

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
TUESDAY, MAY 27, 2025 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. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

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 12, 2025

B. PURCHASING ITEMS:

1. **Purchase request for four (4) 2025 Ford Ranger Supercrew 4x2 vehicles in the total amount of \$120,872.00 from Duval Ford, contract holder for the Florida Sheriffs Association light vehicle, contract FSA 24-VEL-32.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Amendment No.3 to an existing contract with Odyssey Manufacturing Company; 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 an Agreement with Forefront Architecture and Engineering, LLC related to the Professional Services - Design Agreement for the Leesburg Gas Department Operations Center; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Seasons at Troon Creek, a subdivision of the City of Leesburg, Florida, being a portion of Section 2, Township 19 South, Range 25 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. (Season at Troon Creek)**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Stanley Martin Homes, LLC., regarding electric service to a development known as Silver Lake Pointe Phase 2; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a grant from the Florida Digital Service, Department of Management Services for the Local Government Cybersecurity Grant Program, authorizing the City Manager or his designee to perform the duties of the Executive Sponsor of said grant, and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Carver Heights CRA, Hwy 441/27 CRA, Debt Service, Capital Projects, Electric, Gas, Water, Wastewater, Gas Tax, Police Forfeiture and Fleet Services Funds for the Second Quarter; 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 Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC,**

regarding natural gas service to the development known as Whispering Hills-Phase II; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. SECOND READING OF ORDINANCES:

1. None

B. FIRST READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida vacating and abandoning a portion of the unimproved right-of-way of Madison Street located in Leesburg, Lake County, Florida, south of U.S. Highway 441 and between Lot 4, Block 46, and Lot 1, Block 47, According to the Revised and Recorrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69 of the Public Records of Lake County, Florida; Reserving a utility easement; providing for conditions; providing for severability; and providing for an effective date.
2. An Ordinance of the City of Leesburg, Florida, amending Chapter 10 of the Code of Ordinances, relating to Fire Protection and Prevention, to Create Article III - Open Burning Regulations; Creating Sections 10-50 through 10-52; providing for Regulations and Restrictions on Open Burning; providing for penalties; providing for exemptions; providing for conflicts, severability, codification, and an effective date.
3. An Ordinance of the City of Leesburg, Florida amending Ordinance No. 24-25 Concerning the Granting of a Non-Exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns ("franchisee"); providing for conflict and severability; and providing an effective date.

C. NON-ROUTINE ITEMS:

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MAY 12, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, May 12, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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

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

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

2. PROCLAMATIONS:

A. Lupus Awareness Month

Mayor Reisman read a proclamation proclaiming May 2025 as Lupus Awareness Month in the City of Leesburg and echoed the call for increases in public and private sector funding for medical research on lupus, targeted education programs for health professionals, patients and the public, and worldwide recognition of lupus as a significant public health issue. **Paula Mitchell** accepted the proclamation.

B. Water Reuse Week

Mayor Reisman read a proclamation proclaiming May 18-24, 2025, as Water Reuse Week and called upon each citizen and business to help protect our precious water resources by practicing water conservation and the efficient and effective use of reclaimed water. **Chief Plant Operator (CPO) Al Purvis**, accepted the award on behalf of his staff.

3. PRESENTATIONS:

A. **Presentation of the Florida American Water Works Association 2025 Outstanding Class C Water Treatment Plant to the City of Leesburg for the Highland Lakes Water Treatment Facility**

Mayor Reisman explained that we had received the Florida American Water Works Association 2025 Outstanding Class C Water Treatment Facility for the City of Leesburg Highland Lakes Water Treatment Facility.

CPO Purvis accepted the award. He thanked his staff for all their hard work and dedication because without them, we would not be able to win these awards. **Mayor Reisman** agreed. Without our staff, we would not be the city we are today.

B. **Auditor Presentation - Fiscal Year ending September 30, 2024 - by Joel Knopp, CPA**

Joel Knopp of Forvis Mazars, LLP said it was a pleasure to be here. Yes, they are presenting under a different company name this year as opposed to last year, but he is now a partner of Forvis Mazars. MSL CPAs joined Forvis Mazars effective November 1, 2024. This will be the first report issued under Forvis Mazars. He was truly excited to have joined this firm because it is a large national firm which provides a lot of resources to serve clients as well as additional opportunities for employees.

Referring to slides, he said the first one covers the required communications to the governing board, which is the city commission. There was a separate letter provided, but the main thing to point out is there were no audit adjustments identified during the audit. That is an indication of good internal controls over financial reporting and the city has good procedures in place to identify the adjustments needed at the close of the audit period. They received full cooperation from management throughout the audit. As it relates to audit reports, these are seen throughout the document. The first is on pages 14–16. Under the independent auditors' report on financial statements, they had an unmodified opinion, which means it was a clean opinion for the city. Then, on pages 225–226, the report on internal control over financial reporting and on compliance, they found that to be a clean report. There were no internal control findings and no compliance findings related to financial reporting. On pages 227–229, the report on compliance for each major federal program and major state project and on internal control over compliance, they found no compliance findings and no internal control findings related to major federal grants, so that was a clean report. They also tested a grant and what they tested was the coronavirus state and local fiscal recovery funds. There were two additional reports, the examination report on investment compliance and the management letter, which are required by the Florida Auditor General. They had to go through different procedures to identify the specific elements that the Auditor General requires and those were both clean reports.

Moving to the financial highlights, they look specifically at governmental activities and business-type activities. It is the full accrual presentation of the city's numbers, which includes the long-term assets, capital assets as well as long-term liabilities. The 2024 governmental activities showed an improvement. There was a positive change in net position of \$12 million compared to \$4 million in 2023. The business-type activities also had a sizable improvement of \$17.3 million, which was a positive change in net position compared to \$11.8 million in 2023. The business-type activities cover the utility and enterprise funds of the city. Moving to the general fund, since this is the main operating fund of the city. He wanted to highlight that the unassigned fund balance finished the year at \$15.5 million, which represents 42.6%

of expenditures and transfers-out. They want that to be at least a 25% level, so that is a healthy level of unassigned fund balance. The last slide for the general fund illustrates the city's compliance with its budget. The city brought in \$2.6 million more than budgeted and spent \$1 million less than budgeted. So, there is a \$3.6 million positive variance for fiscal year 2024. Overall, the city is in good shape as of the end of the fiscal year.

He specifically wanted to thank Gina Frazier, the finance manager, because she spent a lot of time on this. She was the one who actually put the majority of the documents together. He appreciated her cooperation and help throughout the audit. **Mayor Reisman** asked if there were any questions from the commission. **Commissioner Berry** wanted to verify if the city had changed firms or if the prior company merged with this new firm. **Mr. Knopp** responded that they were the same firm, all they did was merge with one another. **Commissioner Berry** thanked him for the clarification.

4. PUBLIC COMMENTS:

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Semeione Richardson, owner of Artist with a Purpose on Fourth Street, thanked the city for supporting the art studio. Art on Fourth Street has been a major event, and it has been great for the community. They have a lot of things going on with the art and jeep festival. Also, last week, she was able to paint with the blind, which helped bring people from all over to the downtown. She has met people from Tampa, Winter Garden, and other surrounding communities. She thanked the city for supporting Artists with a Purpose and for looking at the bigger vision.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.C.1 - Appointing one alternate member to the Lake County Library Advisory Board to fill an unexpired term ending February 28, 2028.

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

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held April 28, 2025**

B. PURCHASING ITEMS:

- 1. Request for purchase and installation of one (1) new 20 Ton Carrier HVAC unit for the LMSC Building from Garden City Westbrook Holdco, LLC.**
- 2. Request for ratification of Change Order for Blanket Purchase Order No. 539296 to increase the total authorized amount by \$600,000.00. This change will bring the revised total value of the Blanket Purchase Order to \$1,175,000.00.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, appointing one alternate member to the Lake County Library Advisory Board to fill an unexpired term ending February 28, 2028; and providing an effective date.**

ADOPTED RESOLUTION 12,030

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

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

Mayor Reisman requested comments from the Commission and the audience.

Mayor Reisman said he pulled this because the commission needed to assign an alternate designee to this board. We received two applicants; Donald Wentz and Susan Fetters. He asked if there were any recommendations. **Commissioner Burry** said both resumes looked good, so that made it hard to determine. However, Susan Fetter's application said she was a board member, so does that mean she was a library board member at some point? **Mayor Reisman** asked if either applicant was in the audience and if they had any comments.

The applicant, Susan Fetter, thanked the commission for considering her application. She has previous board experience because she was on the county advisory board for Keep Lake Beautiful. She was also an elected official on the Lake Soil and Water Conservation District Board, where she served as a

supervisor. However, at this time, she was not serving on any board. **Mayor Reisman** asked for a recommendation.

Commissioner Burry made a motion to appoint Susan Fetter as the city's alternate member to the Lake County Library Advisory Board, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

2. **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, Bellaviva at Whispering Hills, LLC, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Whispering Hills)**

ADOPTED RESOLUTION 12,031

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lease Agreement with The Last House on the Block of Lake County, Inc.; and provide an effective date.**

ADOPTED RESOLUTION 12,032

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to engage in services to compile a Tax Study Survey with Lake 100 for an expense amount up to \$15,000; and providing an effective date.**

ADOPTED RESOLUTION 12,033

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

ADOPTED RESOLUTION 12,034

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

A. SECOND READING OF ORDINANCES:

1. None

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 8.77 +/- acres; and being generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, 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. (Venice at Lake Harris ANNX)**

Mayor Reisman asked the city attorney to perform the swearing-in. **CA Watson** asked anyone wishing to speak on item 6.B.3, Venice at Lake Harris Rezoning, 6.B.6, BarKey II/Grace Groves Rezoning, or 6.B.9, Ritchey Road Storage Rezoning to stand and raise their right hand. He swore everyone in.

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

Mayor Reisman requested comments from the Commission and the audience.

Planning and Zoning Deputy Director (PZDD), Kandi Harper, said this project was known as Venice at Lake Harris. The property consists of 8.7 acres, more or less. It is generally located east of US Highway 27, north of Magnolia Avenue and south of Corley Island Road. It is a request for annexation, small-scale comprehensive plan amendment, and rezoning. The future land use of Lake County is Urban Low and the proposal is to go to the City of Leesburg Low-Density Residential. The zoning would go from Lake County C-1 Neighborhood Commercial and R-6 Urban Residential to City of Leesburg Small Planned Unit Development (SPUD). Again, the site consists of 8.7 acres of undeveloped land. The request is for the future development of twenty-six attached single-family town homes and a commercial area along US 27. As seen in the conceptual plan, the twenty-six attached single-family units are a reduction from the original proposal. It has a two-floor maximum height limitation and an area for commercial development contiguous to US 27 which includes approximately 2,100 square feet of retail uses. This will be a platted subdivision, so individual units will be sold. No other uses are permitted in this proposal beyond what is listed in the SPUD. All units will be rear-loaded, which means the garages will be located at the back of the home. Due to the rear-loading garages, the front yard setback is shorter than normal. The front yard setback is proposed to be fifteen feet due to the rear-loaded garages. The townhouse units will be twenty feet in width with a 1,000-square-foot house size. There is a minimum of two off-street parking spaces for each unit in the development and extra spaces are provided in the concept plan. All standard planned unit development architectural requirements do apply and there is a list of five features

to choose from. There is a requirement of 35% to be open space. Looking at the concept plan, they will see that they exceed 35% open space and dark sky lighting is required. There is significant buffering adjacent to the properties and that has been provided for in the planned unit development. There is a 25-foot buffer tract around the northern, eastern and western boundaries of the property. There is a 40-foot buffer required around the south side of the property. The landscape buffers are not part of the lots; they are separate and must be maintained by an HOA. A six-foot privacy fence must be provided adjacent to the parcels on the northern and eastern boundaries, unless there is vegetation that is opaque and of comparable height. Bahia or Bermuda grass is required in place of St Augustine. One tree is required between each lot. Signage will consist of a decorative entry feature of concrete, brick, or stucco wall no more than five feet in height on each side of the entryway. The recreational requirements include a minimum of 5,200 square feet to be dedicated to a separate recreational area set aside for various amenities, such as a children's playground, trails, dog parks, pavilions etc. and it must be constructed at the time of the thirteenth unit being completed, which is equal to 50% of the project. Finally, there is a phasing or expiration clause that requires that the development move forward with substantial commencement within four years or the property has an automatic reversion to the RE-1 zoning standard, which is one unit per acre. It would only allow for five houses. In addition, the development must be on city water and wastewater. There will be no septic systems or private wells permitted. Lake County Public Works had a number of comments which are listed in the agenda packets. There were many public responses and those were also included in the packets. The residents provided a petition which contained over eighty signatures. City staff asked the applicant to conduct a neighborhood meeting to speak with the neighbors. Both the applicant and the neighbors have presentations and comments they wish to provide to the commission. Logan Opsahl of Lowden's Kantor out of Orlando is here to present the case and answer any questions. **Mayor Reisman** asked if there were any questions for the Deputy Director of Planning and Zoning. There were none.

Logan Opsahl of 215 North Yola Drive said he had a few slides to go over. Using visuals, he showed an aerial view of the property. As noted, this property is just shy of nine acres off US 27. There are already some commercial areas along US 27 as well as residential. It was important to note that this request is to change from the Lake County C-1, which exists along US-27 and R-6 residential at the rear of the property. The eastern portion of the aerial has the R-6 zoning designation along with the properties surrounding it. Their request includes an annexation, comprehensive plan amendment, and rezoning. This request is unique, and it is compatible with the surrounding area. The current Lake County future land use allows for four dwelling units an acre and the current Lake County zoning is both C-1 and R-6.

He showed a rendering of the previous concept plan which was the subject of the neighborhood meeting. They had ongoing discussions with folks, and he saw a lot of familiar faces in the audience. He thanked them all for being there. They worked really hard to resolve some of the issues that were raised at the community meeting and even after. There were also issues raised at the planning commission meeting. However, the unique thing about the PUD zoning designation is that it allowed them to address some of the items that were brought up during that meeting. The new proposed plan allows for an increase in open space at a 35% minimum. They also provided further setbacks and more buffering. Those were some of the issues they heard from the residents along with density. They are now proposing a 40% reduction in unit count, which is almost half of what was originally requested. That is to effectuate additional setbacks and maintain some of the existing vegetation to the greatest extent possible, and it will also help with buffering and screening. They added additional open space and landscaping. He showed the updated proposed concept plan that includes 21,000 square feet of commercial space along US 27. The remainder of the property would be developed with twenty-six townhome units, which is down from the forty-six units that were originally proposed. He was sure that the fear of flooding would be brought up again this evening. They are aware that the property has some wetness to it and there is open water present on the property. However, they are required to provide additional retention and open space. Those were the big

issues that they heard at the planning commission meeting; density reduction and the fear of flooding. They took those concerns head-on, and they are now subject to the PUD ordinance. In the proposed concept plan, they can see open water and the addition of a retention pond, which allowed for additional setbacks and distance from the surrounding neighbors. Updating the concept plan accommodated the issues raised. He also heard city staff bring up the vinyl fence and that would be located where there is no existing landscaping and/or vegetation. Again, their goal is to preserve as much of that as possible.

Moving to another slide, he showed some of the key differences between the old concept plan and the new one. The development would be done in two phases: the town homes would be one phase and the commercial component would be the other. What was shown in blue is what has been amended and revised in the concept plan and the PUD. Again, they are proposing twenty-six town homes with 21,000 square feet of retail, which is slightly larger than the previous plan. Throughout the process they heard that commercial use was not an issue. Some residents said they would welcome that use. Plus, commercial uses are generally needed in the city. They wanted to accommodate the comments that were heard with regard to commercial, and they did shrink the density of the residential unit count. The proposed plan equates to roughly 2.96 dwelling units an acre across the property, which is less than three units an acre. He reminded them that the current Lake County zoning designation of R-6 in the existing future land use allows up to four dwelling units an acre. What they are proposing in their PUD has a maximum density of less than three dwelling units per acre. When it comes to open space, they have met the minimum open space. He showed some conceptual renderings of the residential component. They are single-family-attached townhomes. They are market-rate luxury single-family townhomes that are attached. He also showed a rendering of the commercial component that is being proposed along US 27. He believes the commercial component will be a complement to the city and the surrounding area.

He appreciated the city staff's time, cooperation and their collaboration on this project. They helped to achieve some of the things that were presented tonight. They were able to address some of the comments and concerns that were heard during the neighborhood meeting and the planning commission meeting. Tonight, he was requesting approval of their PUD. He concluded by saying this would be a unique project. Yes, the property has some topographical challenges, but they will be addressed. The applicant team has full confidence in city staff and as we advance past zoning, into the site plan, they will have fully engineered site plans that will include regulations relating to drainage. Everything has to be fully permitted, and they will do that as they move through the process. He was thankful for the candor received, and he believes they were able to address the issues that were brought up by the public. The proposed project development would simply move from commercial to commercial and residential to residential in the City of Leesburg. They look forward to hearing everyone's comments, and he would appreciate reserving a few minutes to respond to the questions and/or concerns raised by the audience. **Mayor Reisman** asked if there were any questions for the applicant.

Commissioner Pederson mentioned when looking at the wetland map are they doing any wetland mitigation? There was no right or wrong answer. He was just curious. **Mr. Opsahl** replied yes. There will be some wetland mitigation components, but that will all have to go through full review. The interlocal service boundary agreement (ISBA) requires that the county review it as well. They intend to work with city and county staff on the wetland mitigation. **Commissioner Pederson** stated he read some of the letters, and he took a few phone calls, and that seemed to be the biggest concern. Everybody thinks we are developing in the wetlands, and he was assuring them that they were not. **Mr. Opsahl** said he believed there would be. **Commissioner Pederson** clarified his comment by saying unless they do wetlands mitigation. **Mr. Opsahl** indicated that all that stuff would be covered as they move past zoning. **Commissioner Pederson** commented that he was just trying to help him out with that comment. **Mr. Opsahl** agreed because it brings up an important point and that point is that everything has to be fully permitted. They have to deal with all departments across multi-jurisdictions. **Mayor Reisman** asked if

there were any other questions from the commission. There were none. He opened the floor for public comments.

