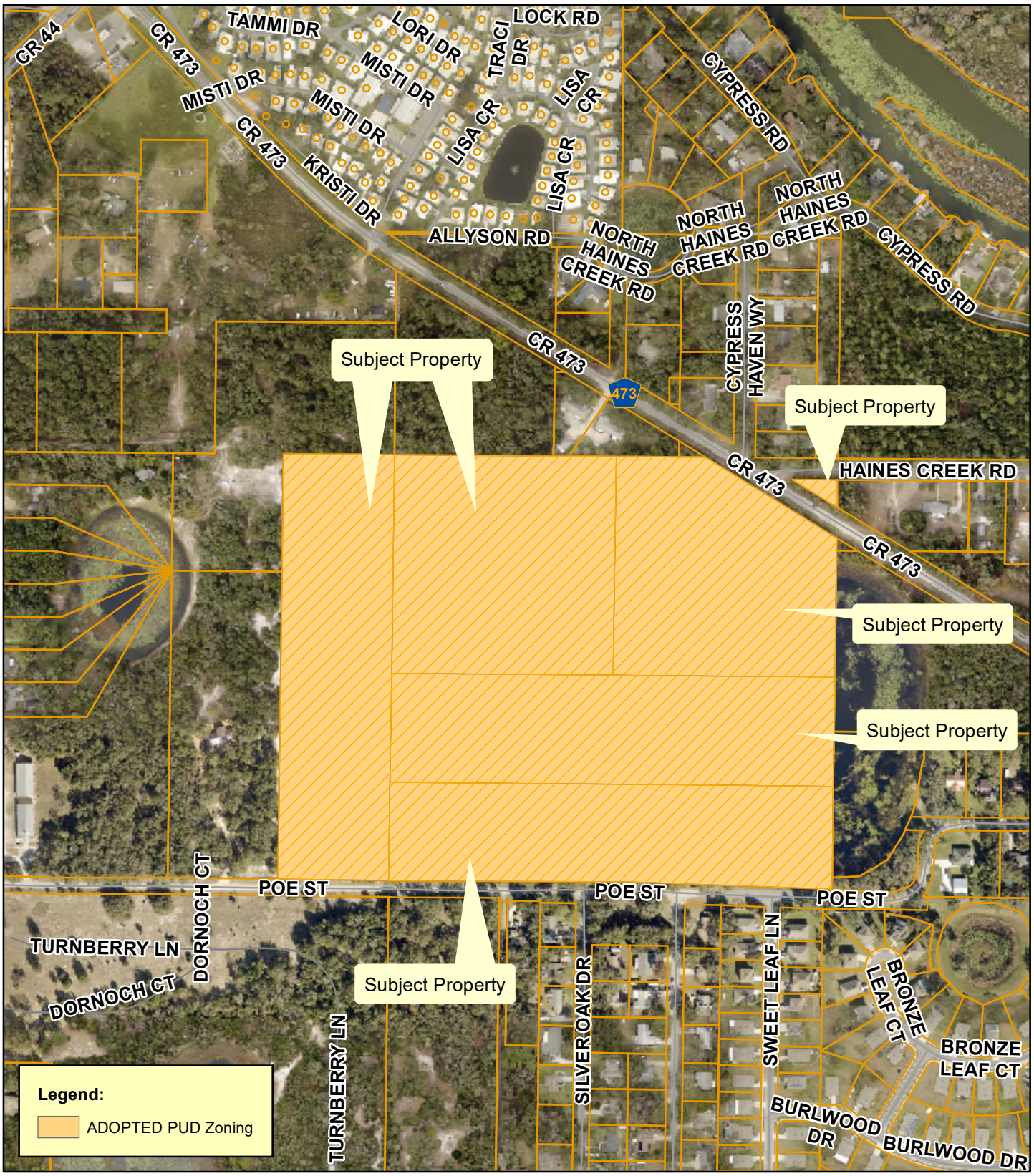
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Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

ADOPTED PLANNED UNIT DEVELOPMENT ZONING



Planning & Zoning Division

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Feet

Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

Surrounding Land Use



Planning & Zoning Division

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Feet

Caldwell Trust Property
ANNX-24-86; SSCP-24-87; PUD-24-88
AK#s: 1388040, 1388309, 1388007, 1388112, 1779201
Section 02, Township 19 South, Range 25 East
March 20, 2024

POE ROAD SUBDIVISION



Close up of signs that were posted



Looking north into the western side of the subject property on Poe Street



Looking east along Poe Street



Looking south across the street from subject property on Poe Street



Looking west along Poe Street



Looking north into the eastern side of the subject property on Poe Street



Looking east along Poe Street



Looking across the street from subject property



Looking west along Poe Street



Looking southwest into the property on County Road 473



Looking northwest on County Road 473



Looking across the street on County Road 473



Looking southeast on County Road 473

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: May 10, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

GENERAL LOCATION: North of Poe Street and south of County Road 473

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density
South – City Estate Residential, Lake County Urban Low Density
East – Lake County Urban Low Density
West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County CFD (Community Facility District) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
South – City of Leesburg PUD (Planned Unit Development), Lake County R-1 (Rural Residential), R-6 (Urban Residential District)
East – Lake County R-6 (Urban Residential District)
West – Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant undeveloped

SURROUNDING LAND USE:

North – Vacant Residential
South – Pasture Improved, Single-Family
East – Vacant Residential, Single-Family
West – Vacant Residential

PROPOSED LAND USE: Single-family detached residential

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: May 17, 2024
OWNER: Joyce D Caldwell Trust
PETITIONER: Sean Myers, Brightleaf Properties
PROJECT: Poe Road Subdivision
REQUEST: Small Scale Comprehensive Plan to Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: SSCP-24-87, PUD-24-88

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/17/24

FIRE

In reference to Case Number SSCP-24-87, PUD-24-88

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 SSCP-24-87, PUD-24-88 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 4/10/24

ELECTRIC

"This is outside Leesburg Electric Service territory. No objections." Steve Davis 3/28/24

GAS

"No Comment." Wayne Williams 3/28/24

GIS

"GIS has no comments." Nicholas Tota 3/28/2024

BUILDING

No comments received as of 5/17/24

PUBLIC WORKS

"Public Works has no issues with this. Developer will most likely have to tie into City Water and Sewer at the corner of Radio Rd and Poe Street once Troon Creek completes construction." Cliff Kelsey 3/28/24

ADDRESSING

No comments received as of 5/17/24

ECONOMIC DEVELOPMENT

No comments received as of 5/17/24

LAKE COUNTY PUBLIC WORKS

Please see attached Lake County Public Works comments 4/11/24

LAKE COUNTY SCHOOLS

No comments received as of 5/17/24

PUBLIC RESPONSES

Approval

No comments received as of 5/17/24

Disapproval

No comments received as of 5/17/24

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

March 1, 2024

Dianne Yekel,
Senior Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Poe Street Subdivision / Planned Unit Development
CASE NO.: PUD-24-88

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County Department of Public Works recommended requirements for Poe Street Subdivision PUD impacts to roadways and drainage systems:

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Poe Street:

- Access from Poe Street, a county maintained paved road, will require permitting with Lake County Public Works Department. The access must meet the county transportation and access management standards. Please coordinate the design of the access and any other necessary road and right-of-way improvements with the Engineering Division of the Lake County Public Works Department.
- Turn lanes will be required on Poe Street at the Developments proposed entrances.
- A preliminary review of the right-of-way for Poe Street return with some deeded right-of-way. A detailed survey of Poe Street will be required that includes all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for Poe Street will be required to meet the minimum requirements for a local road to accommodate the offsite road improvements, utilities, sidewalks, and maintaining the roadside drainage. The standard minimum right-of-way measured from centerline of the road is 33-ft. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A sidewalk will be required along the entire frontage of Poe Street to meet both city and county requirements.

CR 473:

- The development will be required to provide a dedicated left turn lane (northbound) on CR 473 at the intersection with Poe Street. Additional alignment and roadway improvements may also be required and will be further evaluated with future development application.

Radio Road:

- The development will have traffic impacts to the intersection of Radio Road and Poe Street. Further evaluation of the impacts will be required with the traffic impact study and future development application.

Traffic:

- The traffic methodology was shared with Lake County but the Traffic Impact Study for the development has not been provided for review. Please have the applicant provide the TIS to the Lake County Public Works Department and City of Leesburg for review.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any

other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Planning Manager for Lake County
Dan Miller, Planning and Zoning Manager for City of Leesburg

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	May 23, 2024
OWNER:	Joyce D Caldwell Trust
PETITIONER:	Sean Myers, Brightleaf Properties
PROJECT:	Poe Road Subdivision
REQUEST:	Rezoning to PUD (Planned Unit Development)
CASE NO.:	PUD-24-88

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 R-1 (Rural Residential), Lake County R-6 (Urban Residential District), Lake County RP (Residential Professional), and City of Leesburg PUD (Planned Unit Development).

2. The proposed Small Scale Comprehensive Plan (SSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density and City of Leesburg Estate Residential.

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 Lake County CFD (Community Facility District) and R-6 (Urban Residential District) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

POE ROAD SUBDIVISION
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
May 23, 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 **Joyce D Caldwell Trust, PO Box 490197, Leesburg, FL 34749 and 35335 Gala Drive, Leesburg, FL 34788 as "Permittee" (Sean Myers, Brightleaf Properties, 1133 Louisiana Ave #101, Winter Park, FL 32789, 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 Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 135 total units on approximately 49.12 acres, generally located north of Poe Street and south of County Road 473, 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 **Joyce D Caldwell Trust, PO Box 490197, Leesburg, FL 34749 and 35335 Gala Drive, Leesburg, FL 34788 as "Permittee" (Sean Myers, Brightleaf Properties, 1133 Louisiana Ave #101, Winter Park, FL 32789, Petitioner), t**o 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 135 single-family residential units on approximately 49.12 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) Location of all permitted uses shall be substantially with the conceptual site plan shown in Exhibit C

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 =	**66**
60' x 130' lots =	**63**
70' x 130' lots =	**6**
Total =	**135**

4. DEVELOPMENT STANDARDS

A. The project shall consist of 135 units on approximately 49.12 acres, at a gross density not to exceed 2.75 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 – 18 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 – 18 feet;
      Side – 7.5 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 – 18 feet;
      Side – 7.5 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. The north, south, and western 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.

E. Along the west side, abutting the residential properties, there shall be an addition of a non-invasive clumping bamboo within the required buffer. Acceptable clumping bamboo species include Seabreeze Midsize Timber Bamboo, Blue Timber Bamboo, or Emerald Timber Bamboo. This shall be maintained by a property owners or homeowner association.

F. A split rail fence, of either wood or vinyl/synthetic construction, shall be installed along the length of the exterior boundaries on the north, south, and west sides 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.

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 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.

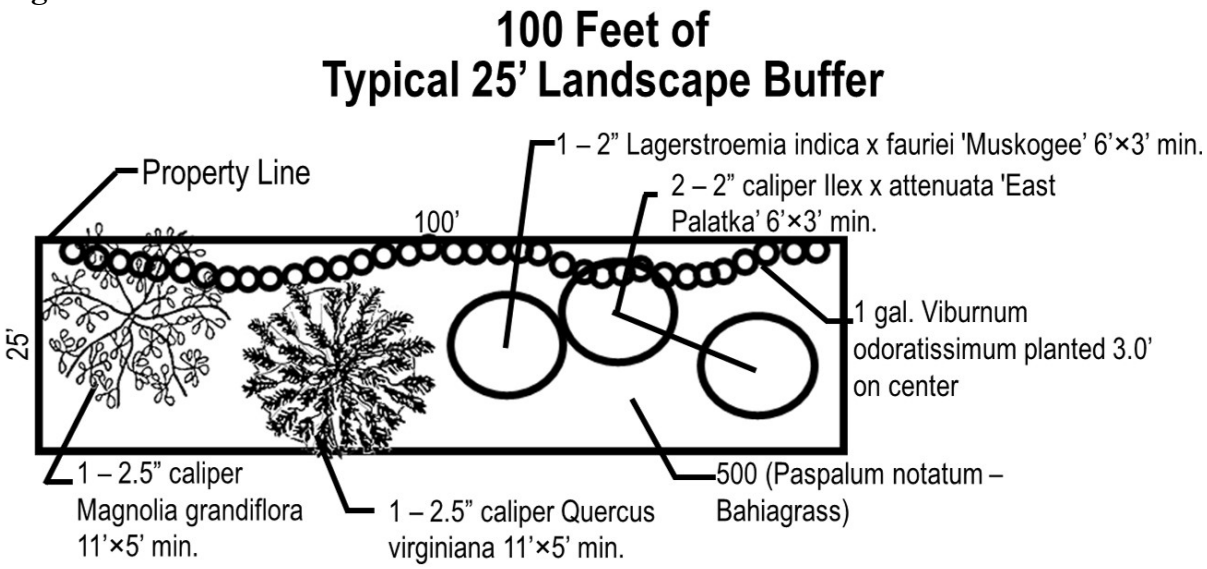
J. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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



Buffer detail is to illustrate plant material quality and specification only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system.