Paul Yazbek of 29124 Short Street, located off Magnolia, said with regard to the water runoff and the retention pond size, once they build that land, there will only be retention for that property. It will divert the natural water that funnels that way into a different direction. They also stipulated to build at 2.96 units per acre, which is a total number of 8.77 acres. So how much of that is actually commercial? He also saw in the paper that they were going to have apartments above the commercial building. When narrowing down the amount of commercial, how many of those units are actually per acre? There are huge traffic and safety concerns now, especially since Lake Denham Estates went in, which is located straight across from Magnolia Avenue. Anyone coming out of there has to go down and do U-turns to get around. If you are coming off Magnolia, you have to fight for the small turning lane that is located right across from Corley Island Road just to be able to make a U-turn. Traffic gets backed up going into Lake Denham Estates. It almost goes onto US 27. They have to pull directly up onto the line to see and go past there. He knew they had to do a traffic report and that it said this development would not impact traffic, but if they build twenty-six units with at least two cars, that does not include the FedEx, UPS, Amazon Prime, or Kroger trucks. They are proposing a 21,000-square-foot retail space with apartments upstairs, so how much traffic will that bring into the area? It seems like we are leading from behind. We should have the infrastructure in place before moving forward with building. They already have huge water concerns. Once they build on that land, and because they have to self-contain that water, none of those retention ponds are going to catch the water runoff that naturally flows that way. So where is that water going to go? Not into their ponds, so it will back up and run down and flood their yards. Ever since U-Haul was built at the end of Magnolia, it has changed how the water flows. After the last hurricane, that water ran down Magnolia. He lives on the lake, and it flooded him and his neighbors' yards. He has been through thousands of hurricanes because he has lived there twenty-one years, and it was never that bad. So, he has huge traffic and water concerns. How is the water going to flow once they change the direction of how it is going now? How are they going to self-contain? They can build a huge retention pond if it is only retention in their area.

Jack Williams Sr. said he resides on Corley Island Road and his family has resided in Leesburg for over one hundred years. At the planning commission meeting, he told them if they got into an airplane and flew over this area, they would see R-6 zoning. Corley Island Road was owned by a man named Herbert Shue. He was an Indiana farmer who came down and bought up land for the bulldozer bill in the 1940s. The returning soldiers were allowed to buy property for \$200 per lot. He did that as a thank you to them for their service to the United States. In the 1950s, his dad was the first one to buy a house on the street and some other people bought down the road. However, they purchased more aggressive properties. This property is R-6, and they see it as two houses per acre and nothing more. Now they want to put this development in and there are wetlands back there. The hurricane that came through last year impounded them. He asked that the commission look through the books he provided before making a decision. They needed to look at their side of this because the Land Planning Group, Greg Belliveau, provided him with information that started back in 1941 when the bombers were flying over and doing aerial photography. They looked at this land, and they saw nothing but what nature put down there. Corley Island Road puts water on us and always has and that has been the reservoir. As a matter of fact, the acreage that they have listed is not accurate. It is more like four acres that they are able to build on because about two acres will be taken for wetlands and water retention areas. If they looked in the books he provided, he included maps that were provided by FEMA defining them. He was with the Lake County Water Authority for over twelve years, and they did not know that the canal existed until he brought it up to them. That canal area is known as Banana Cove. In the 1960s, they turned US 27 to four lanes from two lanes. He lived there then and the state thought in their infinite wisdom that they would dump all the water from EMS over to them on the east side of US 27. He figured out that one inch of water is one million and some odd

gallons and that it had to go through an 18-inch culvert down to the end of the street. He also provided pictures in his book of how this property has flooded many times. In 1960, when Hurricane Donna came through, they could not go to school for over a week. Please, before making a decision, kindly look the book over.

Mark Staller of 4246 Lands End Lane said the reason he moved to the neighborhood was because it was quiet, peaceful, and a safe community. They did not have to deal with gridlock every day, and they did not have the problems they have today. The city is not addressing the problems. The city is kicking the problems over to the county and letting them be the bad guy. All he wanted to say was that the good people located here do not want this. He did not understand the density, but he was not a math guy. However, their density does not work with other developments currently adjacent to the property.

Annette Hamby of 4326 Corley Island Road said she bought her home five years ago. She and her husband shopped for two years before finding this property. They waited for this property because at that time they were going through covid, but they finally bought it. They bought it for three reasons; it was quiet, peaceful, and they loved the wildlife. They brought to the developers' attention that there were gopher turtles, eagles, owls, and hawks. They watch the wildlife every morning and evening. There are hundreds of animals that live in the area they want to tear out. There are gopher turtles that live back there, and they come in all of their yards to visit, and they go back every evening. They also have a bear. She does not care for the bear, but he does not bother them much, so he is okay. However, if they go in there and rip it out, what will happen to the animals? The wildlife is dying and that is a major concern. Her road is a dead end, and they already have what they call turnaround customers who do not belong back there. It already takes fifteen minutes to pull out onto US 27 every morning to go to work. There are semis that leave the U-Haul, and they have to make a U-turn on their road. Those trucks block both lanes of traffic. If they put another fifty-plus people in there, not counting the commercials, that will just add to the problem. At the end of Corley Island Road there is a mini-commercial area that only has three businesses, so why not fill that development up before building more? They do not need more houses disturbing the wildlife.

Dee Ann Carmichael Williams of 4142 Corley Island Road said she resides on Corley Island Road. She has quite a large lot and there are six other houses on Corley Island Road. She has lived there since 1961, when her dad built the house. They came down from Georgia and Leesburg is their home. She loves living here. However, she does not like The Villages because they are crowding them and there is nothing they can do about that. When it comes to Lake Denham Estates, she remembers before that development went in, that all the wildlife was over there. There was plenty of room over there for them because it was behind Ravenswood. Those developers came in and built a very tight neighborhood. They have driven over there and people park all over on the roads. They have to zigzag around cars because they do not park in their garages. That development is terrible, absolutely terrible. She does not understand how anyone would want to live there. When she looks at this plan, it looks really pretty on paper, and the developer did a great job presenting it. However, she can see it getting overcrowded. Where are they going to keep their boats and RVs? It is going to be very crowded. That land was never meant for anything like this. When she turns down their road it is like her little piece of heaven. She loves her neighborhood and they have the sweetest neighbors. It is a refuge for wildlife. They have even seen a Florida panther come through. A lot of the animals will have nowhere to go. The residents would rather buy that land and keep it as a wildlife refuge or park for their neighborhood. When they met with the developer in October, the Lord laid it upon her heart that this was her David and Goliath moment. They were David having to fight the giant. Some of the neighbors said they would move if this went through. They have a great group of people that live out there and the thought of people buying town homes seems difficult. The developers may say they have had enough with this development and decide to sell it to someone else. They may change the use and make it government housing. She fears that will happen, and

her neighborhood will have to watch constantly.

Jamie Queen Roosevelt of 29411 Jesses Lane said she has lived there since 1987. Her parents built that house, so she has been there over thirty-five years. She is the fourth-oldest owner of all the neighbors. Her parents originally bought it because the neighborhood was quiet, calm and peaceful. She grew up going door to door to her neighbor's houses. She went to Mrs. Carmichael's house to watch the Kentucky Derby when she was around six years old. The Liston family had two of her best friends growing up. This is such a family community and to add something like this does nothing but disturb and advance the dynamic of their community. Her father's closest friend in the 1950s was James Shue, who initially established the neighborhood. Her father at that time said he wanted to live in this neighborhood and thirty years later he did. That was a goal of his, and he spent thirty years achieving it. To develop something like this does nothing but disrespect his memory and his idea of how he wanted to live. She and her husband moved into the house after her parents passed away. Instead of moving to an area closer to work, they decided to move here because it was a beautiful area even though it was not convenient for work. One of the original plans was to route emergency vehicles through the backside of the neighborhood. She did not know if that was still in the plan. Historically, even though it may not be in the plan, and they try to keep the gate locked, that gate will eventually stay unlocked and their neighborhood cannot support additional traffic. She does not know if anyone has driven back there, but Corley Island Road, which is the main road into their neighborhood, is not wide enough for two vehicles to pass. Someone has to pull into someone else's yard in order to get by. These plans, while yes, having new homes in the area, sound great, this is not the area for that to happen. It will disrupt every piece of what makes their neighborhood what it is.

Angie Liston of 29213 South Corley Island Road said she lives down towards the lake. They have two lots, and they were all part of the original listing property. They purchased the lots about forty-six or forty-seven years ago. They purchased the smallest lots. When they built, they had to put in the smallest house the county would allow because there was no room on the lot to have a well and a septic tank. They did not have enough distance between the house, road and canal. They ended up having to put the well on another lot because theirs was too small, and it would not fit. They wanted to take twenty feet from each of these two lots and make them a tad wider, but that encroached on the area where the recreation building is. The county would not let them expand because that wetland was so important. They could not do anything with it even if it was their yard. That was forty-five years ago. Now, with all the growth we have had, all of a sudden, a developer comes with a ton of money and those wetlands are worth nothing. They will let them build on it. Also, there is some property that comes out beyond the recreation area to the east. It looks like a "t". If it was annexed by the city, how would that affect the property lots around it and would that be in the county? When that road was paved, they were required to turn it over to the county. It was signed over to the county, so how in the world is it now owned by the developer? What happens to the county-owned property around it if the road is annexed?

Jenna Loyd of 4222 Corley Island Road said she appreciated the opportunity to speak not only as a resident of the community but as a licensed realtor. She works in the housing market, so she understands the demand for homes and the importance of supporting a growing population. In fact, she welcomes smart growth because it drives the economy and serves clients. It helps the town thrive, but what they are seeing in Leesburg is not balanced. It is not thoughtful nor is it sustainable. The city currently has an estimated 40,000 housing units approved for development across the city. Yet Florida has one of the highest housing inventory rates in the country. The question is not whether we need more homes, but what kind of homes, where, and at what cost. The land behind her home where the development is being proposed is not an appropriate site for new construction. This is not a random lot. It is a sensitive ecosystem that is home to a wide array of wildlife, including owls, eagles, gopher tortoises, foxes and countless other species. It includes a spring that contributes to the Harris Chain of Lakes via the canal

south. The spring is not just a pretty feature on the map, it plays a critical role in our water system. It supports plant life, prevents erosion and may affect our local wells. One major storm or mismanaged construction project could pollute or destroy it permanently. From a market perspective. She could tell that people do not want to live in a twenty-foot-wide home packed against one another. They are not seeking density. They are seeking space, nature and a peaceful environment building more homes that do not align with buyers' demand will not help the housing market. They are not what people are looking for, and they do not add lasting value to the community. Meanwhile, they are destroying the very things that make this area attractive: our natural beauty, clean water, wildlife and peace. We can grow, but we must grow responsibly. That means protecting the land that serves as an essential environmental function. It means reinvesting in the current vacant commercial spaces across town. It means improving what we already have before expanding into these fragile, irreplaceable areas.

Denise Slate said she lives at the end of Corley Island Road on Harris Lake. She has lived there almost five years. Just in case they did not know, this area is full of life and includes all of God's creatures. A couple of weeks ago, when they turned onto Corley Island Road off US 27, they saw a big huge tortoise trying to cross the street. They have done it at least half a dozen times. They got out of the car, picked it up, put it in the car and drove it down and put it into the lake just to save its life. It was most likely coming down from the marsh area. She concluded her comments by reciting verses from the bible.

Mike Matheny of 4216 Lands End Lane said he has lived there for twenty-six years. He believes we need development in our community and there was a meeting not too long ago where we talked about the possibility of halting development, but he was not for that. He agreed with the commissioners who voted that way because he believes in the development that we need to do. His concerns had already been stated, but he did not believe that this was the right move, simply because if we draw back and look at all the housing around there, there is a large lot of housing. Why would we cram this into the middle of that area on that particular land? He does not know anyone who would want this in their neighborhood. What the residents are simply saying is that we love the trees, and we love to go outside and listen to the birds. He sits on his front porch and looks at the woods. That is the lifestyle that we love, so we are asking the commission to consider that. As much as we love and want development, there are better and more proper ways of doing it. **Mayor Reisman** closed public comments and said this item would lay over until June 23rd. He asked the developer if he had any closing comments.

Mr. Opsahl said all the residents are great folks, and he enjoyed dealing with them. Referring to the current proposed plan, they are trying to cover what has been said about water retention. There are very strict compliance standards under state and local laws relating to that. Certainly there is flooding during hurricanes and heavy rains. We all know that and, yes, some folks have experienced that. However, we are required to self-contain it. Moving forward with this, they would have to retain that water by law and that is important to remember. This is a unique project, and he was not there seeking to rezone agricultural or conservation land because what exists today is commercial and residential and what has been proposed is commercial and residential. Going one step further, the PUD process within the city is per the ISBA. It does allow for the provision of utilities, but the PUD also limits densities beyond what is acceptable today in the surrounding area. From a standpoint of compatibility, they have it today. The current entitlements allow for four dwelling units per acre for all properties in the area, including this one. The proposed PUD limits that while accommodating for some of the concerns that were raised. There would be twenty-six units, so it really is a dominance unit count. With the traffic, he understands that traffic is a persistent topic across the state and here in the city. Again, this residential component, even with the previous concept plan, the Lake County Schools deemed it minimal. However, they took the residents' comments to heart and reduced that density so much to the point that what was presented tonight was a commercial development with accessory residential to support that commercial component. He would submit that, through the PUD process, and the reduction in the unit count, that is a down

zoning from what exists today. He concluded by thanking everyone for their candor, politeness and time. **Mayor Reisman** asked if there were any questions from the commission. There were none. He said these items would lay over for second reading on June 23rd.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 8.77 +/- acres from Lake County Urban Low to City of Leesburg Low Density Residential, for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.77 +/- acres from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and attached single family residential uses for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SPUD)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 39.05 +/- acres; and being generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; 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. (Bar Key II/Grace Groves ANNX)**

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

Mayor Reisman requested comments from the Commission and the audience.

PZDD Harper said this request was for an annexation, small-scale comprehensive plan amendment, and rezoning. The property is completely surrounded by BarKey, which was previously approved. The Anthony property lies immediately to the east, which is another development that was approved by this body. The property consists of approximately 39.9 acres, more or less. It is surrounded by the existing BarKey Grace Groves project and this is being proposed to be a part of that project. The property was not under contract at the time the BarKey project was reviewed and approved. It has since come under contract and will be integrated into BarKey. The future land use would go from Lake County Rural to City of Leesburg Estate and the zoning from Lake County Agriculture to City of Leesburg PUD. Again,

this will be part of that, and it would be integrated into the BarKey Grace Groves development. As stated in the Venice at Lake Harris project, many of the design and architectural standards are maintained through this. It would include 156 single-family detached units. They did not receive many comments from the public or from the departments within the city. Cyndi Tarapani was present to represent the project and answer any questions.

Cyndi Tarapani of Tarapani Planning Strategies said she was there representing the applicant, Brookfield Kolter Land Partners. Brookfield Kolter is the contract purchaser of the thirty-nine acres. They are the applicants for the annexation, comprehensive plan amendment and rezoning. Her presentation would cover all three cases together. With her today were Owen Budorick, senior development manager of Brookfield Kolter, the project civil engineer Brett Tobias of Halff and the project's traffic engineer Ayman Saidi, of Traffic and Mobility Consultants. Daly Design Group is the landscape architect and BioTech Consulting provides the environmental services, but they were unable to be there. However, they did provide backup reports which were included in the packet. Kolter Property was founded in 1997, and they merged with Brookfield Kolter Land Partners. They are currently building in five southeast states: Florida, Georgia, South Carolina, North Carolina and Tennessee. They have over one hundred active projects, and they recently finished the Hammock Oaks project in Lady Lake, which is a mixed-use project similar to BarKey. She provided an example of the Hammock Oaks development along with its master plan. It is similar in size to the BarKey project, and it will be integrated into that development. She wanted to provide this information to give an idea of their financial and management ability to do large multi-use projects. In October 2023, Brookfield Kolter entered into a pioneering agreement with the city which provides for the extension of the sewer lines from its current terminus down US 27 to the BarKey entrance. It will not only serve BarKey but other projects along US 27, and they are grateful to the city for entering into that agreement. That way, there will be available sewer service for all those projects. In this agreement, Brookfield Kolter will construct the sewer line at its sole expense, and it will be paid back over time and reimbursed through impact fees paid by other projects that connect. It will provide the impetus along the way for other projects to have sanitary sewer service.

Referring to a slide, she showed the location map and the site is being referred to as BarKey II. It is located on the far east side of the original BarKey, which is a larger project that was approved two years ago. She then showed a rendering of the original BarKey I. The original master plan was approved for 1,700 residential units of various types, a commercial area at the front along US 27 and a twenty-acre institutional school or other types of institutional uses at the very southern edge. She wanted to remind the commission that this project had a loop road, which was an intrinsic part of the project. It starts at US 27 at the commercial entrance, and it loops throughout the entire project so that all villages are connected by that loop road. If someone wants to visit someone within the project, it is very easy to travel that way. Also, along that loop road there will be multi-use trails and golf carts can be used along that trail. The project has secondary access along Dewey Robbins Road, which is at the northern edge of this site, so people will be able to enter and exit both via US 27 and Dewey Robbins at the very northern end. Referring to the plan, there are no changes to BarKey I in this proposed application. She just wanted to give the feel of the original project. BarKey II, which is the project they are looking at today, is 39 acres. It is completely landlocked, and it is surrounded on three sides by BarKey I. On the eastern side of the property is the Anthony project that has been annexed into the city. Referring to arrows on the map, she said access to BarKey II will go west through the light yellow color, which is Village 10 in the original BarKey, and out to the loop road. It will then connect to Dewey Robbins or US 27. The value of the PUD master plan is basically what you see is what you get. What gets approved in that master plan they are absolutely bound to do only that. They cannot make any changes unless they go through another public hearing and come back before the commission to make those changes. It is basically an insurance policy not just for the city but for the residents of the development, the surrounding residents, and all the neighborhoods around the project. This is 39 acres completely surrounded by BarKey I. The only sole

access is to the loop road and then to the two major roads. Again, she had already demonstrated the access to the loop road.

Referring to another slide, she showed the development in black and white and the orange color is BarKey II. The orange and blue-colored areas represent the new proposed site. They have a very small area less than an acre of a wetland along the southern boundary of the property which was outlined in blue on the exhibit. They do have three applications today; a voluntary annexation which is surrounded on four sides by the city. Three sides are BarKey I, and the fourth side is the Anthony project, which was previously annexed. A plan amendment from Lake County Rural Transition to the City of Leesburg Estate Residential. It is the same plan category that exists on all the projects in that area and a rezoning from Lake County Agricultural to City of Leesburg PUD. Again, the project to the east is the Anthony Project, the Hodges Reserve Project is to the north and the other projects to the west are all PUDs, so the development rights are specifically entitled to the specific project.

Referring to a slide, she showed the site plan amendment that outlined the entire area which is the same as the surrounding area except for one small area that has the designation of City Estate Residential. With policies in the comprehensive plan, the application is consistent. It is compatible with the existing development, and it would be compatible with BarKey I and the Anthony development. The architectural design standards and the elevations are the same as what would be used in BarKey I, so there would be a balance. With facilities and services, water is available today and sewer will become available through the pioneering agreement and other city services are also available. With wetlands protection, there is a very small wetland and that will go through the St John's River Water Management District for review along with the city and county. They have a very robust neighborhood park system throughout the entirety of the original BarKey and each pod has its own neighborhood park. There is a large park on Mulehead Lake, which is a community center. That was shown on one of the aerial plans. They are committed to doing BarKey I, and they are committed to doing this project too. There will be on-street parking within the development, so if someone holds a special event, birthday or holiday there will be plenty of parking spaces located throughout the development at the end of each block. There are four elevations or floor models that would be built within BarKey II. They are the same floor models as included with BarKey I. They really want consistency throughout the design. The Century is a one-story, 1,500-square-foot unit. The Glenn Ridge is a two-story, 1,900-square-foot unit, the Hillcrest is a two-story model, 2,100-square feet and the Windemere is a two-story unit, 2,400-square feet. The addition of BarKey II to the original project is consistent with the comprehensive plan. It complies with land development codes, and it proposes a master plan that is consistent and compatible with the rest of the project. She gave a special shout out to the planning and zoning department staff. She has worked in a lot of jurisdictions across Florida, and they are the most professional, responsive and genuinely nice people that she has seen. They are definitely in the top five. They are respectfully requesting the approval of the three applications, and she appreciated the opportunity to present them today. **Mayor Reisman** asked if there were any questions from the commission.

Commissioner Burry wanted to know what the density was in BarKey I? How many units per acre is it? **Ms. Tarapani** answered about 2.3 to 2.4 and this one will be about the same at 2.4. **Commissioner Burry** wanted to clarify that she said 156 units on 40 acres. **Ms. Tarapani** responded that if they calculate the density of the 39-acre parcel that they are requesting to be annexed, yes, that is about four units to the acre. If they blend it with the rest of the BarKey, the overall density of the project is 2.45 units per acre. **Mayor Reisman** asked if there were any other questions from the commission or the public. There were none. He stated this item would lay over until June 23rd.

5. 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 39.05 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II SSCP)

- 6. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 39.05 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II PUD)**
- 7. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.81 +/- acres; and being generally located west of Richey Road and south of W Main Street, lying in Section 28, 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. (Richey Road Storage ANNX)**

Commissioner Burry introduced ordinances 6.B.7, 6.B.8, 6.B.9, and 6.B.10 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Reisman requested comments from the Commission and the audience.

PZDD Harper stated this request was for annexation, small-scale comprehensive plan amendment and rezoning of C-3, which is Highway Commercial, and a planned development overlay. The property consists of approximately 0.81 acres. It is generally located west of Ritchie Road and south of West Main Street. The future land use will go from Lake County Urban Medium Density to City of Leesburg General Commercial. The zoning would go from Lake County R-6 Urban Residential to City of Leesburg C-3 General Commercial. The request is to have the property annexed to use the property for open storage of RVs and boats. The zoning C-3 General Commercial does not necessarily allow for open storage, which is why the planned development overlay has been requested. The property will be fenced both for safety and esthetics, so no one will be able to see into the site. There is a requirement for a minimum six-foot fence around the property, although an 8-foot fence is allowed as a maximum height. No other uses are permitted in this proposal. To note, this is standard zoning with very minor requests on the PDO. The standard sundown provision is not applicable. The proposed site is consistent with the zoning standards and the comprehensive plan requirements. There is a fence already along part of the property, so they will have to enhance that to complete it. The applicant is present to speak to this application.

Chris Kelley, owner of the warehouse and the property next to it at 301 South Ritchie Road. When that warehouse was built, it had a 15-foot setback, and the previous owner acquired an additional 50 feet, but

never annexed it into the city. The warehouse is commercial, but the property behind it is still zoned residential in the county. When they acquired the property, they contacted the owner of the property immediately to the south of that 50 feet. They acquired an additional 50 feet, so they have about 100 feet of depth behind the building. Again, none of it was in the city nor was it properly zoned. They have tenants in that building and some of them park their cars on that property, so technically it was a commercial use, but it was zoned residential. They decided to go ahead and annex into the city, and they met with the staff, who were fantastic. Truthfully, they do not really have a hard and set plan to do anything with the property right now, and that includes storage. They are not interested in developing it at all right now. Their primary focus is to get it annexed into the city and get the zoning appropriate for the general area around it. After talking with the planning and zoning director and his staff, they kicked around some ideas because it is behind the warehouse. It made sense to potentially use it as a lay-down space for the tenant who would be in the warehouse. The problem with that is that access to that area would have to come off of Ritchie Road because the parking lot can not handle that kind of use. They decided to go ahead and separate it off and make it a 100 x 300 foot depth for its own use. That was when staff suggested maybe using it for storage. They would have to do an overlay, and doing the overlay now would be easier, so they do not have to come back and go through the process again. However, right now they have no plans to do anything. Their first preference would be to put a warehouse there and make it more of a commercial use, but that would require engineering and retention because it is not part of the overall retention for that whole general area. They are at the commission's whim as far as what the thoughts are, but they simply want to get it annexed and change the zoning. The overlay would be nice, but they are not necessarily hard and fast on that. **Mayor Reisman** asked if there were any questions from the commission.

Commissioner Connell asked if Ritchie Road was a city or county road. **PZDD Harper** said she did not have that direct information, but she would suspect it to be a county road. **Commissioner Connell** wanted to know if the outdoor storage would have any limitations to what could be stored out there. **PZDD Harper** indicated that the applicant is asking for boats and RVs if he chooses to go in that direction. He also stated that he may want to do another warehouse building. **Commissioner Connell** wanted to verify that there would be no tractor trailers or anything like that stored on the property. **Mr. Kelley** answered no. They do not have any plans for any outdoor storage at this point. **Commissioner Connell** pointed out that if this were to go through, it would be approved for storage. That was why he wanted to address it now. **Mr. Kelley** responded that they currently have a white 6-foot vinyl fence on two sides. They would have to go through the county to get some sort of ingress/egress off of Ritchie Road, and he did not know to what level that would even be approved. Their first priority is to get it annexed and rezoned to commercial. If the overlay is acceptable to the commission, that is fine. If it is not acceptable, they will have to come up with a plan. However, they have to figure out how to get access to that property off of Ritchie Road first before anything can happen. After that, they would come back to the city and ask for approval. Right now they have no intentions of doing anything. **Commissioner Connell** said with the PUD if this goes through at the next reading, it would allow for outdoor storage. He understands the applicant is not currently planning to do that, but he would basically have the PUD in place to do it if he wanted to. **PZDD Harper** commented that this was specifically what it is for. **Commissioner Connell** stated that his question was, can Ritchie Road handle whatever type of vehicle that may be permitted in the outdoor storage? Will tractor trailers and heavy equipment tear up the roads? **PZDD Harper** replied all that would go through the site review process and DRC. It would then be kicked over to the county. **Commissioner Connell** remarked that was why he asked about whose road that was. **PZDD Harper** indicated that it would be kicked over to the county and the Florida Department of Transportation, because it connects to a state road and all those comments would come back and speak to the capacity of the road and what it could handle. **Mayor Reisman** said if storage does commence he would like to see the rest of the property fenced as well. **Mr. Kelley** agreed. In fact, they had planned to do that right away just for a visual aspect. However, at this point, they did not know where to put the

entrance gate because they did not have approval for any entrance off of Ritchie Road. **Mayor Reisman** pointed out if they were to start storing boats, cars or other stuff, he would like the fence installed prior too. He would like that written into the PUD. **PZDD Harper** said she would get that taken care of. **Mayor Reisman** asked if there were any other questions or comments from the commission and the public. There were none. He said this would lay over until June 23rd.

8. **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 0.81 +/- acres from Lake County Urban Medium to City of Leesburg General Commercial, for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road Storage SSCP)**
9. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.81 +/- acres from Lake County R-6 (Urban Residential) to City of Leesburg C-3 (Highway Commercial) to allow for commercial uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road RZ)**
10. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning on approximately 0.81 +/- acres to allow for outdoor storage uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road PDO)**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. **None**

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address this evening.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Pederson had nothing to comment on.

Commissioner Berry had no comment tonight.

Commissioner Connell had no comment.

Commissioner Burry had no further comments tonight.

Mayor Reisman mentioned that he spoke to the city manager about the upcoming budget meetings. He asked that he send an email out to all commissioners to see if there were any requests or items that we may want to see incorporated into the upcoming budget cycle.

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 Burry, the meeting adjourned at 7:01 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: May 27, 2025

From: Robert Hicks, (Deputy City Manager)

Subject: Purchase request for four (4) 2025 Ford Ranger Supercrew 4x2 vehicles in the total amount of \$120,872.00 from Duval Ford, contract holder for the Florida Sheriffs Association light vehicle, contract FSA 24-VEL-32.

Staff Recommendation:

Staff recommends awarding approval of purchase for four (4) 2025 Ford Ranger Supercrew 4x2 from Duval Ford for the Gas Department for the amount of \$120,872.00. These vehicles will be an addition to the existing vehicles.

Analysis:

The purpose of this purchase is to add four (4) 2025 Ford Ranger Supercrew 4x2 for the Gas Department meter readers.

Procurement Analysis:

The City is utilizing an existing Agreement (Piggyback) with the Florida Sheriffs Association, contract FSA 24-VEL-32, to purchase four (4) 2025 Ford Ranger Supercrew 4x2 at \$30,218.00 each. Staff obtained a quote from Duval Ford in accordance with the Florida Sheriffs Association contract.

Options:

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

Fiscal Impact:

REQ 57539

City of Leesburg

Prepared for:		Contract Holder		4/10/2025
City of Leesburg Jacob Kent jacob.kent@leesburgflorida.gov 850-591-4007		Duval Ford Jared Davis (Work) 904-388-2144 (Fax) 904-387-6816 jared.davis@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32258		
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
		We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.		

	Code	Equipment	UNIT PRICE	EXTENDED
1	R4B CENTRAL	Item 122: Ford Ranger Supercrew 4x2 [R4B] 128" wb, XL Package includes Power Windows, Locks, Cruise, Keyless	\$ 30,218.00	\$ 30,218.00
1	YZ	Oxford White exterior	\$ -	\$ -
1	BH	Ebony cloth interior	\$ -	\$ -
1	99H.44T	2.3L Ecoboost	\$ -	\$ -
0	1	0	\$ -	\$ -
0	1	0	\$ -	\$ -
0	1	0	\$ -	\$ -
TOTAL LABOR HOURS				
Additional Notes				
UNIT COST				\$ 30,218.00
TOTAL QUANTITY			4	TOTAL PURCHASE \$ 120,872.00
AVAILABLE OPTIONS FOR CONSIDERATION:				
1	86S	Bedliner – TOFF Bed® Spray-in (NA w/ Bedliner – Modular Drop-in (86Q)), Dealer Installed	\$ 493.00	YES / NO
1	18D	Running Boards – Black	\$ 692.00	YES / NO
1	534	COMPLETE TRAILER TOW PACKAGE (53R) Usage: Tow Capability up to TBD lbs Six way plug available upon request • 2" Ball , Bar, Pin and Clip • 4-pin/7-pin wiring harness • Class IV Trailer Hitch Receiver	\$ 791.00	YES / NO
1	RKE	Programmed Integrated Key Transmitter Fob	\$ 363.00	YES / NO
1	TINT 2	Tint All Windows 4 Door Including Windshield Strip	\$ 392.00	YES / NO

STANDARD EQUIPMENT

R4B SE 1	MECHANICAL ● 2.3L EcoBoost® Engine with Auto Start-Stop Technology ● Axle, Front – Independent Front Suspension (IFS) ● Brakes – Anti-Lock Brake Sysetm (ABS) ● Electronic 10-Speed Automatic Transmission ● Electronic Power-Assist Steering (EPAS) ● Electronic-Shift-On-the-Fly (ESOF) – 4x4 only ● Jack ● Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery ● Shock Absorbers, Gas – Front ● Shock Absorbers, Gas – Rear Outboard Mounted ● Springs, Front – Coil ● Springs, Rear – Leaf
R4B SE 2	EXTERIOR ● Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL) ● Easy Fuel® Capless Fuel-Filler ● Exhaust – Single Rear ● Fuel Tank – 18 Gallon ● Fully Boxed Steel Frame ● Grille – Black w/ Black Center Bar & Black Surround ● Handles, Black – Door and Tailgate ● Hooks – Pickup Box Tie-Down, six (6) ● Mirrors, Sideview – Manual-folding, Power Glass with Black Skull Caps ● Rear window with Fixed Glass ● Spare Tire (Full Sized) ● Front Fascia – Body Color ● Rear Bumper – Black ● Tires – 255/70R17 All-Terrain (A/T) BSW ● Tow Hooks – Front Tow 4x4, two (2) ● Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper (does not include trailer hitch receiver) ● Wheelip Molding – Black ● Windshield Wipers – Intermittent Speed
R4B SE 3	INTERIOR/COMFORT ● 8" Digital Instrument Cluster ● 10" Display in Center Stack ● Black Vinyl Floor Covering ● Cupholders ● Dome Light ● Locking Glove Box ● Manual Air Conditioning, Single Zone ● Power Door Unlock and Lock ● Powerpoint 12V ● Day/Night Rearview Mirror ● Seat, Front — Bucket Seats — 8-Way Manual Adjustable Driver Seat including Lumbar — 6-Way Manual Adjustable Passenger Seat — Flow-through Console with Shifter ● Seat, Rear — Bench Seat — Armrest — Under Seat Storage ● Steering Wheel – Manual Tilt/Telescoping ● Vinyl Console Lid ● Visor – Driver & Passenger ● Windows — Power Front/Rear — One-touch Up/Down Driver and Passenger ● Overhead Console
R4B SE 4	SAFETY/SECURITY ● Airbags — Driver and Passenger Front — Safety Canopy® Side-Curtain ● Belt-Minder® (safety belt reminder) ● Daytime Running Lamps (DRL) (On/Off Cluster Controllable) ● LATCH (Lower Anchors and Tether Anchors for Children) ● Wiper-Activated Headlamps ● SecurILock® Passive Anti-Theft System ● Perimeter Anti-Theft Alarm ● Tire Pressure Monitoring System (TPMS)
R4B SE 5	FORD CO-PILOT360™ TECHNOLOGY ● Headlamps – Autolamp (Automatic On/Off) ● Auto High-Beam Headlamps ● Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) ● Analog Rear View Camera ● Cruise Control ● Lane Keeping Aid ● Post-Collision Braking
R4B SE 6	FUNCTIONAL ● Remote Keyless-Entry w/Remote Tailgate Lock ● AM/FM stereo and Six (6) Speakers ● Extended Service Interval Monitor ● FordPass Connect™ (4G) — 4G LTE Wi-Fi® hotspot connects up to 10 devices1 — Remotely start, lock and unlock vehicle2 — Schedule specific times to remotely start vehicle2 — Locate parked vehicle2 — Check vehicle status2 ● USB Ports – A & C ● SYNC® 4A — Enhanced Voice Recognition Communications and Entertainment System — 10" Touchscreen in Center Stack with Swipe Capability — AppleLink® — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: May 27, 2025

From: Robert Hicks, (Deputy City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Amendment No.3 to an existing contract with Odyssey Manufacturing Company; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Odyssey Manufacturing, Company to enter an agreement extending the terms of the original agreement.

Analysis:

The purpose of this amendment is to extend the contract until September 30, 2025.

Procurement Analysis:

On October 1st, 2021, the CITY and CONTRACTOR entered into a Fixed Unit Price Agreement whereby the CONTRACTOR agreed to provide and deliver Liquid Sodium Hypo-chlorite 12.5% to the CITY.

Options:

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

Fiscal Impact:

IFB 210241

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
AMENDMENT NO.3 TO AN EXISTING CONTRACT WITH ODYSSEY
MANUFACTURING COMPANY; 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 COMPANY, whose address is 1484 Massaro Boulevard, Tampa, Florida 33619, to provide and deliver Liquid Sodium Hypochlorite 12.5% (IFB 210241).

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 27th day of May 2025.

Mayor

ATTEST:

City Clerk

CONTRACT AMENDMENT No. 3
FOR
CONTRACT NO. 210241
Liquid Sodium Hypochlorite

THIS AGREEMENT is made as of the ____ day of _____ in the year 2024, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the “CONTRACTOR”).

WHEREAS, on October 1, 2021, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide Liquid Sodium Hypo-chlorite 12.5% to the CITY on an “as-ordered basis” (hereinafter referred to as the “Agreement”).

WHEREAS, the CONTRACTOR has requested a unit price cost adjustment from \$1.20 per gallon to \$1.45 per gallon to offset the price increase in the raw materials needed to manufacture the product and other circumstances stated in a letter dated July 12, 2024.

WHEREAS, the CITY has reviewed the cost information and prices index provided by the CONTRACTOR and believe approval of the price increase is warranted and in the best interest of the CITY when considering other alternatives.

WHEREAS, the CITY and the CONTRACTOR desire to enter Amendment No.3 to amend the unit pricing for the term ending September 30, 2025.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to amend the unit pricing for the term of the Agreement through September 30, 2025.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

4. **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 Contract 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.

[Signature page follows.]

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

CONTRACTOR
ODYSSEY MANUFACTURING COMPANY

By: _____

Its: _____

GENERAL MANAGER

(Title)

CITY
CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk





Ms. Aaliyah Davis
Purchasing Manager
City of Leesburg
204 North 5th Street
Leesburg, FL 34748

Re: **CITY OF LEESBURG SODIUM HYPOCHLORITE CONTACT
(IFB NO. 210241)**

Dear Ms. Davis,

As you know, the subject contract expires on September 30, 2024. The contract has three one-year renewals remaining on it. The purpose of this letter is to notify the City of Leesburg that Odyssey is willing to renew this agreement for another year from October 1, 2024, through September 30, 2025, with a change in pricing from \$1.20 per gallon to \$1.45 per gallon.

Over the past year, our production costs have continued to go up. Our salt contract escalates at 3% per year. Our electricity costs went up over 10%. Our wages have increased 4.5%, which in this tight labor market, is necessary to keep employees. Unfortunately, our insurance premiums for liability insurance and for property insurance each increased over \$500,000 with the recent renewals. This alone represents the equivalent of just over a \$.015 per gallon cost increase. Because of the tight national chlorine market, our purchased sodium hypochlorite pricing (about 25% of our total sales) is going up by 25% on October 1st. Chlorine is mixed with sodium hydroxide to make sodium hypochlorite and every supplier in Florida is dependent upon importing chlorine ranging from 25% - 100% of their total production. As you may be aware, 35% of the chlorine production in North America comes from diaphragm cell chlor-alkali plants. These plants are no longer permitted to import replacement diaphragms because they are made with asbestos and there is now an asbestos importation ban in this country. Most of these plants are being mothballed as their diaphragms wear out (they last a year or so) further putting upward pressure on pricing.

Lastly, the cost to serve the City of Leesburg is significantly higher than most of our other Florida customers because there are nine plants and only 500,000 gallons per year of consumption. Thus, delivery costs are spread among far fewer gallons than most other utilities (for example there is only one facility that takes the entire 5,000-gallon truck). As a result, our delivery cost for the City of Zephyrhills is between \$0.30 to \$0.35 per gallon compared to less than \$0.25 per gallon for our other customers. I suspect that these large number of plants also make it more difficult to manage as well!