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 Poe Street and one (1) regular access point on Poe Street

B. Boulevard requirements: One 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, 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.

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 27,000 square feet (0.62 acres).
B. Permitted recreational amenities shall include:
    1. Children's playground areas
    2. Trails
    3. Dog Parks
    4. Various recreational courts (Tennis, Basketball, handball courts, etc.)
    5. Pavillion
C. Walking trails shall be provided around retention/detention pond and wetlands, as shown on the Conceptual Site Plan, Exhibit C.

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 review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

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.

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.

Poe Street Residential - Legal Description provided by Allen & Company

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

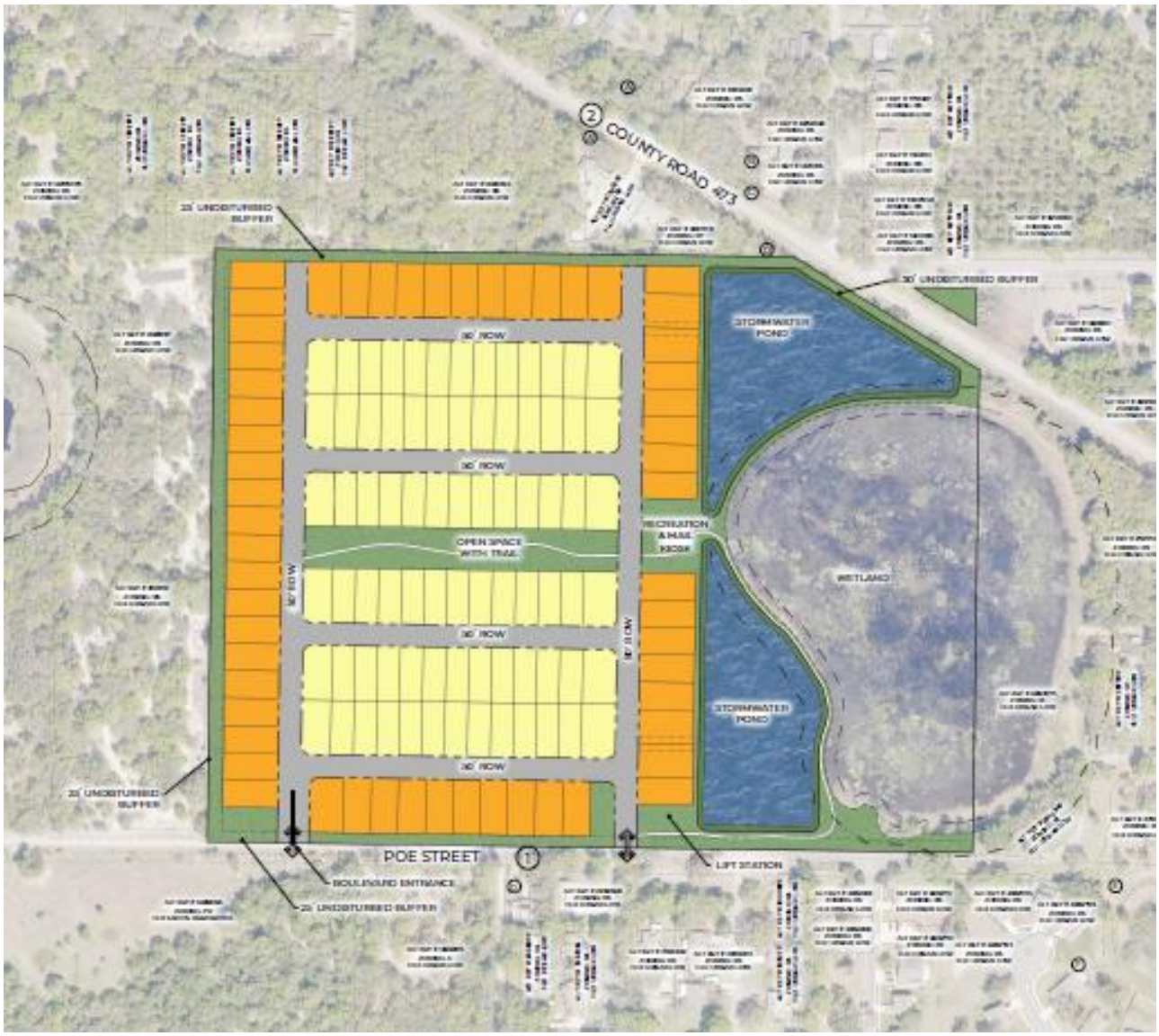
THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

EXHIBIT C **CONCEPTUAL SITE PLAN**



m

EXHIBIT D **SAMPLE FACADES**



LIVING AREA - 2,092 S.F



LIVING AREA - 1,615 S.F



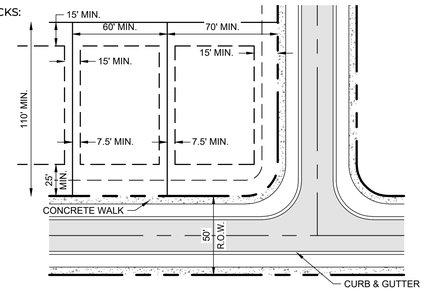
LIVING AREA - 1,990 S.F

Examples of Acceptable / Unacceptable Lighting Fixtures

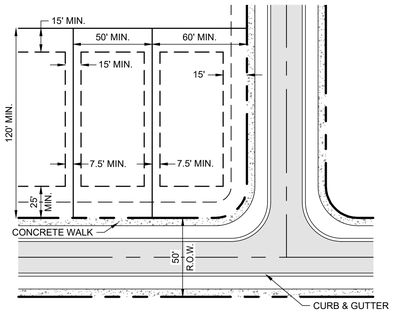


REQUIRED SETBACKS:

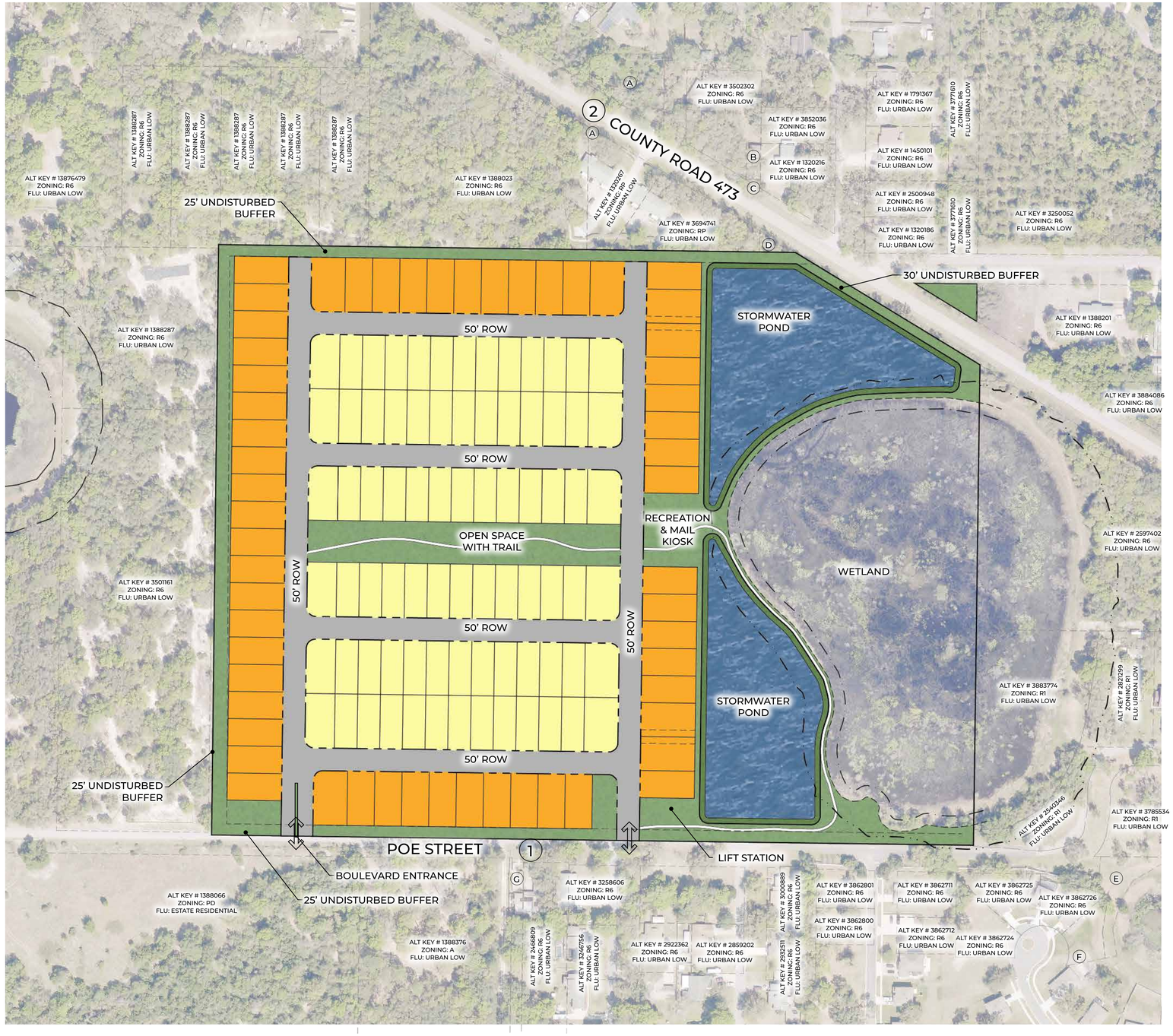
- FOR 50' LOTS
  - FRONT 25'
  - SIDE 15'
  - REAR 18'
- FOR 60' LOTS
  - FRONT 25'
  - SIDE 15'
  - REAR 18'



TYPICAL 60' LOT DETAIL
N.T.S.



TYPICAL 50' LOT DETAIL
N.T.S.



A ALT KEY # 1320275 ZONING: R6 FLU: URBAN LOW
B ALT KEY # 3852035 ZONING: R6 FLU: URBAN LOW
C ALT KEY # 1320259 ZONING: R6 FLU: URBAN LOW
D ALT KEY # 1320216 ZONING: R6 FLU: URBAN LOW
E ALT KEY # 3900844 ZONING: R6 FLU: URBAN LOW
F ALT KEY # 3862727 ZONING: R6 FLU: URBAN LOW
G ALT KEY # 3277791 ZONING: R1 FLU: URBAN LOW

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

LVLUP


SITE LOCATION
Haines Creek
Haines Creek Rd
County Road 473
Pole 31
Pole 30
Pole 29
Pole 28
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NOTES:

1. PROTECTED TREES ARE DEFINED IN THE CITY OF LEESBURG LDC SEC. 25-337.1 AS:
   - ALL TREES AND PALMS NATIVE TO FLORIDA OR FLORIDA FRIENDLY, INCLUDING, BUT NOT LIMITED TO THOSE IDENTIFIED WITHIN THE PROTECTED TREE LIST FOUR (4) INCHES OR LARGER IN DIAMETER AT BREAST HEIGHT.
   - SAND PINE AND XERIC OAK SCRUB COMMUNITY FOUR (4) INCHES DIAMETER OR LARGER AT BREAST HEIGHT.
   - WETLAND TREES OF ANY SIZE.
   - HISTORIC, SPECIMEN, AND HERITAGE TREES.
2. TREE REMOVAL PERMIT. IT SHALL BE UNLAWFUL AND A VIOLATION OF THIS SECTION TO CLEAR, KILL OR REMOVE A PROTECTED TREE OR PALM BY ANY METHOD WITHOUT FIRST OBTAINING A TREE REMOVAL PERMIT. WHEN A DEVELOPMENT ORDER IS ISSUED FOR A SITE PLAN, SUBDIVISION OR MASTER PARK PLAN, A SEPARATE TREE REMOVAL PERMIT SHALL NOT BE REQUIRED IF THE TREES TO BE REMOVED ARE IDENTIFIED AND MITIGATED ON THE APPROVED LANDSCAPE PLAN. APPROVAL OF A PRELIMINARY PLAT DOES NOT AUTHORIZE APPROVAL FOR THE REMOVAL OF TREES OR OTHER VEGETATION. ANY TREE REMOVAL PERMIT SHALL REQUIRE REPLACEMENT TREES IN COMPLIANCE WITH THIS SECTION AND SHALL SPECIFY THE SCHEDULE WHEN TREES WILL BE REMOVED AND WHEN SUCH REPLACEMENT TREES WILL BE PLANTED.

LEGEND

·	PROTECTED TREE (701 TOTAL)
———	PROPERTY LINE

1"=120'
0 60 120 240

POE STREET RESIDENTIAL

Master Development Plan

PREPARED FOR:
09 MAY 2024

CALDWELL ESTATES, LLC

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 10, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2024; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.

Staff Recommendation:
Approve the resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2024.

Analysis:
In 2015, the City Commission established a Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property located within the City. In 2020, the City updated the fire assessment program. The attached resolution implements the current rates for the Fiscal Year beginning October 1, 2024. The estimated amount to be collected in Fiscal Year 2024-25 is $3,262,240 after any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use

Categories	Rate Per Dwelling Unit
Residential	$165.00

Non-Residential Property Use

Categories	Rate Per Square Foot
Commercial	$0.09
Industrial/Warehouse	$0.04
Institutional	$0.28
Church	$0.06

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:
a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;

b. Mobile Home Park and Residential Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
c. Wholly tax-exempt Church property used primarily for religious purposes

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption of that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem tax bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Procurement Analysis:
N/A

Options:
1. Approve the attached resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2024; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
This resolution will generate up to approximately $3,262,240 in Fire Protection Revenue.
Account No. 001-0000-325-2xxx

RESOLUTION NO._____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESURG, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of Leesburg, Florida (the "City Commission"), has enacted Ordinance No. 2015-10 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2024;

WHEREAS, the City Commission, on June 8, 2020, adopted an Amended and Restated Initial Resolution No. 10,660, (the "Initial Assessment Resolution");

WHEREAS, the City Commission on September 14, 2020, adopted an Amended and Restated Final Assessment Resolution, Resolution No. 10,714, (the "Final Assessment Resolution");

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2024, the Ordinance requires the City Commission to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2024.

WHEREAS, notice of a public hearing has been given as required by Florida law and the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; and

WHEREAS, a public hearing was scheduled for, and held on, June 10, 2024, and comments and objections of all interested persons have been heard and considered as required by law and the terms of the Ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

SECTION 1. **AUTHORITY**. This resolution is adopted pursuant to Ordinance No. 2015-10; Resolution Nos. 10,660 and 10714; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION**. This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSMENTS**.

(A) The parcels of Assessed Property described in the Assessment Roll, which the City Manager is directed to prepare or cause to be prepared for the fiscal year beginning October 1, 2024, are found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution, in the amount of the Fire Protection Assessment to be set forth in the Assessment Roll and approved by subsequent Resolution. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of an Annual Assessment Resolution will constitute a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in this Preliminary Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution, and the Parcel Apportionment methodology described in Appendix E of the Initial Assessment Resolution and adopted in Section 9 of the Initial Assessment Resolution, are hereby approved for use in the fiscal year beginning October 1, 2024.

(C) For the Fiscal Year beginning October 1, 2024, the estimated Fire Protection Assessed Cost to be assessed is $3,299,000 The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2024, are hereby established as follows:

Residential Property Use Categories	***Rate Per Dwelling Unit***
Residential	$165.00

Non-Residential Property Use Categories	***Rate Per Square Foot***
Commercial	$0.09
Industrial/Warehouse	$0.04
Institutional	$0.28
Church	$0.06

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll to be approved by subsequent Resolution, are levied and imposed on all parcels of Assessed Property to be described in such Assessment Roll for the Fiscal Year beginning October 1, 2024.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of a Final Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds, or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, once approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll.

SECTION 4. **PUBLIC HEARING ON FINAL ASSESSMENT RESOLUTION.** Consistent with this Resolution, the Ordinance, and the Initial Rate Resolution, the City Manager shall schedule a public hearing for consideration of adoption of an Annual Assessment Resolution for the fiscal year beginning October 1, 2024. The City Manager shall cause due notice, and notice to

all owners of the Assessed Property, to be given and published as to such public hearing, in the manner required by Florida law, the Ordinance, and the Initial Rate Resolution. The public hearing is tentatively scheduled for September 12, 2024, at 5:30 p.m., at the Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida 34748. At that time, the City Commission will hear comments from the public and affected property owners, and consider adoption of the Annual Assessment Resolution to re-impose Fire Protection Assessments on all non-exempt Assessed Property, to be collected on the same tax bill as ad valorem taxes.

SECTION 5. **NOTICE BY PUBLICATION**. The City Manager shall publish a notice of public hearing authorized by Section 4 hereof in the manner and time provided in the Ordinance. The notice shall be published no later than August 21, 2024, in substantially the form attached hereto as Appendix A.

SECTION 6. **NOTICE BY MAIL**. The City Manager shall also provide notice by first class mail to the owner of each parcel of assessed property in the event circumstances described in the Ordinance so require. Such notices shall be mailed no later than August 21, 2024. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 7. **EFFECT OF ADOPTION OF RESOLUTION**. The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Final Assessment Resolution.

SECTION 8. **SEVERABILITY**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 9. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED at the regular meeting of the Leesburg City Commission held on the 10th day of June 2024.

THE CITY OF LEESBURG, FLORIDA

BY: _____
James Burry, Jr., Mayor

Attest: _____

ANDI PURVIS, City Clerk

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 12, 2024 at Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728 – 9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories	**Rate per Dwelling Unit**
Residential	$165.00
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.09
Industrial/Warehouse	$0.04
Institutional	$0.28
Church	$0.06

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
c. Wholly tax-exempt Church property used primarily for religious purposes.
d. Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2024 – 2025. Those seeking an exemption under category (c) above must file