MANUFACTURERS OF **ULTRA-CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

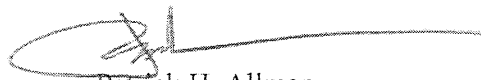
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

In addition to the cost increases we have experienced, a second barometer to look at is hypochlorite bids in the marketplace. The below table represents all of the bids in the State of Florida for sodium hypochlorite for this year. As you can see, the proposed increase is very reasonable in light of these recent bids, factoring in the City of Leesburg's annual usage of 500,000 gallons per year and an additional \$0.10 to \$0.15 per gallon delivery charges for these bids due to higher transportation costs for the City of Zephyrhills.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
6/15/2023	Okeechobee County	30,000	No Bid	\$1.80
6/27/2023	Town of Jupiter WTP	314,000	\$1.44	\$1.85
6/27/2023	Town of Jupiter Booster Station	4,000	\$1.54	\$3.50
7/6/2023	City of Fort Lauderdale - Full Tankers	9,214,000	\$1.47	\$2.25
7/6/2023	City of Fort Lauderdale - Partial Tankers	356,000	\$1.57	\$2.45
7/10/2023	City of Ocala	325,000	\$1.90	\$1.75
7/24/2023	South Martin Regional	185,000	No Bid	\$1.65
7/26/2023	The Villages	700,000	No Bid	\$1.85 (*)
7/27/2023	Palm Beach County – Full Tanker	4,785,000	\$1.44	\$1.98
7/27/2023	Palm Beach County – Partial Tanker	35,500	\$1.54	\$2.10
7/31/2023	City of Ormond Beach	320,000	\$1.95	\$1.69
8/9/2023	Martin County	800,000	\$1.45	\$2.05
8/16/2023	Charlotte County	606,000	\$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	\$1.69
9/11/2023	City of Lake Wales	109,000	\$1.95	\$1.70
9/27/2023	City of Lakeland	105,000	\$1.69	\$1.76
10/4/2023	Seminole County	1,794,000	\$1.68	\$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641,648	\$2.10	\$1.53
12/18/2023	Hillsborough County	10,724,040	\$1.43	\$1.89
12/18/2023	City of Tampa	1,700,000	\$1.49	\$1.42
3/12/2024	Peace River Manasota	750,000	\$1.56	\$1.65
4/17/2024	Lee County	1,445,000	\$1.49	\$1.76
6/24/2024	Fort Pierce Utility Authority (FPUA)	425,000	\$1.49	\$1.70

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager

C: Rick Harris, City of Leesburg
Al Purvis, City of Leesburg

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: May 27, 2025

From: Robert Hicks, (Deputy City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Forefront Architecture and Engineering, LLC related to the Professional Services - Design Agreement for the Leesburg Gas Department Operations Center; and providing an effective date.

Staff Recommendation:

Approve the resolution authorizing the execution of an Agreement related to the Leesburg Gas Department Operations Center in the amount of \$38,750.00.

Analysis:

Previously, the City contracted with Forefront Architecture to design modifications to the former Knights of Columbus building located at 2116 Griffin Road, now owned by the City. This contract provided design services to reconfigure the facility for Gas Department relocation and use. The project also seeks to incorporate using the space and surrounding property (which is the Electric Department) to locate additional storage facilities for Electric (pole barn) and conditioned storage facilities (warehouse) for the City's Clerk record retention requirements. Hence, this change provides for the additional designing, engineering, and preparing construction documentation for the City of Leesburg's Gas Operations Center, Pole Barn and Warehouse (Conditioned Storage) Facility. These improvements will provide the Gas, Electric and Clerks Departments with a secure location to store essential equipment and materials.

Procurement Analysis:

On April 14, 2025, the Commission approved the execution of a Professional Services Design Agreement with Forefront Architecture and Engineering, LLC, following RFQ 250603. This agreement is for architectural and engineering design services for the City's Gas Department Operations Center. Subsequently, the Gas Department staff requested additional critical items under this contract. On May 14, 2025, Forefront Architecture and Engineering, LLC submitted their proposal in response to this request.

Options:

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

Fiscal Impact:

Account No.	<u>04220995323110</u>
Project No.	<u>420007</u>
WF No.	<u>TEXT</u>
Requisition	<u>57569</u>
Budget	<u>38,500.00</u>
Available	<u>TEXT</u>

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH FOREFRONT ARCHITECTURE AND
ENGINEERING, LLC RELATED TO THE PROFESSIONAL SERVICES -
DESIGN AGREEMENT FOR THE LEESBURG GAS DEPARTMENT
OPERATIONS CENTER; 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 Forefront Architecture and Engineering, LLC, whose address is 1230 Oakley Seaver Drive, Suite 100, Clermont, Florida 34711, for Professional Design Services (RFQ 250603).

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 27th day of May 2025.

Mayor

ATTEST:

City Clerk



Forefront AE
1230 Oakley Seaver Dr, Unit 100
Clermont, FL 34711
forefrontae.com

May 14, 2025

Hosea Goodwyn, Senior Buyer
204 North 5th Street
Leesburg, Florida 34748
352.728.9880

EXHIBIT B: Proposal for Design, Engineering and Construction Documentation for the City of Leesburg Gas Operations Center Pole Barn and Warehouse

Mr. Goodwyn,

Forefront Architecture and Engineering (Forefront) is pleased to provide our proposal for the City of Leesburg Gas Operations Center Remodel & Addition. Forefront has extensive experience with architectural and engineering services and will put that experience to work in providing you the construction documentation necessary for this project. The following describes our project understanding, assumptions, scope of services, and fees.

This Exhibit (**created 05/14/2025**) is a companion to the Agreement between Forefront Architecture and Engineering, LLC and **the City of Leesburg (the Client), signed 04-14-2025** which outlines the specific requirements of the project services and obligations of the Consultant and Client. This document identifies specific requirements for Design, Engineering, and Construction Documentation for the City of Leesburg Gas Operations Center Pole Barn and Warehouse Facility.

Project Understanding

Forefront understands the project to provide design and the construction documents necessary to permit and construct an approximately 10,800 square feet (SF) "Pole Barn" structure. Within this pole barn structure approximately 3,000 square feet of enclosed, conditioned storage space is to be included. The structure is to be located on parcel 1171385, directly to the West of the Gas Operations Office (parcel number 1171083). See Scope of Services and Exclusions.

Design Considerations and Assumptions

Forefront will provide signed and sealed (electronic, formatted per the Authority Having Jurisdiction standards) construction drawings (civil, architectural, mechanical, plumbing, and electrical) for the project as described above. The design will compliment the aesthetics of the City of Leesburg Gas Operations Center, to which it will be adjacent.

Collaboration and Coordination

Forefront will conduct scheduled review meetings with the client during the Schematic Design and Design Development phases. These meetings will serve as critical checkpoints to review progress, confirm design intent, and address any necessary adjustments. Other meetings may also be scheduled as needed.

Subconsultant Services

Forefront is committed to delivering comprehensive, full-spectrum design work. Forefront will serve as the primary point of contact to keep the project on schedule and aligned with the project goals. Forefront will engage and coordinate with:

1. Surveyors.
2. Geotechnical Engineers.
3. Civil Engineers.
4. MEP (Mechanical, Electrical, and Plumbing) Engineers.

Please note that the total fee is inclusive of all listed subconsultant services required for the Design, Engineering, and Construction Documentation for the City of Leesburg Gas Operations Center Pole Bran and Warehouse project.

Design of this project will occur concurrently with the Gas Operations Center.

Scope of Services

Forefront has designated the degree of service to provide full-service permit ready drawings. During each phase, Forefront will schedule meetings for discussion as part of the agreed scope of work. After each submittal the client shall have a period of five (5) business days to submit written comments, after which Forefront shall have a period of five (5) business days to submit responses to the client's comments. The following details are the necessary tasks to complete the project:

Task 01 – Programming and Needs Assessment

Establishing the Program is a joint goal forming phase between Forefront and the Client to establish the function of the subject building. Additionally, required prerequisite work is begun during this phase.

1. Programming & Needs Assessment
2. Perform Site Surveying, Boundary, Topographical, and Tree *(Performed by Subconsultant)*
3. Perform Geotechnical Investigation *(Performed by Subconsultant)*

Task 02 – Schematic Design Phase

With the Program established, schematic/concept ideas and drawings will be provided to illustrate how the building will function and appear. This is a collaborative phase with continual communication between the design team and the client. Schematic Design Documents will be provided at the conclusion of this phase for review and approval.

1. Schematic Design Civil *(Performed by Subconsultant)*
2. Schematic Design Architectural

Task 03 – Design Development

With a Client-approved schematic design, Forefront will continue to develop the design concept. During this phase details are added, and the building concept is refined. Preliminary system engineering also starts during this period. The Schematic Design will be refined as we coordinate with MEP team. Design Development Documents will be provided at the conclusion of this phase for review and approval.

1. Design Development Civil (*Performed by Subconsultant*)
2. Design Development Architectural & Structural
3. Design Development Mechanical, Electrical, Plumbing, Fire Protection (*Performed by Subconsultant*)

Task 04 – Construction Documents – 60% Completion

Development of the design into construction documents will begin. During the process, review drawings will be provided for continued oversight and review. Coordination with Civil, Structural, MEP, and Fire Protection engineers.

1. 60% Construction Documents Civil (*Performed by Subconsultant*)
2. 60% Construction Documents Architectural & Structural
3. 60% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection (*Performed by Subconsultant*)

Task 05 – Construction Documents – 90% Completion

Further development of the construction documents will occur. During the process, review drawings will be provided for continued oversight and review.

1. 90% Construction Documents Civil (*Performed by Subconsultant*)
2. 90% Construction Documents Architectural & Structural
3. 90% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection (*Performed by Subconsultant*)

Task 06 – Construction Documents – 100% Completion

Forefront to deliver electronic signed and sealed construction documents for permitting. Any changes at this stage, regardless of scope, will be billed at standard hourly rates. However, any additional documentation required to address building department review comments will be provided at no extra charge. Hard copy signed and sealed documents can be provided for additional costs per printing schedule.

1. Construction Documents Civil
2. Construction Documents Architectural
3. Construction Documents Mechanical, Electrical, Plumbing, Fire Protection

Task 07 – Permitting Phase

Assist the Client in submitting the drawings to AHJ (Authority Having Jurisdiction), respond to AHJ comments, and coordinate with consultants for an approval to obtain a construction permit.



Excluded Services

Any additional services requested beyond the original scope will require a written amendment to this agreement, along with approval of any associated fees and timeline adjustments. This provides all parties to align expectations and resources accordingly throughout the project's lifecycle.

Key Milestones and Project Schedule

The success of any project is based on identifying all critical pathway items and establishing a schedule for completion. Based on our similar project experience, below is a list of potential key milestones.

Phase I - Study and Findings	Month 1		Month 2		Month 3		Month 4	
Phase Tasks	Week 1-2	Week 3-4	Week 5-6	Week 7-8	Week 9-10	Week 11-12	Week 12-13	Week 14-15
Project Management and Coordination								
Kickoff Meeting with City & Stakeholders								
Data Collection & Existing Conditions								
Facility Needs Assessment Study								
Initial Findings Review with City								
Recommendations for New/Remodel								
Start Design Phase II								

Standard Schedule of Design Phases	Month 1		Month 2		Month 3		Month 4		Month 5		Month 6
Design Phase Tasks	Week 1-2	Week 3-4	Week 5-6	Week 7-8	Week 9-10	Week 11-12	Week 12-13	Week 14-15	Week 16-17	Week 18-19	Week 20
Project Management and Coordination											
Design Notice to Proceed											
Programing/Scope Confirmation											
Survey/Geotechnical											
Schematic Design											
Design Development											
Construction Documents (30%, 60%, 90%)											
Construction Documents (100%)											

Key Project Staff

Forefront proposes a highly experienced team, who have extensive experience in design, permitting, and construction management projects. A breakdown of the proposed key team members and associated roles are provided below:

- Mr. Lennard Davis, RA, Client Account Manager – Architectural Review of design
- Mrs. Khine Pwint, RA – Architectural design, leads design team
- Mr. Chris Smith, PE, VP, Structural Engineer – Structural design



Project Fees

The following table summarizes our estimate of fees to complete the scope of services described above.

Task	Fees Schedule
Task 01 – Programming and Needs Assessment	Incl. in SD Task
– Concurrently, perform Site Survey (Boundary, Topographical, Tree) and Geotechnical Investigation	
Task 02 – Schematic Design Phase	\$7,750.00
Task 03 – Design Development	\$11,625.00
Task 04 – Construction Documents 60% Completion	\$6,200.00
Task 05 – Construction Documents 90% Completion	\$6,200.00
Task 06 – Construction Documents 100% Completion	\$6,200.00
Task 07 – Permitting Phase	\$775.00
Total Project Fees:	\$38,750.00
Initial Deposit:	Waived

Provide services as defined in Scope of Services for the net fee in the amount of:

Thirty-Eight Thousand Seven Hundred and Fifty and 00/100 dollars (\$38,750.00)

Billing shall be sent monthly in accordance with the percentage of overall completion, with the 100% documents being signed and sealed for permitting. Payments shall be made for the completion of the work as outlined above. Payments shall be due 15 days net from the date of invoicing. The fixed fee is based on the scope of work to provide completed Construction Documents.

Forefront has attached our Fee Schedule. Each individual Forefront staff name is classified with an associated hourly rate. Our team organization is tailored to provide services effectively and efficiently. We utilize senior staff to provide guidance and review of all work products, with much of the production work completed by lower cost junior staff. In addition, senior staff either self-perform or provide a high level of supervision to junior staff during critical phases of the project. If the project is completed outside of the assumptions, Forefront may request to reduce or increase the budget accordingly.

Remainder of Page Intentionally Left Blank



Terms and Conditions

The scope of work includes authorized revisions and quality assurance milestones to provide the highest standard of service. Please note that our fees reflect not just the time spent, but also the expertise, resources, and attention to detail required to successfully complete your project. Any work requested beyond the agreed-upon scope will be billed at our hourly rates. All construction documents provided remain the intellectual property of Forefront Architecture and Engineering, LLC, unless explicitly transferred to the client in writing. Proposals are valid 30 days from creation date.

It is specifically understood in accordance with Chapter 2013-028, Laws of Florida, that the design professionals are not personally liable. The business entity maintains required insurance coverage.

THE DESIGN PROFESSIONAL(S) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

We appreciate this opportunity to present our proposal and remain fully available to provide any other information that you may require concerning this project. If you have any questions, please contact Justin Parker, Director of Marketing and Business Development. justinp@ff-ae.com

Authorization

April 4, 2025

I hereby authorize Forefront to proceed with the scope of work for the referenced project as described in proposal number 25-11058-00 dated April 4, 2025, with a budget authorization of **\$38,750.00** under the general terms and conditions specified in the proposal.

**Proposal Reviewed by
(Internal Purposes):**

Signature, Date

Justin Parker, Director of Marketing & BD

Printed Name, Title

**Offered by
Forefront Architecture & Engineering, LLC:**

 5/14/2025

Signature, Date

Lennard Davis, RA, VP of Architecture

Printed Name, Title

Accepted by Client: CITY OF LEESBURG

Signature, Date

Alan Reisman, Mayor

Printed Name, Title

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: May 27, 2025

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Seasons at Troon Creek, a subdivision of the City of Leesburg, Florida, being a portion of Section 2, Township 19 South, Range 25 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. (Season at Troon Creek)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the proposed plat for the new Seasons at Troon Creek Subdivision.

Analysis:

The property is generally located south of Poe Street and east of Radio Road. The proposal is for approval of a plat consisting of 83 single family residential lots. The platting review process has been completed, and approval of this request will allow for the applicant(s) to begin sales of individual lots for development of detached signed family residences.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Seasons at Troon Creek subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result from the development of this property, in the form of ad valorem taxes, impact fees, and service charges for utilities.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR SEASONS AT TROON CREEK, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 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. (SEASON AT TROON CREEK)

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

THAT the plat of the following described lands, which is named Seasons at Troon Creek, is hereby approved and accepted by the City of Leesburg, Florida; being legally described as:

Seasons at Troon Creek, containing 33.751 +/- acres.

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 27th day of May 2025.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR SEASONS AT TROON CREEK, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 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. (SEASON AT TROON CREEK)

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

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Mayor

ATTEST:

City Clerk

SEASONS AT TROON CREEK

A PORTION OF LAND SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 1 OF 5

PLAT BOOK PAGE

SEASONS AT TROON CREEK

DEDICATION

KNOW BY ALL MEN BY THESE PRESENTS, THAT RICHMOND AMERICAN HOMES OF FLORIDA, LP, A COLORADO LIMITED PARTNERSHIP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREON EXPRESSED AND DEDICATES TRACT J (50.00' FOOT WIDE PUBLIC RIGHT-OF-WAY) TO THE CITY OF LEESBURG FOR THE RIGHT-OF-WAY PURPOSES AND FURTHER DEDICATES THE UTILITY EASEMENTS (UE) TO THE CITY OF LEESBURG FOR THE PERPETUAL USE OF THE PUBLIC AND TRACT L (LIFT STATION) IN FEE SIMPLE TO THE CITY OF LEESBURG (WITH THE RECORDING OF THIS PLAT VESTING SAID INTERESTS IN THE CITY OF LEESBURG WITHOUT THE NECESSITY OF ANY OTHER INSTRUMENT OF GRANT OR CONVEYANCE).

1. RESTRICTIONS. THE LANDS WITHIN THIS PLAT ARE SUBJECT TO, AND THE UTILIZATION OF THE LANDS WITHIN THIS PLAT BY THE OWNERS IS FURTHER LIMITED AND RESTRICTED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEASONS AT TROON CREEK (THE "DECLARATION"). RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____, TOGETHER WITH ALL THE RECORDED AMENDMENTS.

2. DRAINAGE EASEMENTS. EASEMENTS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENTS ARE HEREWITHIN DEDICATED AS A PERPETUAL NON-EXCLUSIVE EASEMENTS TO THE SEASONS AT TROON CREEK HOMEOWNER'S ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION (THE "ASSOCIATION").

3. LANDSCAPE BUFFER. THE 10.00' LANDSCAPE BUFFER, AS SHOWN HEREON, ARE HEREWITHIN DEDICATED TO THE HOA.

4. SURFACE WATER MANAGEMENT SYSTEM. THE SEASONS AT TROON CREEK HOMEOWNERS ASSOCIATION SHALL MAINTAIN AND OPERATE THE SURFACE WATER MANAGEMENT SYSTEM WITH THE LANDS DESCRIBED IN THIS PLAT IN ACCORDANCE WITH THE PERMIT ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

5. ROAD EASEMENT. THE ROAD EASEMENT, AS SHOWN HEREON, IS AN EASEMENT FOR ROAD, ROAD RELATED, DRAINAGE, GRADING UTILITY, AND SIDEWALK PURPOSES, IS HEREWITHIN DEDICATED TO THE PERPETUAL USE OF THE PUBLIC AND SHALL BE MAINTAINED BY THE SAME.