the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

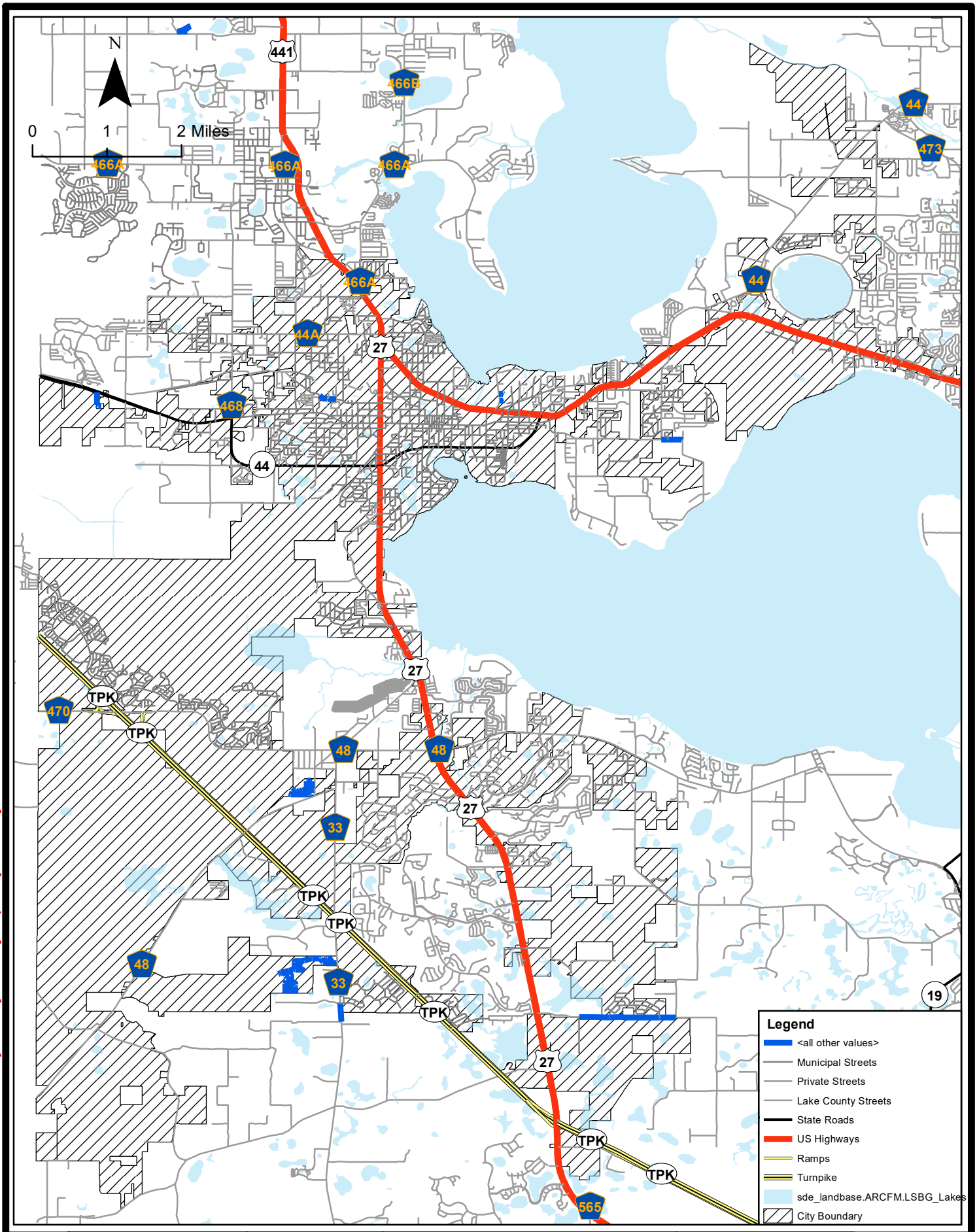
Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerks Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2024. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.

{PLEASE INSERT CITY OF LEESBURG MAP HERE}

CITY COMMISSION
CITY OF LEESBURG, FLORIDA



Document Path: K:\GIS\Projects\City Boundry\Maps\CityBoundary.mxd

SHEET 1 OF 1

Date: 6/4/2024
Compiled by: Aidan Holmes
Approved by: Andi Purvis
Scale: Reference Scale: 1:0
File: K:\GIS\Projects\City Boundry\Maps\CityBoundary.mxd

DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.

City of Leesburg
City Boundary
47.89Sq Miles

Geographical Information Systems
A Division of Information Technology
204 N. 5th Street
Leesburg, FL 34748
Ph. 352.728.9786
Fx. 352.326.6634
www.leesburgflorida.gov

Revisions
Date | Description

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: June 10, 2024

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, endeavoring, in good faith, to relocate the Lake County Express Transfer Station from the Lake Sumter State College Campus to the Lake Square Mall in Leesburg, Florida; and providing an effective date.

Staff Recommendation:
Approve resolution.

Analysis:
In the past, the City may have apparently made overtures to Lake/Sumter State College that the property being sold to Blurock Development, LLC would never be developed. With the sale, development is now eminent. Development is now possible because of changes in FAA surplus land policy. In an effort to better partner with the State College, the City Manager is recommending the City financially assist with the relocation of the Lake Express transfer station, which is currently located on college property. The College will still have a bus stop, but it will be located on US 441, adjacent, but not on, College property. The cost to relocate the station may be as much as $50,000. The City may be able to get a developer contribution to relocate the station and will work with the County and Lake Square Mall to formally agree on the station's relocation.

Procurement Analysis:
N/A

Options:
1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The funds will come from the sale proceeds.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ENDEAVORING, IN GOOD FAITH, TO RELOCATE THE LAKE COUNTY EXPRESS TRANSFER STATION FROM THE LAKE/SUMTER STATE COLLEGE CAMPUS TO THE LAKE SQUARE MALL IN LEESBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission is currently under contract dated November 27, 2023, to sell 10.4 acres of Airport Property, generally located at the intersection of US 441 and College Drive, Leesburg, Florida, to Blurock Development, LLC (Orlando, Florida); and,

WHEREAS, the City Commission never anticipated that the aforementioned property would be developed; and,

WHEREAS to better partner with Lake/Sumter State College, the City shall invest up to fifty thousand dollars ($50,000) to relocate the current Lake Express Transfer Station.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT, the City of Leesburg, Florida, shall in good faith, endeavor to partner with Lake County and the Lake Square Mall to relocate the Lake/Sumter State College Lake Express Transfer station from the college campus to the Lake Square Mall.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of June 2024.

_____
James A. Burry, Jr.
Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Revenue - Estimated (Nov 2023)		
Item	Amount	
Sponsorship	$	215,000.00
Food/Merch	$	150,000.00
Vendor Registration Fees	$	125,000.00
Beverage Sales	$	30,000.00
Total Income	**$**	**520,000.00**

Revenue - Actual		
Item	Amount	
Sponsorship	$	169,661.20
Food/Merch	$	72,604.00
Vendor Registration Fees	$	115,920.00
VIP/Parking/ATM	$	34,713.20
Total Income	**$**	**392,898.40**

Expenses - Estimated (Nov 2023)		
Item	Amount	
Advertising	$	25,000.00
Awards & Prizes	$	3,500.00
Bank Charges/CC Fees	$	3,000.00
Contingency	$	50,000.00
Production/Staff Food	$	7,500.00
Equipment Rental	$	20,000.00
Entertainment	$	200,000.00
Band Catering	$	5,000.00
Merch	$	20,000.00
Office Expense	$	1,000.00
Salaries	$	5,000.00
Stage/Sound	$	80,000.00
Security	$	100,000.00
Total Income	**$**	**520,000.00**

Estimated Profit/Loss **$** **-**

Expenses - Actual		
Item	Amount	
Advertising	$	41,229.57
Awards & Prizes	$	1,515.25
Parking Lot Rental (Lifestream)	$	7,650.00
Contingency	$	20,316.76
Production/Staff Food	$	817.29
Equipment Rental	$	47,323.02
Entertainment	$	178,085.00
Band Catering	$	2,411.26
Merch	$	-
Office Expense	$	34.15
Salaries	$	-
Stage/Sound	$	58,763.40
Security	$	40,689.09
Other	$	2,355.43
Total Expenses	**$**	**401,190.22**