BY: RICHMOND AMERICAN HOMES OF FLORIDA, LP, A COLORADO LIMITED PARTNERSHIP

BY: RAH OF FLORIDA, INC., A COLORADO LIMITED CORPORATION, ITS GENERAL PARTNER

SIGNATURE DATE

PRINT NAME TITLE

WITNESSES:

SIGNATURE SIGNATURE

PRINT NAME PRINT NAME

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF ____ 20__ BY ____ OF RICHMOND AMERICAN HOMES OF FLORIDA, INC., A COLORADO LIMITED PARTNERSHIP, BY RAH OF FLORIDA, INC., A COLORADO LIMITED CORPORATION, ITS GENERAL PARTNER, ON BEHALF OF THE COMPANY, HE / SHE IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED ____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS ____ DAY OF _____, 20__.

PRINT NAME

MY COMMISSION NUMBER IS: _____

MY COMMISSION EXPIRES: _____

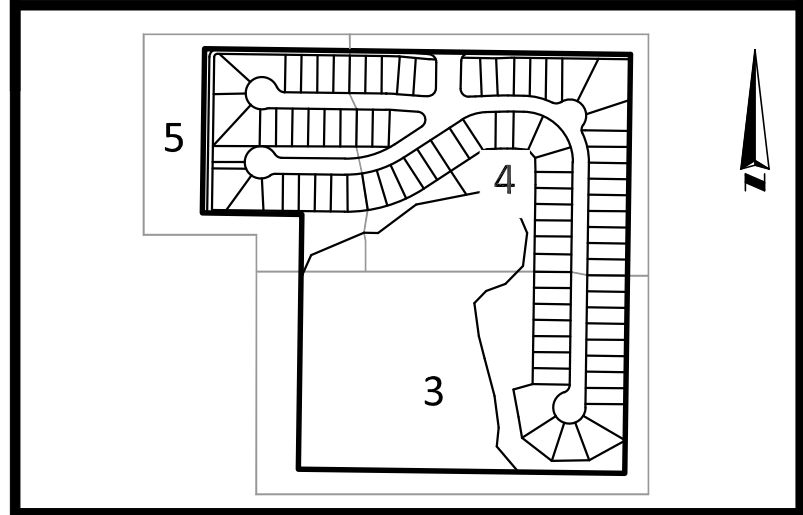
SURVEYOR'S NOTES

- THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, AS BEING SOUTH 89°13'45" EAST, ASSUMED.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS SHOWN AS NON-RADIAL (NR).
- THIS PROPERTY LIES WITHIN FLOOD ZONES "X" AND "AE". ZONE "X" DENOTES AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE "AE" DENOTES AREAS TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, WITH NO BASE FLOOD ELEVATION BEING DETERMINED. INFORMATION FROM FEMA FLOOD MAP #12069C0480E, HAVING AN EFFECTIVE DATE OF DECEMBER 18TH, 2012.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, 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 SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL LOTS HAVE 10.00 FOOT WIDE UTILITY EASEMENTS ALONG THE ROAD RIGHT-OF-WAY.
- LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
- TRACTS A AND E ARE STORMWATER/OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE SEASONS AT TROON CREEK HOMEOWNER'S ASSOCIATION INC., HEREAFTER REFERRED TO AS THE "ASSOCIATION."
- TRACTS B, D, H, AND I ARE OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACTS C AND O ARE BUFFER/OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT F IS AN UPLAND BUFFER TRACT AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT G IS A WETLAND TRACT AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT K IS AN OPEN SPACE/ACCESS/UTILITIES TRACT AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION. A BLANKET UTILITY EASEMEN (UE) IS HEREBY GRANTED OVER TRACT K TO THE CITY OF LEESBURG FOR THE PERPETUAL USE OF THE PUBLIC.
- TRACT N IS A STORMWATER/ACCESS/OPEN SPACE TRACT AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO MATTERS OF TITLE AS REPORTED IN THAT CERTAIN PROPERTY INFORMATION REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FATIC FILE NO. 110531957, HAVING AN EFFECTIVE DATE OF JANUARY 16, 2025. SAID MATTERS OF TITLE ARE LISTED AS FOLLOWS:
 - ORDINANCE NO. 22-021 RECORDED MARCH 22, 2022 IN BOOK 5922, PAGE 107. (AFFECTS, NOTHING TO PLOT)
 - RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED APRIL 10, 2023 IN BOOK 6121, PAGE 1982. (AFFECTS, NOTHING TO PLOT)
 - ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR UTILITY CONSTRUCTION REIMBURSEMENT (WASTEWATER) BY AND BETWEEN HG TROON CREEK, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND RICHMOND AMERICAN HOMES OF FLORIDA, LP, A COLORADO LIMITED PARTNERSHIP RECORDED SEPTEMBER 4, 2024 IN BOOK 6391, PAGE 2157 AND IN BOOK 6391, PAGE 2162. (AFFECTS, NOTHING TO PLOT)
- 50.00 FOOT LOT WIDTH, AS MEASURED AT SETBACK LINES (SHOWN HEREON AS "SBL") IS REQUIRED FOR CITY OF LEESBURG PLANNING AND ZONING TO ACCEPT THESE LOTS.

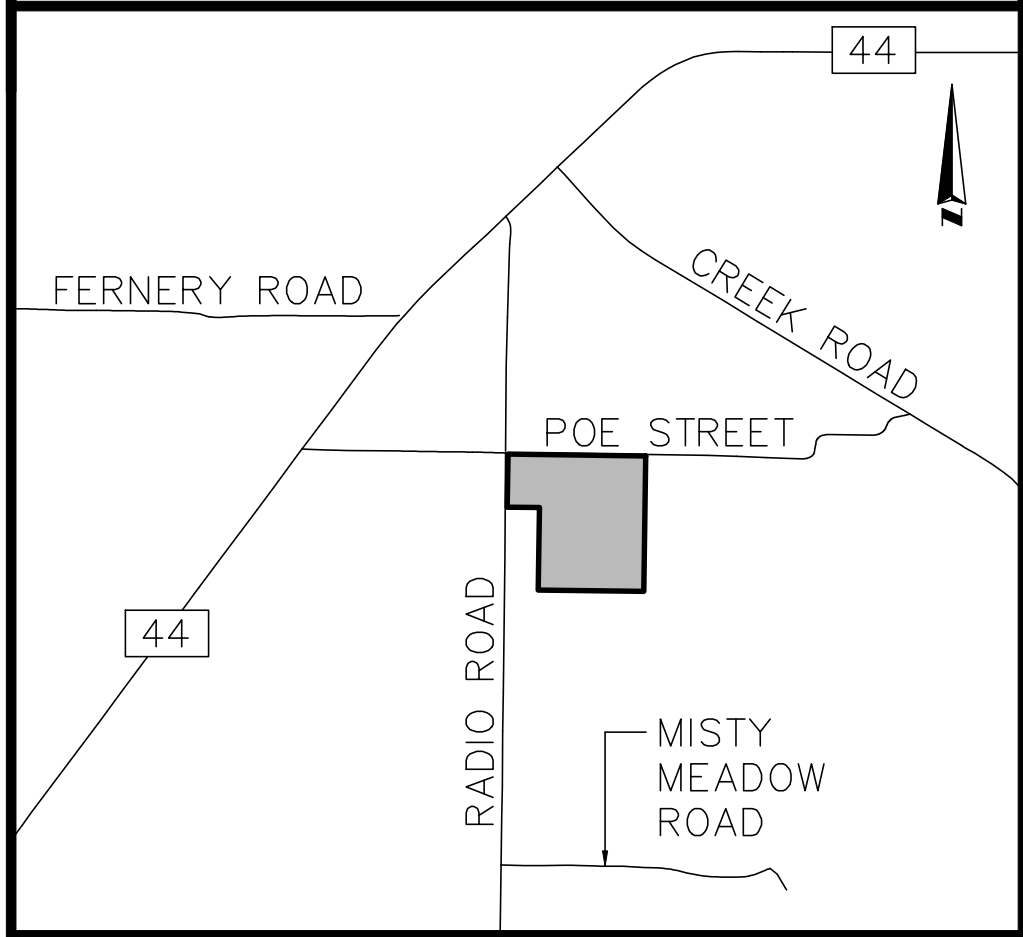
LEGEND

-  = CHANGE IN DIRECTION
-  = SET 4"x4" CM CONCRETE MONUMENT "PRM LB #6393" (UNLESS OTHERWISE NOTED)
-  = SET NAIL AND DISK PCP "LB #6393 (UNLESS OTHERWISE NOTED)
-  = CENTRAL ANGLE (DELTA)
-  = CURVE TAG NUMBER
-  = CHORD BEARING
-  = CERTIFIED CORNER RECORD
-  = CHORD DISTANCE
-  = CONCRETE MONUMENT
-  = DRAINAGE EASEMENT
-  = OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
-  = DRAINAGE AND UTILITY EASEMENTS
-  = EASTING
-  = IDENTIFICATION
-  = LINE TAG NUMBER
-  = ARC LENGTH
-  = LICENSED BUSINESS
-  = NOTHING
-  = NON-RADIAL
-  = OVERALL
-  = OFFICIAL RECORDS BOOK
-  = POINT OF CURVATURE
-  = PERMANENT CONTROL POINT
-  = POINT OF INTERSECTION
-  = PERMANENT REFERENCE MONUMENT
-  = PROFESSIONAL SURVEYOR AND MAPPER
-  = POINT OF TANGENCY
-  = RADIUS
-  = RADIUS POINT
-  = SETBACK LINE
-  = UTILITY EASEMENT

KEY MAP - NOT TO SCALE



VICINITY MAP - NOT TO SCALE



CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY SAID CITY COMMISSION OF LEESBURG FOR RECORD, AND THE DEDICATION OF THE STREETS AND PUBLIC PLACES ACCEPTED OR MUNICIPAL PURPOSES OF SAID CITY ON THE ____ DAY OF ____ 20__, PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN NINETY (90) DAYS FROM THE DATE OF APPROVAL BY THE SAID COMMISSION.

CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR/COMMISSIONER

ATTEST:

CITY CLERK

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER CERTIFIES THAT I HAVE PREPARED THE FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SIGNED: _____ DATED _____

E. GLENN TURNER, PSM FLORIDA REGISTRATION NO. 5643
AMERICAN SURVEYING AND MAPPING, INC.
REGISTRATION NUMBER L.B. NO. 6393
221 CIRCLE DRIVE, MAITLAND,
FLORIDA 32751 (407) 426-7979

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER, PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS, OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE DATE

PRINT

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. _____

"FLOOD HAZARD WARNING"

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT LAKE COUNTY AND OBTAIN THE LATEST INFORMATION ON FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR USE OF THIS PROPERTY. EVEN MEETING LAKE COUNTY STANDARDS DOES NOT ENSURE ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

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.



221 Circle Drive, Maitland, FL 32751 Phone: 407-426-7979

LB#6393 nationalduediligenceservices.com

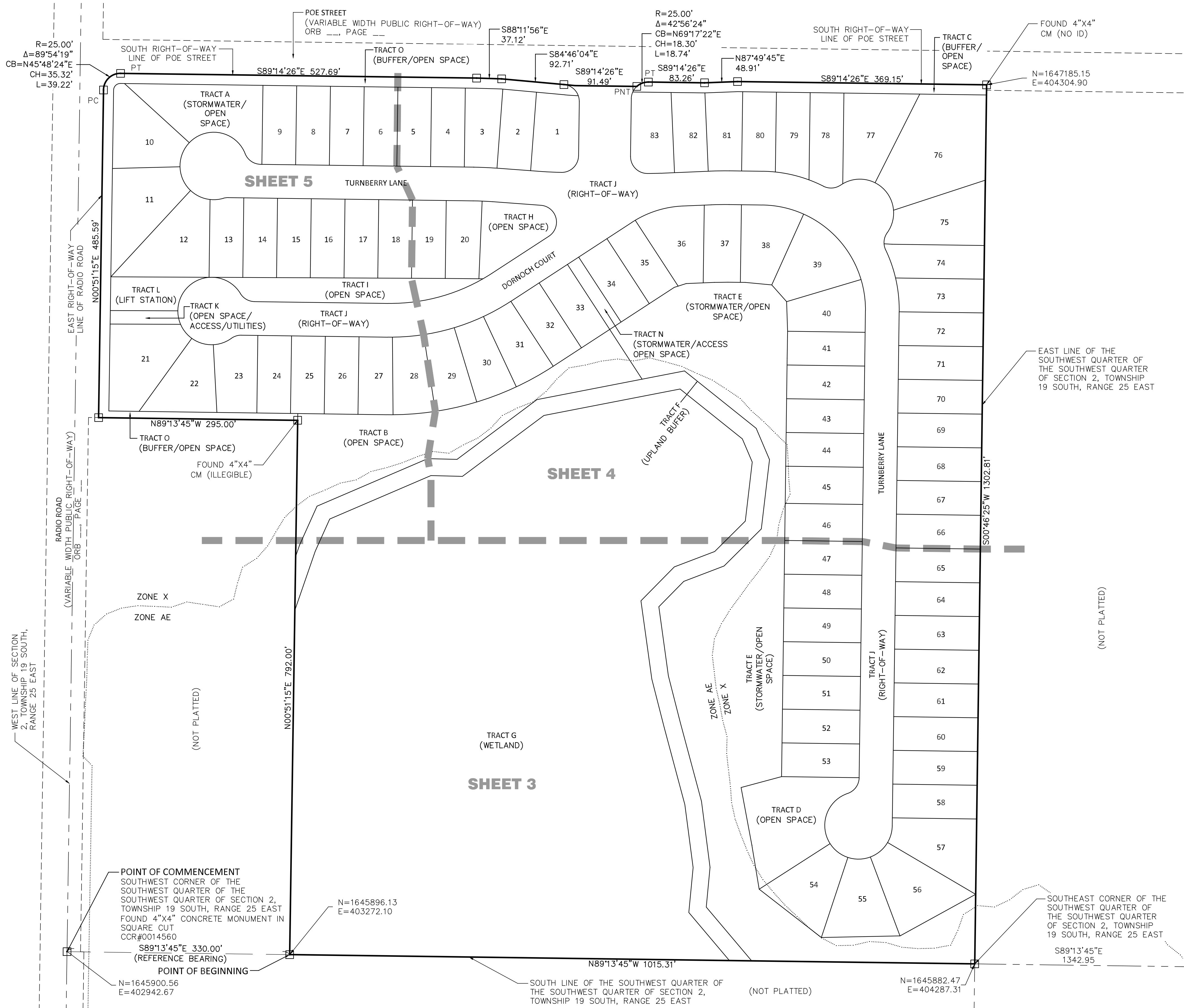
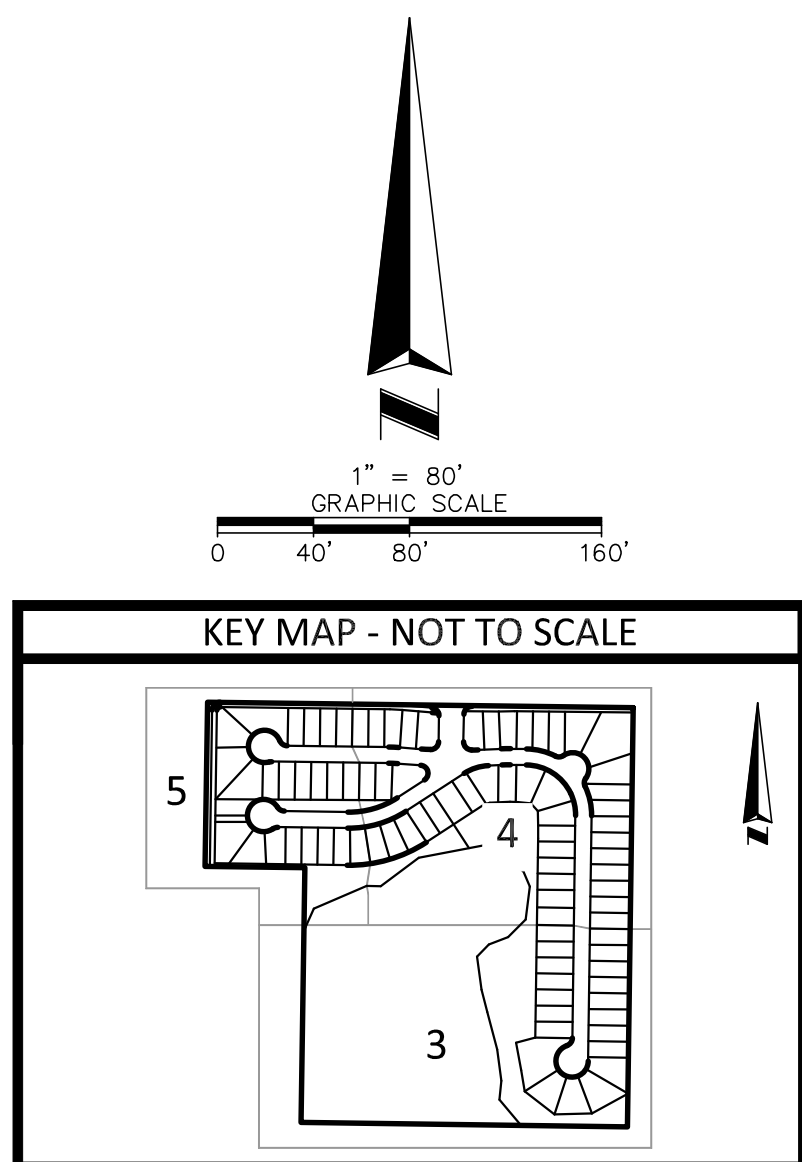
SEASONS AT TROON CREEK

SHEET 2 OF 5

PLAT BOOK

PAGE

A PORTION OF LAND SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA



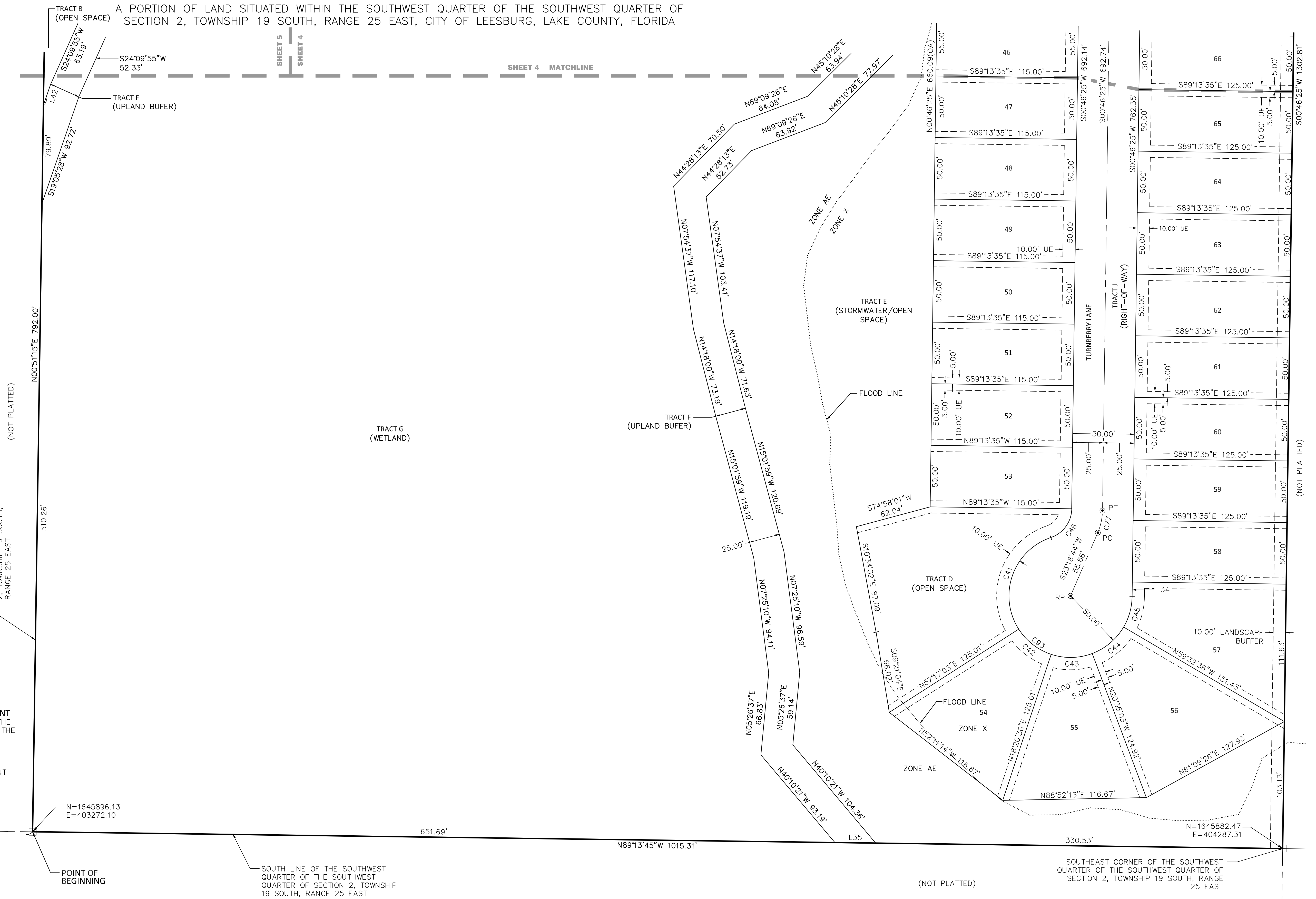
NOTICE

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"FLOOD HAZARD WARNING"

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PAGE



LINE TABLE		
LINE	BEARING	DISTANCE
L34	S00°46'25"W	11.88'
L35	N89°13'45"W	33.10'
L42	S19°05'28"W	17.95'

CURVE TABLE					
CURVE	RADIUS	DELTA	BEARING	CHORD	LENGTH
C41	50.00'	104°01'06"	S19°7'36"W	78.81'	90.77'
C42	50.00'	38°56'33"	S52°11'14"E	33.33'	33.98'
C43	50.00'	38°56'33"	N88°52'13"E	33.33'	33.98'
C44	50.00'	38°56'33"	N49°55'41"E	33.33'	33.98'
C45	50.00'	29°41'00"	N15°36'54"E	25.81'	29.90'
C46	25.00'	70°31'44"	N36°02'17"E	28.67'	30.77'
C77	47.00'	22°32'19"	S12°02'35"E	18.37'	18.49'
C93	50.00'	25°03'14"	S53°57'44"E	81.65'	218.63'

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
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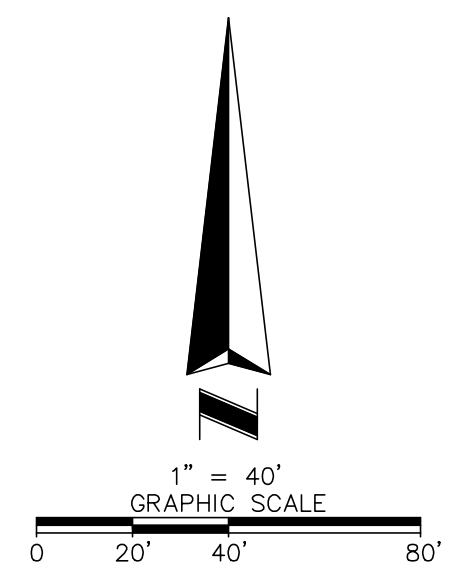
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SEASONS AT TROON CREEK

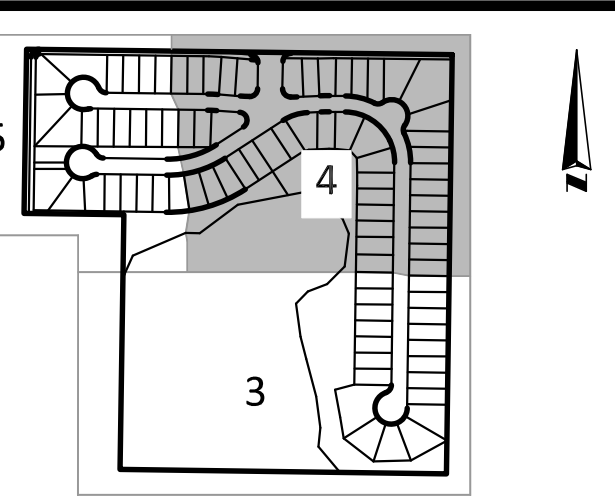
SHEET 4 OF 5

PLAT BOOK

PAGE



KEY MAP - NOT TO SCALE



CURVE TABLE				
CURVE	RADIUS	DELTA	BEARING	CHORD LENGTH
C1	50.04'	40°18'08"	N15°41'11"E	34.48' 35.20'
C2	50.04'	58°42'36"	N33°49'11"W	49.06' 51.28'
C3	205.00'	06°31'49"	N66°21'21"W	23.35' 23.37'
C4	205.00'	14°20'54"	N76°47'42"W	51.20' 51.34'
C5	25.00'	61°42'09"	N86°03'30"E	25.64' 26.92'
C6	50.04'	04°00'51"	S57°30'19"W	3.51' 3.51'
C7	50.04'	57°18'47"	S88°10'08"W	48.00' 50.06'
C8	25.00'	21°38'46"	S14°45'03"E	9.39' 9.44'
C9	205.00'	13°58'55"	N06°13'02"W	49.90' 50.03'
C10	205.00'	12°21'56"	N19°23'28"W	44.16' 44.24'
C12	180.00'	18°45'30"	N34°57'11"W	58.67' 58.93'
C13	155.00'	40°18'14"	N45°43'32"W	106.60' 109.03'
C14	25.00'	40°03'23"	S16°06'02"W	17.12' 17.48'
C15	475.00'	03°11'24"	S89°09'52"W	26.44' 26.45'
C16	525.00'	03°11'24"	S89°09'52"W	29.23' 29.23'
C17	150.00'	02°12'30"	S58°01'12"W	5.78' 5.78'
C18	25.00'	66°25'19"	S57°32'54"W	27.39' 28.98'
C19	25.00'	23°34'41"	S12°32'54"W	10.22' 10.29'
C20	25.00'	90°45'15"	S44°37'04"E	35.59' 39.60'
C21	475.00'	02°26'09"	S89°09'52"W	26.44' 26.45'
C22	150.00'	28°26'42"	S73°20'49"W	73.71' 74.47'
C23	25.00'	20°29'36"	N09°29'14"W	8.89' 8.94'
C24	25.00'	65°02'02"	N52°15'03"W	26.88' 28.38'
C25	475.00'	03°27'14"	S87°29'32"E	28.63' 28.63'
C26	25.00'	90°01'18"	N45°46'12"E	35.36' 39.28'
C27	25.00'	142°40'52"	N14°25'29"W	47.37' 62.26'
C28	360.00'	03°10'24"	S86°21'16"E	19.94' 19.94'
C29	525.00'	03°28'32"	N87°30'10"W	31.84' 31.85'
C30	475.00'	03°28'30"	N87°30'09"W	28.80' 28.81'
C31	440.00'	08°02'33"	N60°56'14"E	61.71' 61.76'
C32	275.00'	03°15'01"	N58°32'28"E	15.60' 15.60'
C33	325.00'	08°11'32"	N69°03'16"E	46.43' 46.47'
C34	325.00'	08°10'33"	N60°56'14"E	45.58' 45.62'
C35	440.00'	08°11'32"	N69°03'16"E	62.86' 62.91'
C36	440.00'	08°11'32"	N77°14'48"E	62.86' 62.91'
C37	180.00'	44°54'31"	N66°47'11"W	137.50' 141.08'
C38	155.00'	23°21'47"	N77°33'33"W	62.77' 63.20'
C39	205.00'	05°16'17"	N86°36'18"W	18.85' 18.86'
C40	155.00'	63°40'01"	N57°24'26"W	163.51' 172.24'
C47	325.00'	01°14'10"	S89°50'50"E	7.01' 7.01'
C48	325.00'	08°11'32"	N85°26'19"E	46.43' 46.47'
C56	25.00'	42°56'24"	S69°17'22"W	18.30' 18.74'
C66	440.00'	1°14'10"	S89°50'50"E	9.49' 9.49'
C67	275.00'	30°36'17"	N75°28'07"E	145.15' 146.89'
C68	325.00'	08°11'32"	N77°14'48"E	46.43' 46.47'
C69	440.00'	08°11'32"	N85°26'19"E	62.86' 62.91'
C71	500.00'	03°28'32"	S87°30'10"E	30.32' 30.33'
C72	500.00'	03°28'32"	S87°30'10"E	30.32' 30.33'
C73	500.00'	03°11'24"	N89°09'52"E	27.83' 27.84'
C74	500.00'	03°11'24"	N89°09'52"E	27.83' 27.84'
C75	180.00'	63°40'01"	S57°24'26"E	189.88' 200.02'
C78	440.00'	33°51'18"	N73°50'36"E	256.22' 259.99'
C80	50.00'	56°09'24"	S28°50'16"W	47.07' 49.01'
C81	300.00'	33°51'18"	S73°50'36"E	174.70' 177.26'
C84	325.00'	33°51'18"	N73°50'36"E	189.25' 192.04'
C85	275.00'	33°51'18"	N73°50'36"E	160.14' 162.49'
C86	150.00'	30°39'12"	S72°14'34"W	79.30' 80.25'
C87	205.00'	26°09'00"	N76°09'56"W	92.75' 93.56'
C88	50.04'	160°20'21"	N44°19'56"W	98.62' 140.04'
C89	25.00'	61°42'09"	S05°16'39"W	25.64' 26.92'
C90	155.04'	17°18'59"	N08°04'21"W	46.68' 46.86'
C91	155.00'	08°50'31"	N21°09'10"W	23.90' 23.92'
C92	205.00'	26°20'51"	N12°24'00"W	93.44' 94.27'

CURVE TABLE				
CURVE	RADIUS	DELTA	BEARING	CHORD LENGTH
C94	475.00'	01°53'16"	N86°42'32"W	15.65' 15.65'
C95	475.00'	01°35'14"	N88°26'47"W	13.16' 13.16'
C96	25.00'	85°31'38"	N42°00'15"W	33.95' 37.32'
C97	25.00'	90°00'00"	S45°45'34"W	35.36' 39.27'
C98	155.00'	08°50'31"	N21°09'10"W	23.90' 23.92'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°46'25"W	15.00'
L2	N45°40'04"E	25.10'
L3	S00°46'25"W	32.05'
L4	S00°46'25"W	0.47'
L5	N86°50'50"W	11.96'
L6	S41°39'50"E	33.08'
L7	S87°34'10"W	2.29'
L8	N89°14'26"W	18.08'
L9	N89°14'26"W	31.17'
L10	N89°14'26"W	7.52'
L11	N00°45'34"E	0.50'
L14	S87°34'10"W	20.02'
L15	S72°14'37"W	5.99'
L16	S72°14'37"W	12.51'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	S87°34'10"W	25.26'
L18	S87°34'10"W	16.64'
L19	N89°14'26"W	18.35'
L20	N89°14'26"W	7.09'
L21	N89°09'52"E	20.04'
L22	N85°45'55"W	17.12'
L23	N89°14'26"W	13.92'
L24	N85°45'55"W	2.71'
L25	S84°46'04"E	2.71'
L26	S88°11'56"E	36.53'
L27	S89°14'26"E	16.36'
L30	S56°54'57"W	0.91'
L31	S56°54'57"W	0.91'
L32	N89°21'51"W	5.94'

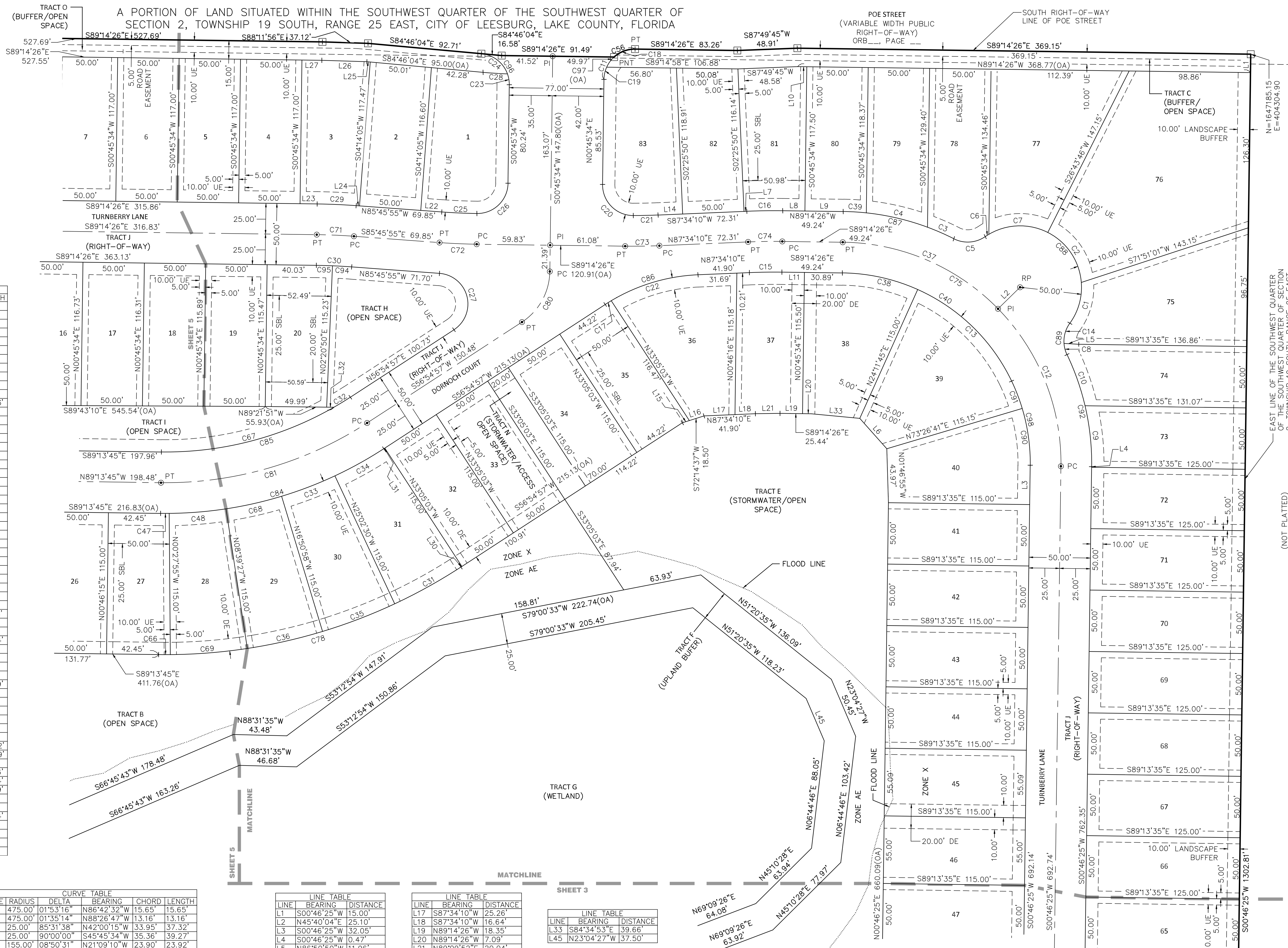
LINE TABLE		
LINE	BEARING	DISTANCE
L33	S84°34'53"E	39.66'
L45	N23°04'27"W	37.50'

NOTICE

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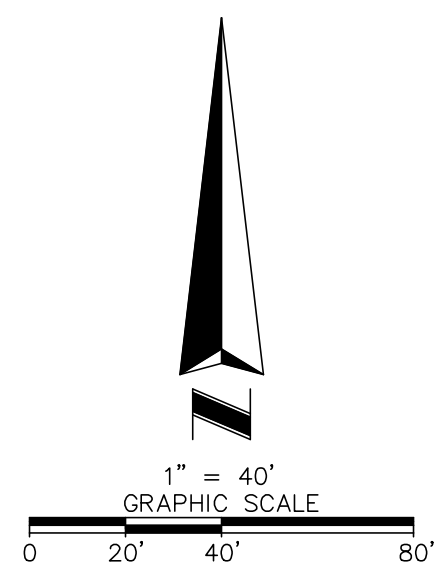
SEASONS AT TROON CREEK