Profit/Loss **$** **(8,291.82)**

Revenue - Alc		
Item	Amount	
Alc Contract	$	164,102.16
Total Income	**$**	**164,102.16**

Expenses - Alc		
Item	Amount	
Chamber Fee	$	50,000.00
Insurance	$	48,352.50
Reimbursment	$	55,405.24
Cash Room Food/Carts	$	1,586.58
Civic Funding/Tips	$	37,527.95
Cash Room Staffing	$	7,941.00
Total Expenses	**$**	**200,813.27**

Profit/Loss **$** **(36,711.11)**

Revenue - Actual
Item
Sponsorship
Food/Merch
Vendor Registration Fees
Other (VIP)
Alcohol (Chamber)
Total Income

Expenses - Actual
Item
Advertising
Awards & Prizes
Parking Lot Rental (Lifestream)
Contingency
Production/Staff Food
Equipment Rental
Entertainment
Band Catering
Merch
Office Expense
Salaries
Stage/Sound
Security
Alcohol (Chamber)
Other
Total Expenses

Profit/Loss

Amount
$ 169,661.20
$ 72,604.00
$ 115,920.00
$ 34,713.20
$ 164,102.16
$ 557,000.56

Amount
$ 41,229.57
$ 1,515.25
$ 7,650.00
$ 20,316.76
$ 817.29
$ 47,323.02
$ 178,085.00
$ 2,411.26
$ -
$ 34.15
$ -
$ 58,763.40
$ 40,689.09
$ 200,813.27
$ 2,355.43
$ 602,003.49

$ (45,002.93)

Revenue - Actual		
Item	Amount	
Sponsorship	$	169,661.20
Food/Merch	$	72,604.00
Vendor Registration Fees	$	115,920.00
VIP/Parking/ATM	$	34,713.20
Alcohol (Chamber)	$	164,102.16
Total Income	**$**	**557,000.56**

Expenses - Actual		
Item	Amount	
Advertising	$	41,229.57
Awards & Prizes	$	1,515.25
Parking Rentals	$	7,650.00
Contingency	$	20,316.76
Nourishments	$	817.29
Equipment Rental	$	47,323.02
Entertainment	$	178,085.00
Band Catering	$	2,411.26
Merch	$	-
Office Expense	$	34.15
Salaries - City OT	$	78,778.51
Stage/Sound	$	58,763.40
Security	$	40,689.09
Alcohol (Chamber)	$	200,813.27
Other	$	2,355.43
Total Income	**$**	**680,782.00**

Profit/Loss	**$**	**(123,781.44)**

Non-Profit Alcohol		
Total Revenue	**$**	**164,102.16**
Chamber Fee	$	50,000.00
Insurance	$	48,352.50
Reimbursment	$	55,405.24
Cash Room Food/Carts	$	1,586.58
Civic Funding/Tips	$	37,527.95
Cash Room Payment	$	7,941.00
Total Expenses	**$**	**200,813.27**
Profit/Loss	**$**	**(36,711.11)**

Total Revenue
Tax
Fee
Insurance
Reimbursment
Tips
Efficency Bonus
Cash Room Payment
70/30% Split
Total Expenses
Profit/Loss
Difference

Revenue - Alc Chamber		
Item	Amount	
Sponsorship	$	170,159.00
Food/Merch	$	72,604.00
Vendor Registration Fees	$	115,920.00
Other (VIP)	$	34,713.20
Alc Contract	$	164,102.16
Total Income	**$**	**557,498.36**

Revenue - Al
Item
Sponsorship
Food/Merch
Vendor Registration Fee
Other (VIP)
Alc Contract
Total Income

Expenses - Alc Chamber		
Item	Amount	
Advertising	$	41,229.57
Awards & Prizes	$	1,515.25
Parking Payments	$	7,650.00
Contingency	$	20,316.76
Production/Staff Food	$	817.29
Equipment Rental	$	47,323.02
Entertainment	$	178,085.00
Band Catering	$	2,411.26
Merch	$	-
Office Expense	$	34.15
Salaries (OT)	$	-
Stage/Sound	$	58,763.40
Security	$	40,689.09
Alcohol	$	200,813.27
Other	$	2,355.43
Total Expense	**$**	**602,003.49**
Profit/Loss	**$**	**(44,505.13)**
Profit/Loss (W/OT)	**$**	**(123,283.64)**

Expenses - A
Item
Advertising
Awards & Prizes
Parking Payments
Contingency
Production/Staff Food
Equipment Rental
Entertainment
Band Catering
Merch
Office Expense
Salaries (OT)
Stage/Sound
Security
Alcohol
Other
Total Expense
Profit/Loss
Profit/Loss (W/OT)

Professional Alcohol	
$	**143,124.00**
$	-
$	10,000.00
$	-
$	-
$	-
$	-
$	-
$	93,186.80
$	**103,186.80**
$	**39,937.20**
$	**76,648.31**

lc Contract	
Amount	
$	169,661.20
$	72,604.00
$	115,920.00
$	34,713.20
$	39,937.20
$	**432,835.60**

lc Contract	
Amount	
$	41,229.57
$	1,515.25
$	7,650.00
$	20,316.76
$	817.29
$	47,323.02
$	178,085.00
$	2,411.26
$	-
$	34.15
$	-
$	58,763.40
$	40,689.09
$	-
$	2,355.43
$	**401,190.22**
$	**31,645.38**
$	**(47,133.13)**

2025 (W/OT)

ITEM		Budgeted
Sponsorship	$	215,000.00
Beverage Sales	$	50,000.00
Merchandise/Concessions	$	70,000.00
Vendor Registration Fee	$	125,000.00
VIP	$	32,000.00
Parking/ATM	$	3,500.00
Total Income	**$**	**495,500.00**

Expense		
Advertising	$	40,000.00
Awards & Prizes	$	1,500.00
Property Rentals	$	7,500.00
Contingency	$	10,000.00
Cleanup	$	27,000.00
Equipment Rentals	$	60,000.00
Entertainment	$	200,000.00
Catering	$	4,500.00
Office Expense	$	500.00
Salaries (City OT)	$	78,000.00
Stage/Sound	$	65,000.00
Security	$	50,000.00
Signage	$	2,500.00
Total Expense	**$**	**546,500.00**
Net Income	**$**	**(51,000.00)**

2025 (W/Out

ITEM
Sponsorship
Beverage Sales
Merchandise/Concessions
Vendor Registration Fee
VIP
Parking/ATM
Total Income

Expense
Advertising
Awards & Prizes
Property Rentals
Contingency
Cleanup
Equipment Rentals
Entertainment
Catering
Office Expense
Salaries (City OT)
Stage/Sound
Security
Signage
Total Expense
Net Income

t OT)

	Budgeted
$	215,000.00
$	50,000.00
$	70,000.00
$	125,000.00
$	32,000.00
$	3,500.00
$	**495,500.00**

$	40,000.00
$	1,500.00
$	7,500.00
$	10,000.00
$	27,000.00
$	60,000.00
$	200,000.00
$	4,500.00
$	500.00
$	-
$	65,000.00
$	50,000.00
$	2,500.00
$	**468,500.00**
$	**27,000.00**

OVERALL BUDGET

Revenue

ITEM		Budgeted		Actual
Beverage Sales	$	-	$	-
Sponsorship	$	215,000.00	$	169,661.20
Food/Merch	$	150,000.00	$	72,604.00
Vendor Registration Fees	$	125,000.00	$	115,920.00
VIP/Parking/ATM	$	30,000.00	$	34,713.20
Total Income	**$**	**520,000.00**	**$**	**392,898.40**

Expense

Advertising	$	25,000.00	$	41,229.57
Awards & Prizes	$	3,500.00	$	1,515.25
Parking Payments	$	3,000.00	$	7,650.00
Contingency	$	50,000.00	$	20,316.76
Nourishments	$	7,500.00	$	817.29
Equipment Rentals	$	20,000.00	$	47,323.02
Entertainment	$	200,000.00	$	178,085.00
Band Catering	$	5,000.00	$	2,411.26
Merchandise	$	20,000.00	$	-
Office Expense	$	1,000.00	$	34.15
Salaries	$	5,000.00	$	-
Stage/Sound	$	80,000.00	$	58,763.40
Security	$	100,000.00	$	40,689.09
Other	$	-	$	2,355.43
Total Expense	**$**	**520,000.00**	**$**	**401,190.22**
Net Income	**$**	**-**	**$**	**(8,291.82)**

TOTAL DEPOSIT MINUS STARTING CASH					CREDIT CARD SALES				TOTAL SALES	
STATIONS	FRI	SAT	SUN	TOTAL	FRI	SAT	SUN	TOTAL		
BEER 4	$ 3,213.00	$ 5,934.00	$ 531.00	$ 9,678.00	$270.00	$1,724.00	$252.00	$2,246.00	$ 11,924.00	
BEER~BAR 5	$ 9,166.00	$ 19,524.00	$ 2,246.00	$ 30,936.00	$1,760.00	$5,381.00	$897.00	$8,038.00	$ 38,974.00	
BEER 6	$ 3,973.00	$ 10,584.00	$ 336.00	$ 14,893.00	$370.00	$2,818.00	$285.00	$3,473.00	$ 18,366.00	
BEER MARKET	$ 2,943.00	$ 7,118.00	$ 1,036.00	$ 11,097.00	$0.00	$0.00	$0.00	$0.00	$ 11,097.00	
BAR ~ GATOR	$ 8,702.00	$ 18,250.00	$ 1,356.00	$ 28,308.00	$2,258.00	$4,172.00	$437.00	$6,867.00	$ 35,175.00	
BAR~TOWNSQUARE	$ 8,181.00	$ 18,689.00	$ 3,141.00	$ 30,011.00	$1,140.00	$3,028.00	$513.00	$4,681.00	$ 34,692.00	
VIP BAR 1 SS	$ 280.00	$ 392.00	$ -	$ 672.00	$182.00	$261.00		$443.00	$ 1,115.00	
VIP BAR 2 AM	$ 340.00	$ 476.00	$ -	$ 816.00	$109.00	$120.00		$229.00	$ 1,045.00	
VIP BAR 3 MF	$ 131.00	$ 166.00	$ -	$ 297.00	$14.00	$110.00		$124.00	$ 421.00	
VIP BAR 4 MT	$ 244.00	$ 305.00	$ -	$ 549.00	$18.00	$86.00		$104.00	$ 653.00	
VIP BAR 5 AC	$ 101.00	$ 258.00	$ -	$ 359.00	$0.00	$76.00		$76.00	$ 435.00	
	$ 37,274.00	$ 81,696.00	$ 8,646.00	$ 127,616.00	$6,121.00	$17,776.00	$2,384.00	$26,281.00	$ 143,124.21	<<COL Revenue After Sales Tax
								Total W/Tips	$ 164,102.16	

Chamber Alcohol

Total Revenue	**$**	**164,102.16**
Tax	$	11,566.00
Fee	$	50,000.00
Insurance	$	48,352.50
Reimbursment	$	55,405.24
Tips	$	20,977.95
Efficency Bonus	$	16,550.00
Cash Room Payment	$	7,941.00
Total Expenses	**$**	**210,792.69**
Profit/Loss	**$**	**(46,690.53)**
Professional Bars + COL Profit	**$**	**(54,982.35)**

Professional Alcohol

Total Revenue	**$**	**143,124.21**
Tax	$	-
Fee	$	10,000.00
Insurance	$	-
Reimbursment	$	-
Tips	$	-
Efficency Bonus	$	-
Cash Room Paymer	$	-
70% - Profit	$	93,186.95
Total Expenses	**$**	**103,186.95**
Profit/Loss	**$**	**39,937.26**
Professional Bars + COL Profit	**$**	**31,645.44**

Chamber Alcohol

Total Revenue (W/Tips)	**$**	**164,102.16**
Chamber Fee	$	50,000.00
Insurance	$	48,352.50
Reimbursment	$	55,405.24
Cash Room Food/Carts	$	1,586.58
Civic Payout	$	37,527.95
Cash Room Payment	$	7,941.00
Total Expenses	**$**	**200,813.27**
Profit/Loss	**$**	**(36,711.11)**
Chamber + COL Profit/Loss	**$**	**(45,002.93)**

Professional Alcohol

Total Revenue (W/Out Tips)	**$**	**143,124.00**
Tax	$	-
Fee	$	10,000.00
Insurance	$	-
Reimbursment	$	-
Tips	$	-
Efficency Bonus	$	-
Cash Room Payment	$	-
70% - Service Charge	$	93,186.80
Total Expenses	**$**	**103,186.80**
Profit/Loss	**$**	**39,937.20**
Professional Bars + COL Profit	**$**	**31,645.38**