SHEET 5 OF 5

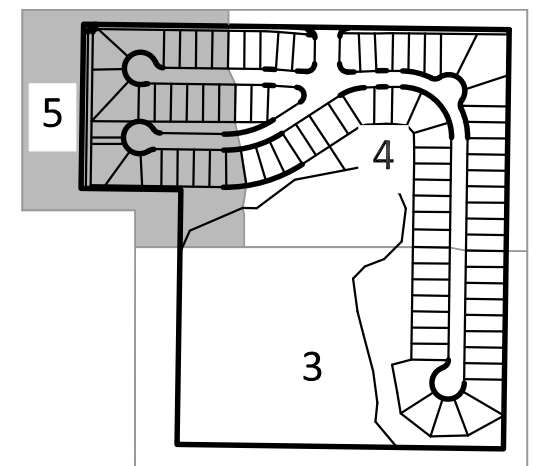
PLAT BOOK

PAGE

A PORTION OF LAND SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF LEESBURG, LAKE COUNTY, FLORIDA

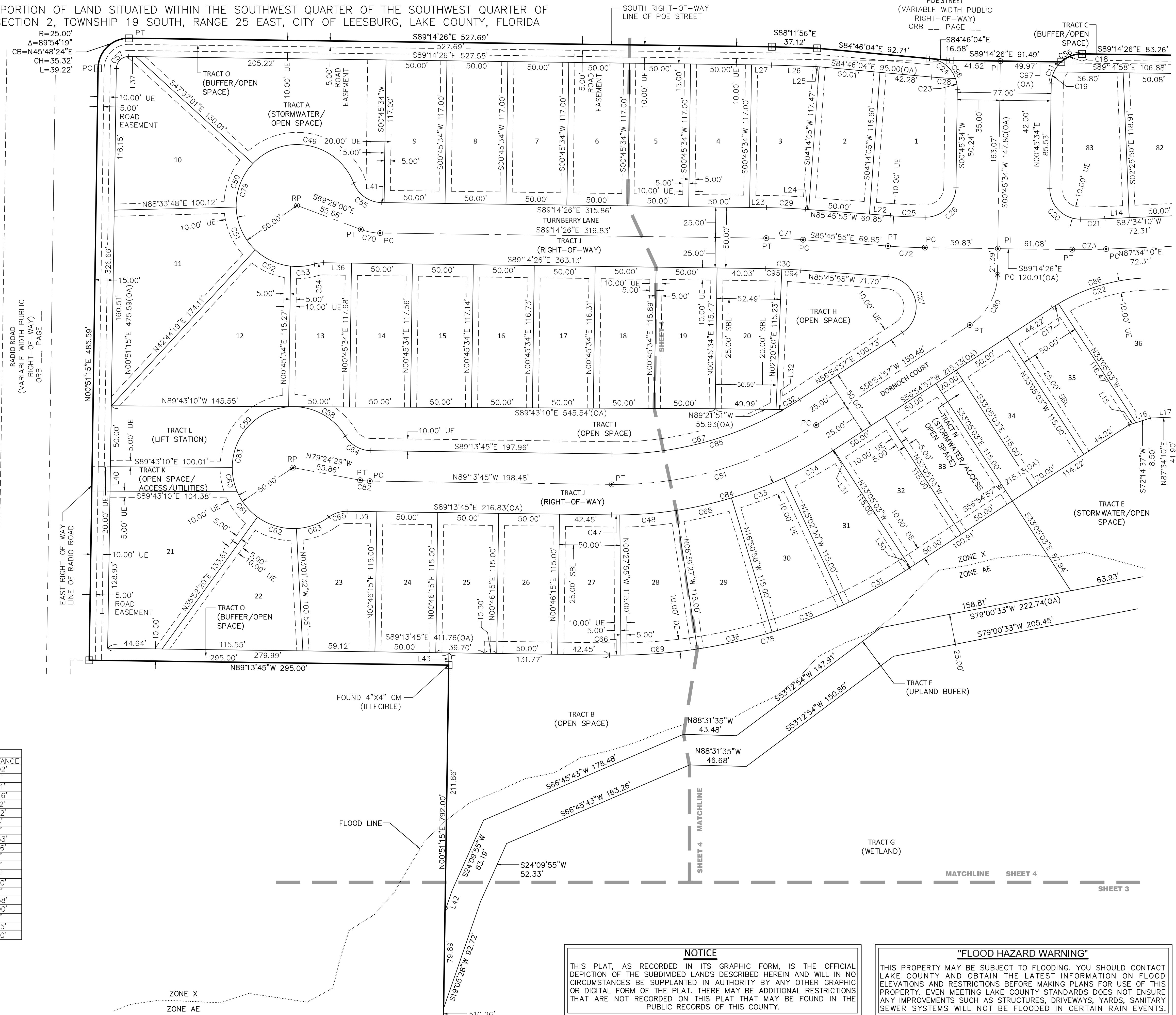


KEY MAP - NOT TO SCALE



CURVE TABLE						
CURVE	RADIUS	DELTA	BEARING	CHORD	LENGTH	
C17	150.00'	02°12'30"	S58°01'12"W	5.78'	5.78'	
C18	25.00'	66°25'19"	S57°32'54"W	27.39'	28.98'	
C19	25.00'	23°34'41"	S12°32'54"W	10.22'	10.29'	
C20	25.00'	90°45'15"	S44°37'04"E	35.59'	39.60'	
C21	475.00'	2°26'09"	N88°47'14"E	20.19'	20.19'	
C22	150.00'	28°26'42"	S73°20'49"W	73.71'	74.47'	
C23	25.00'	20°29'36"	N09°29'14"W	8.89'	8.94'	
C24	25.00'	65°02'02"	N52°15'03"W	26.88'	28.38'	
C25	475.00'	03°27'14"	S87°29'32"E	28.63'	28.63'	
C26	25.00'	90°01'18"	N45°46'12"E	35.36'	39.28'	
C27	25.00'	142°40'52"	N14°25'29"W	47.37'	62.26'	
C28	360.00'	03°10'24"	S86°21'16"E	19.94'	19.94'	
C29	525.00'	03°28'32"	N87°30'10"W	31.84'	31.85'	
C30	475.00'	03°28'30"	N87°30'09"W	28.80'	28.81'	
C31	440.00'	08°02'33"	N60°56'14"E	61.71'	61.76'	
C32	275.00'	03°15'01"	N58°32'28"E	15.60'	15.60'	
C33	325.00'	08°11'32"	N69°03'16"E	46.43'	46.47'	
C34	325.00'	08°02'33"	N60°56'14"E	45.58'	45.62'	
C35	440.00'	08°11'32"	N69°03'16"E	62.86'	62.91'	
C36	440.00'	08°11'32"	N77°14'48"E	62.86'	62.91'	
C47	325.00'	01°14'10"	S89°50'50"E	7.01'	7.01'	
C48	325.00'	08°11'32"	N85°26'19"E	46.43'	46.47'	
C49	50.00'	114°57'08"	N78°55'41"W	84.32'	100.31'	
C50	50.00'	45°01'57"	S21°04'47"W	38.29'	39.30'	
C51	50.00'	45°14'39"	S24°03'31"E	38.47'	39.48'	
C52	50.00'	37°07'45"	S65°14'43"E	31.84'	32.40'	
C53	50.00'	22°37'28"	N84°52'41"E	19.62'	19.74'	
C54	25.00'	17°11'37"	S82°09'45"W	7.47'	7.50'	
C55	25.00'	67°47'20"	S55°20'46"E	27.88'	29.58'	
C57	10.00'	89°45'46"	S45°52'40"W	14.11'	15.67'	
C58	50.00'	62°58'55"	N62°45'21"W	52.24'	54.96'	
C59	50.00'	85°28'21"	S43°01'01"W	67.86'	74.59'	
C60	50.00'	23°34'41"	S11°30'31"E	20.43'	20.58'	
C61	50.00'	30°49'49"	S38°42'46"E	26.58'	26.90'	
C62	50.00'	38°53'52"	S73°34'36"E	33.30'	33.94'	
C63	50.00'	32°47'49"	N7°03'43"E	28.23'	28.62'	
C64	25.00'	57°57'51"	S60°14'49"E	24.23'	25.29'	
C65	25.00'	36°35'36"	S72°28'27"W	15.70'	15.97'	
C66	440.00'	01°14'10"	S89°50'50"E	9.49'	9.49'	
C67	275.00'	30°36'17"	N75°28'07"E	145.15'	146.89'	
C68	325.00'	08°11'32"	N77°14'48"E	46.43'	46.47'	
C69	440.00'	08°11'32"	N85°26'19"E	62.86'	62.91'	
C70	47.00'	19°45'26"	S79°21'43"E	16.13'	16.21'	
C71	500.00'	03°28'32"	S87°30'10"E	30.32'	30.33'	
C72	500.00'	03°28'32"	S87°30'10"E	30.32'	30.33'	
C73	500.00'	03°11'24"	N89°09'52"E	27.83'	27.84'	
C78	440.00'	33°51'18"	N73°50'36"E	256.22'	259.99'	
C79	50.00'	264°58'57"	S26°03'25"W	73.74'	231.24'	
C80	50.00'	56°09'24"	S28°50'16"W	47.07'	49.01'	
C81	300.00'	33°51'18"	S73°50'36"W	174.70'	177.26'	
C82	47.00'	09°49'16"	N84°19'07"W	8.05'	8.06'	
C83	50.00'	274°33'28"	S11°27'23"W	67.84'	239.60'	
C84	325.00'	33°51'18"	N73°50'36"E	189.25'	192.04'	
C85	275.00'	33°51'18"	N73°50'36"E	160.14'	162.49'	
C86	150.00'	30°39'12"	S72°14'34"W	79.30'	80.25'	
C94	475.00'	01°53'16"	N86°42'32"W	15.65'	15.65'	
C95	475.00'	01°35'14"	N88°26'47"W	13.16'	13.16'	
C96	25.00'	85°31'38"	N42°00'15"W	33.95'	37.32'	
C97	25.00'	90°00'00"	S45°45'34"W	35.36'	39.27'	

LINE TABLE		
LINE	BEARING	DISTANCE
L14	S87°34'10"W	20.02'
L15	S72°14'37"W	5.99'
L16	S72°14'37"W	12.51'
L17	S87°34'10"W	25.26'
L22	N85°45'55"W	17.12'
L23	N89°14'26"W	13.92'
L24	N85°45'55"W	2.73'
L25	S84°46'04"E	2.71'
L26	S88°11'56"E	36.53'
L27	S89°14'26"E	16.36'
L30	S56°54'57"W	0.91'
L31	S56°54'57"W	0.91'
L32	N89°21'51"W	5.94'
L36	S89°14'26"E	23.10'
L37	S89°14'26"E	5.97'
L39	S89°13'45"E	24.38'
L40	N00°51'15"E	20.00'
L41	N89°14'26"W	1.94'
L42	S19°05'28"W	17.95'
L43	N00°46'15"E	10.00'



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LEGAL DESCRIPTION
BUCKNER/TROON CREEK PRESERVE

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida; LESS the West 330 feet of the South 792 feet, and LESS the North 25 feet for road right of way.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: May 27, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Stanley Martin Homes, LLC., regarding electric service to a development known as Silver Lake Pointe Phase 2; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and Stanley Martin Homes, LLC.

Analysis:

The City of Leesburg will provide electric service to Stanley Martin Homes, LLC, for the development known as Silver Lake Pointe Phase 2, located on CR 44. The development will consist of 92 metered units; there is no required make-ready work or line extension needed to serve the development. The owner will present the City with a bond in the amount of \$261,294.00 which will be credited within 4 years from the date of the agreement on a per-unit basis as the homes are built.

Included in the estimate are dollars for the installation of 12 streetlight poles and fixtures as part of the City's Rental Light Program. The HOA/CDD will be invoiced \$280.32 per month for the capital costs, energy and O&M associated with the rental light program.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A budget adjustment will be processed to add \$261,294.00 to the current Electric Capital Projects budget using available Electric Cash.

Account No. 041-1099-531-xxxx

Project No. 410002, 410006, 410010

WF No.

WF1625746

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND STANLEY MARTIN HOMES, LLC., REGARDING
ELECTRIC SERVICE TO A DEVELOPMENT KNOWN AS SILVER LAKE
POINTE PHASE 2; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an electric service agreement between the City of Leesburg and Stanley Martin Homes, LLC., regarding providing electric service for the development known as Silver Lake Pointe, Phase 2.

THAT this resolution shall take effect 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 27th day of May 2025.

Mayor

ATTEST:

City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025 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, ("City"), and **Stanley Martin Homes, LLC**, a Florida limited liability company ("Owner") located at 11710 Plaza America Drive, Suite 1100, Reston, Va 20190, sometimes collectively referred to as "Party" of "Parties".

WITNESSETH:

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

See **Exhibit "A"** attached hereto

Parcel Identification Number(s): 1273552, 3874330, and 3874331

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Leesburg, Florida, for "Silver Lake Pointe Phase 2" (the "Development"); and

WHEREAS, the Owner has requested the City of Leesburg, Florida, Electric Department to design the electric distribution facilities for the above-mentioned Development (the "Project"); and

WHEREAS, Section 25-474 Installation of Electric Distribution System, of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner be responsible for charges identified; and

WHEREAS, the City of Leesburg, Florida, will estimate the Project's four (4)-year projected revenue based on when the Owner anticipates home construction to commence and at what monthly completion rate; and

WHEREAS, Section 25-450 Utility Easements, of the Code of Ordinances of the City of Leesburg, Florida, requires utility easements to be dedicated in the final plat of subdivisions, or granted to the City prior to installation of electric utilities; and

WHEREAS, Section 1E of the Charges in Aid to Construction Policies ("CIAC"), of the Leesburg Electric Service Planning Design Manual of the City of Leesburg, Florida, requires that Owner be responsible for line extension charges and "make ready" work (as defined herein) identified; and

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 and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit "B"** and by reference is made a part hereof.
2. The Development will have 92 residential lots. There will be no additional services. There will be a total of 92 electric meters in the Project.

3. Underground Residential Distribution system-The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is **\$261,924.00**. The Owner will be installing the conduit, secondary boxes, and transformer pads per the City requirements and material provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead (OH) cost is **\$328,586.00**. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any.
4. Line Extension- This Project does not require a line extension.
5. Estimated Project Revenues-The City has estimated the 4 year projected revenue for this development to be \$319,756. The total cost of the project (estimated Overhead costs plus the Line Extension costs) is \$261,924.00. The difference between the estimated revenue and the cost of the project is \$-57,832.00. Since the projected revenue is larger than the cost of the subdivision, the owner will not owe any additional funds.
6. "Make Ready Work"-This Project does not require any "Make Ready Work".
7. The Owner has requested the installation of rental lights, that will be paid for by the Homeowners' Association for the Development ("HOA") on a monthly basis based on the current rental light rates. These rates are subject to change per City Policy. The City has provided a light design based on fixtures available from the City. This Project does not require any additional conduit installation for lights.
8. The Owner shall provide the City with a check in the amount of the following:
 - a. The cost difference between Overhead and Underground Distribution. **\$ 0.00**
 - b. The estimated 4 year revenue shortage
(OH Costs Plus Line Extension minus revenue). **\$0.00**
 - c. The Estimated cost of the Make Ready Work. **\$0.00**
 - d. The Estimated cost of light conduit installation. **\$0.00**
 - e. **Total amount CIAC due.** **\$0.00**

Payment shall be received within 14 days of the approval of this Agreement by the City Commission and prior to any installation of electric distribution.

9. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual costs are less than estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
10. The Owner will provide a bond in the amount of **\$261,924.00**, the **reimbursable** cost of the overhead distribution design made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be credited at a rate of **\$2,847.00** per meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.

11. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of 92 homes and 0 additional services for a total of 92 meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
12. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
13. The Owner will be responsible for the installation of non-residential service(s) to the point of service determined by the City of Leesburg, Florida.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.
15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost 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 judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
17. 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 electric distribution infrastructure in the Development, may discontinue installation and may terminate this Agreement.

18. 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 the state court of competent jurisdiction in Lake County, Florida.
19. The Parties understand and agree that this Agreement sets forth the entire understanding between the Parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written; all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each Party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other Party, except as specifically set forth within the four corners of this instrument; and the Parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other Party, except as specifically set forth with the four corners of this Agreement.
20. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. 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.
21. 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.
22. 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: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

OWNER: Stanley Martin Homes, LLC

BY: _____
Printed Name: John Ogden

Title: Vice President of Land Development

Exhibit A

PHASE 2 LEGAL DESCRIPTION:

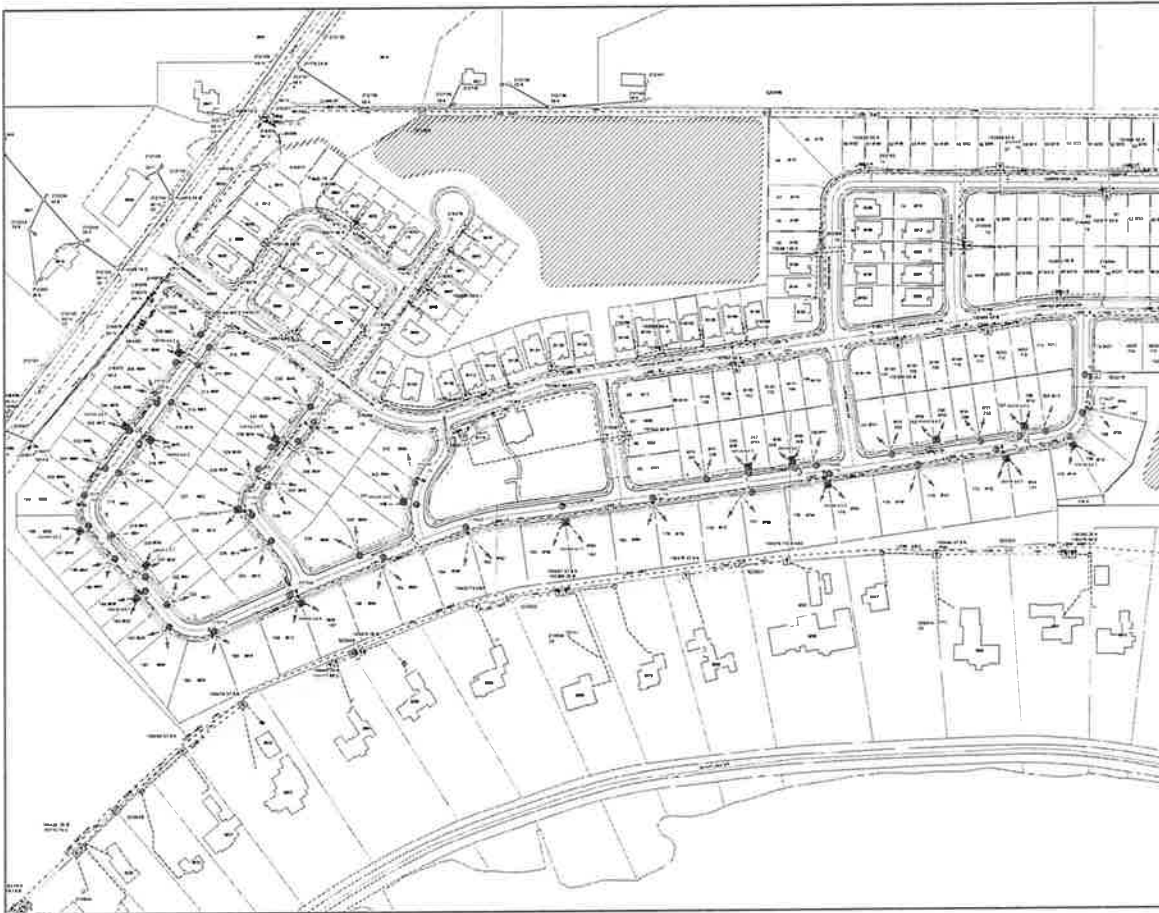
That part of the Southeast 1/4 of Section 10, Township 19 South, Range 25 East, Lake County, Florida; part of Lots 3 and 4, Block 20, SILVER LAKE ESTATES (revised and corrected Plat of re-subdivision of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public records of Lake County, Florida and part of FOREST AT SILVER LAKE, according to the Plat thereof, as recorded in Plat Book 62, Pages 34 through 38, of the Public Records of Lake County, Florida all lying in Sections 9 and 10, Township 19 South, Range 25 East, Lake County, Florida being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southwest 1/4, of Section 10, Township 19 S, Range 25 E also being the Northeast corner of Block 19, SILVER LAKE ESTATES (revised and corrected Plat of re-subdivision of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public records of Lake County, Florida and the North line of FOREST AT SILVER LAKE, as recorded in Plat Book 62, Pages 34 through 38, Public records of Lake County, Florida; thence run along said North line the following three (3) courses and distances; (1) North $89^{\circ}27'20''$ West, 433.06 feet; (2) thence South $36^{\circ}39'17''$ West, 40.00 feet; (3) thence North $89^{\circ}27'25''$ West, 53.99 feet to the Easterly Right of Way line of County Road No. 44, as described in Official Records Book 5868, Page 845, Public Records of Lake County, Florida; thence run along said Easterly Right of Way line the following three (3) courses and distances; (1) South $35^{\circ}24'58''$ West, 60.37 feet; (2) thence South $36^{\circ}41'35''$ West, 295.34 feet; (3) thence North $53^{\circ}19'56''$ West, 5.20 feet to a point on the Easterly Right of Way line of County Road No. 44, according to the Plat of FOREST AT SILVER LAKE, as recorded in Plat Book 62, Pages 34 through 38, Public Records of Lake County, Florida; thence South $36^{\circ}40'04''$ West along said Easterly Right of Way line, 80.00 feet to the Easterly Right of Way line of County Road No. 44, as described in Official Records Book 5868, Page 845, Public Records of Lake County, Florida; thence South $53^{\circ}19'56''$ East along said Easterly Right of Way line, 16.19 feet to the POINT OF BEGINNING; thence departing said Easterly Right of Way line run South $53^{\circ}19'56''$ East, 108.81 feet to the beginning of a tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of South $08^{\circ}19'56''$ East, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet; thence South $53^{\circ}19'56''$ East, 50.00 feet; thence North $36^{\circ}40'04''$ East, 1.82 feet to the beginning of a tangent curve concave Southerly having a radius of 25.00 feet, a chord bearing of North $76^{\circ}10'09''$ East, a chord length of 31.80 feet; thence run along the arc of said curve through a central angle of $79^{\circ}00'18''$, an arc length of 34.47 feet; thence South $64^{\circ}19'56''$ East, 97.71 feet; thence South $53^{\circ}19'56''$ East, 98.85 feet to the beginning of a tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of South $08^{\circ}19'56''$ East, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet; thence South $53^{\circ}19'56''$ East, 50.00 feet to the beginning of a non-tangent curve concave Southerly having a radius of 25.00 feet, a chord bearing of North $81^{\circ}40'04''$ East, a chord length of 35.36 feet; thence run

along the arc of said curve through a central angle of 90°00'00", an arc length of 39.27 feet; thence South 53°19'56" East, 30.21 feet to the beginning of a tangent curve concave Northerly having a radius of 245.00 feet, a chord bearing of South 71°28'26" East, a chord length of 152.57 feet; thence run along the arc of said curve through a central angle of 36°17'00", an arc length of 155.15 feet to the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of South 49°54'34" East, a chord length of 31.94 feet; thence run along the arc of said curve through a central angle of 79°24'44", an arc length of 34.65 feet; thence North 79°47'48" East, 50.00 feet to the beginning of a non-tangent curve concave Westerly having a radius of 75.00 feet, a chord bearing of South 13°13'17" West, a chord length of 59.63 feet; thence run along the arc of said curve through a central angle of 46°50'58", an arc length of 61.33 feet; thence South 36°38'46" West, 34.76 feet to the beginning of a non-tangent curve concave Easterly having a radius of 125.00 feet, a chord bearing of South 18°03'59" West, a chord length of 79.75 feet; thence run along the arc of said curve through a central angle of 37°12'11", an arc length of 81.16 feet to the beginning of a compound curve concave Northerly having a radius of 25.00 feet, a chord bearing of South 54°55'51" East, a chord length of 40.65 feet; thence run along the arc of said curve through a central angle of 108°47'29", an arc length of 47.47 feet to the beginning of a reverse curve concave Southerly having a radius of 750.00 feet, a chord bearing of North 76°37'10" East, a chord length of 155.38 feet; thence run along the arc of said curve through a central angle of 11°53'31", an arc length of 155.66 feet; thence North 82°33'55" East, 198.68 feet to the beginning of a tangent curve concave Westerly having a radius of 20.00 feet, a chord bearing of North 37°14'30" East, a chord length of 28.44 feet; thence run along the arc of said curve through a central angle of 90°38'50", an arc length of 31.64 feet; thence North 08°04'55" West, 3.93 feet; thence North 81°55'05" East, 50.00 feet to the beginning of a non-tangent curve concave Northerly having a radius of 25.00 feet, a chord bearing of South 52°45'30" East, a chord length of 35.16 feet; thence run along the arc of said curve through a central angle of 89°21'10", an arc length of 38.99 feet; thence North 82°33'55" East, 95.29 feet; thence North 08°04'55" West, 117.54 feet; thence North 81°55'05" East, 360.15 feet; thence North 08°04'55" West, 95.00 feet; thence North 81°55'05" East, 50.00 feet; thence South 08°04'55" East, 95.00 feet; thence North 81°55'05" East, 491.37 feet; thence South 00°34'06" West, 40.21 feet; thence South 89°12'53" East, 169.88 feet; thence South 00°47'07" West, 78.61 feet; thence South 18°34'39" West, 101.21 feet; thence South 44°25'16" West, 95.04 feet; thence South 00°02'39" West, 24.43 feet; thence North 89°57'21" West, 103.68 feet; thence South 00°02'39" West, 83.53 feet to the South line of Lot 3, Block 20, SILVER LAKE ESTATES (revised and corrected Plat of re-subdivision of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public records of Lake County, Florida; thence run along said South line of Lot 3 the following three (3) courses and distances; (1)thence North 88°26'57" West, 13.49 feet; (2)thence South 86°37'35" West, 274.64 feet; (3)thence South 86°26'36" West, 312.75 feet to the Southwest corner of said Lot 3 also being the Southeast corner of aforesaid FOREST AT SILVER LAKE; thence run along the Southerly line of said FOREST AT SILVER LAKE the following seven (7) courses and distances; (1)South 86°26'36" West, 69.27 feet; (2)thence South 82°33'55" West, 540.47 feet; (3)thence South 75°58'57" West, 57.40 feet; (4)thence South 75°23'05" West, 50.57 feet;

(5)thence South $68^{\circ}22'28''$ West, 511.00 feet; (6)thence South $53^{\circ}04'57''$ West, 213.83 feet; (7)thence South $49^{\circ}57'38''$ West, 5.10 feet to the Southwest corner of said FOREST AT SILVER LAKE; thence North $39^{\circ}25'22''$ West along the Westerly line of said FOREST AT SILVER LAKE, 711.45 feet to the Easterly Right of Way line of County Road No. 44, according to said FOREST AT SILVER LAKE; thence North $36^{\circ}40'04''$ East along said Easterly Right of Way line, 237.45 feet to the Easterly Right of Way line of County Road No. 44, as described in Official Records Book 5868, Page 845, Public Records of Lake County, Florida; thence run along said Easterly Right of Way line the following three (3) courses and distances; (1) North $40^{\circ}36'48''$ East, 185.75 feet; (2)thence North $38^{\circ}17'03''$ East, 120.82 feet; (3)thence North $36^{\circ}40'13''$ East, 110.78 feet to the POINT OF BEGINNING.

Containing 25.405 acres, more or less.



WF1625746

Printed on: 4/10/2025

Job Description:

Silver Lake Pointe Phase 2

Comments:

[WR Comments]

Customer:

[WR Customer]

Work Site:

Silver Lake Pointe Phase 2

Feeder, Substation, and Cross Street:

L300//airport/

— INSTALL
— REMOVE
— REPLACE
— TRANSFER

DOT PERMIT#: None

COUNTY PERMIT#: None

Soc Positive Response # 800-852-8057
Leesburg Operations # 352-728-9630

Soc #

Start Date: _____ Update By: _____

Soc #

Start Date: _____ Update By: _____

Engineer: Sieve

STANLEY MARTIN

HOMES

APPOINTMENT OF OFFICERS AND AUTHORIZED SIGNERS FOR STANLEY MARTIN HOMES, LLC As of January 1, 2025

1. Authority. Under the terms of the Amended and Restated Limited Liability Company Agreement of Stanley Martin Homes, LLC (the “Company”) dated February 1, 2021, as amended, the Managers of the Company have the authority to appoint officers of the Company and to grant signing authority to individuals within the Company.
2. Appointment of Officers and Authorized Signers.
 - a. The Managers appoint the individuals named in the table in Section 3 (the “Authorized Signers List”) to hold the office, title or signing authority indicated.
 - b. Each individual named in this list is an “Authorized Signer” or “Authorized Person”, with authority to act on behalf of the Company to the extent of the “Authority Level” shown (as further described in Section 4).
 - c. Those who have a title of Vice President and above, plus the Secretary, are to be considered officers of the Company.
 - d. Those who are named to positions within a particular Region or Division have authority within the designated Region and Division only (except as specifically noted) and should identify the applicable Region or Division when signing on behalf of the Company.
3. Authorized Signers List.

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
<u>Corporate</u>		
Martin K. Alloy	Founder	1
Steven B. Alloy	President and Chief Executive Officer	1
Randy L. Kotler	Chief Financial Officer and Treasurer	1
Joel S. Reed	Chief Legal Officer	1
Carla Pezzullo	Chief Operating Officer	1
Lewis Birnbaum	Executive Vice President (Maryland, Columbia, Greenville, Augusta, and Charleston Divisions)	2,3
Thomas A. Twomey	Regional President (Northern Virginia, Richmond-Charlottesville, Virginia Southeast, Charlotte, Raleigh, and Coastal Carolina Divisions)	2,3
Eric B. Marks	Regional President (Orlando, Tampa, and Atlanta Divisions)	2,3
Nick Jones	Chief Technology Officer	2
John M. Piedrahita	Senior Vice President of Marketing	2
Debra S. Fletcher	Senior Vice President of Team & Culture	2
Shari V. Paredes	Vice President and Controller	2

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
Tommy G. Jones	Vice President of Architecture and Planning	2
Andrew Y. Shin	Vice President of Finance	2
Michael J. Cleary	Vice President of Corporate Procurement	2
Doug W. Griffith	Vice President of Corporate Purchasing	2
Mark H. Swanson	Vice President of Technical Operations	2
Amanda Gray	Vice President of Marketing	2
Robert R. Anderson	Associate General Counsel	2
Steven F. Dunn	Associate General Counsel	2
Bradley J. Lefkowitz	Associate General Counsel	2
Alexander T. McClain	Associate General Counsel	2
Jordan T. Stallings	Associate General Counsel	2
Atsuo Suzuki	Secretary	2

Division

Atlanta Division (ATL)

Matt M. Walters	Division President	4
Keith B. Adams	Vice President of Land	5
Jay L. Mason	Vice President of Land Acquisition	5
Charles ("Lynn") Reich	Vice President of Production	5
Glen C. Huff	Vice President of Purchasing	5
Michael J. Pinto	Director of Sales	5
Yvonne B. Barineau	Sales Operations Manager	6

Augusta Division (AGS)

Lauren G. McCarthy	Division President	4
Dennis D. Underwood	Vice President of Production	5
Jonathan P. Hornick	Director of Land	
Luke T. Boatright	Director of Land Acquisition	5
Adam E. Gilbert	Director of Purchasing	5
Casey G. Williams	Director of Sales	5
Ellen D. Long	Sales Operations Manager	6

Charleston Division (CHS)

Josh W. Balamuta	Division President	4
Roger B. Hunt	Vice President of Land	5
Davia F. Webbert	Vice President of Purchasing	5
Anthony J. Rocco	Director of Land Acquisition	5
Kellie Wingfield	Director of Sales	5
Chase M. Holland	Manager of Field Operations	5
Theresa R. Brown	Sales Operations Manager	6

Charlotte Division (CLT)

Maria A. Bansal	Division President	4
Robert M. Bennett	Senior Vice President of Business Development and Land	5
Jeremy J. Tesimale	Director of Field Operations	5
Jessica Adrian	Director of Purchasing	5
Abby L. Cornelius	Director of Sales	5

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
Haley E. Winters	Sales Operations Manager	6
	<u>Coastal Carolina Division (CST)</u>	
W. Hampton Pitts	Division President	4
TJ Rydzewski	General Manager	5
Alex J. Capps	Director of Land Acquisition	5
Barbara B. Leland	Neighborhood Coordinator	6
	<u>Columbia Division (CAE)</u>	
Michael J. Cancilla	Division President	4
Butch E. Fettig	Vice President of Production	5
Charles D. Barber	Vice President of Purchasing	5
Sally R. Hoard	Vice President of Sales	5
Luke T. Boatright	Director of Land Acquisition	5
H. Shane Alford	Director of Land Development	5
Angela M. Bouknight	Sales Operations Manager	6
Jessica R. Russell	Sales Operations Coordinator	6
	<u>Greenville Division (GSP)</u>	
Andrew ("Andy") R. Nelson	Division President	4
David M. Giardina	Vice President of Production	5
Carol B. Hall	Vice President of Sales (effective 1/13/2025)	5
Samuel J. Tedde	Director of Land Acquisition	5
Paul F. Gray	Director of Land Development	5
Janine C. Morris	Sales Operations Manager	6
	<u>Maryland Division (MAR)</u>	
Joseph J. Trubiano	Division President	4
Kevin L. Flemming II	Vice President of Land Acquisition	5
Mike A. Pavlick	Vice President of Production	5
Matt A. Honacki	Vice President of Sales	5
Shawn Day	Senior Director of Land Development	5
Jimmy Gerogiannis	Director of Field Operations	5
Naomi Edwards	Sales Operations Manager	6
	<u>Northern Virginia Division (NVA)</u>	
Joshua T. Hutzler	Division President	4
J. Truett Young	Vice President of Land	5
Michael A. Taylor	Vice President of Production	5
Scott S. Scheide	Vice President of Purchasing	5
Jessica Martin	Vice President of Sales	5
Michael E. Ames	Vice President of Land Development	5
Ryan M. Glennon	Director of Land Development	5
Randi L. Castillo	Sales Operations Manager	6
	<u>Orlando Division (ORL)</u>	
Richard A. Browning	Division President	4
John F. Ogden	Vice President of Land Development	5
Jeffery L. Huebner	Vice President of Production	5
Jason Walzer	Vice President of Sales (effective 1/20/2025)	5

<u>NAME</u>	<u>OFFICE / TITLE</u>	<u>AUTHORITY LEVEL</u>
Jim S. Gorman	Director of Land Acquisition	5
Dong Lee	Director of Purchasing	5
Sarah D. Flesher	Sales Operations Manager	6
<u>Raleigh Division (RAL)</u>		
W. Hampton Pitts	Division President	4
Basil Lambropoulos	Vice President of Production	5
Stephanie L. Miller	Vice President of Sales	5
Michele Smith	Director of Field Operations	5
Alex J. Capps	Director of Land Acquisition	5
Brian K. Ketchem	Director of Land Development	5
Amy K. Anderson	Sales Operations Manager	6
<u>Richmond-Charlottesville Division (RIC-CVL)</u>		
Charles D. Jones	Division President	4
Jeremy W. Swink	Vice President of Land	5
Nicholas M. Choi	Vice President of Purchasing	5
Kathryn P. Willis	Vice President of Sales	5
Tim Blaha	Director of Field Operations	5
W. Doug Rush	Director of Field Operations	5
Ken B. Stubenhofer	Director of Land Development	5
Kari K. Kranski	Sales Operations Manager	6
<u>Tampa Division (TPA)</u>		
Rick W. Harcrow	Division President	4
Keith R. Grove	Director of Land Development	5
<u>Virginia Southeast Division (VSE)</u>		
Hunter Y. Taylor	Division President	4
Jeremy W. Swink	Vice President of Land	5
Steven N. Miller	Director of Land	5
<u>Custom Homes Division</u>		
Michael E. Schnitzer	President – Custom Homes Division	2

4. Scope of Authority. The Authorized Signers have the following authority based on the level for the person's title:

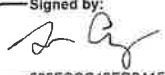
- Level 1 ("Executive Officers"): Each Authorized Signer in this level is considered an "Executive Officer" and has the authority and duty to oversee, manage and administer the operations of the Company that are normally associated with the office to which such individual has been appointed, as limited by the last sentence of this paragraph. Among other things, each is authorized to execute, on the Company's behalf, and deliver documents, contracts, agreements, instruments, applications, submissions, and information related to the operation of the management and operation of the Company, wherever located. This includes the authority to sign anything that may be signed by any "Authorized Signer" in Level 2, Level 3, Level 4, Level 5, and Level 6. This also includes Loan Document Authority and Banking Authority, as described in Section 5. The authority of the Executive Officers is subject to the limitations that are placed upon the Executive Officers of Stanley Martin Holdings, LLC ("Parent Company"), the sole member of the Company, by the Board of Directors of the Parent Company.

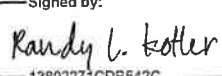
- Level 2 (“Corporate Officers”): Each Authorized Signer in this level is authorized to execute, on the Company’s behalf, and deliver documents, contracts, agreements, instruments, applications, submissions, and information related to the operation of the Company, wherever located, that are part of the person’s area of responsibility for the Company. This authority is subject to any limitations placed upon it by the Executive Officers.
- Level 3 (“Regional Officers”): Each Regional Officer is authorized to execute, on the Company’s behalf, and deliver documents, contracts, agreements, instruments, applications, submissions, and information related to the management and operation of the Divisions of the Company to which the Regional Officer is assigned. This includes the authority to sign anything that may be signed by any “Authorized Signer” in Level 4, Level 5, and Level 6. This authority is subject to any additional limitations placed upon it by an Executive Officer.
- Level 4 (“Division Presidents”): Each Division President is authorized to execute, on the Company’s behalf, and deliver documents, contracts, agreements, instruments, applications, submissions, and information related to the management and operation of the Division of the Company to which the Division President is assigned. This includes the authority to sign anything that may be signed by any “Authorized Signer” in Level 5 and Level 6. In addition, the Division President may sign leases, confidentiality agreements, documents related to employment matters, and other contracts and agreements of various kinds related to the Division to which the Division President is assigned. This authority of Division Presidents is subject to any additional limitations placed upon it by the Executive Vice President who oversees that Division or by an Executive Officer.
- Level 5 (“Division Senior Managers”): Each Division Senior Manager is authorized to execute, on the Company’s behalf, and deliver documents, contracts, agreements, instruments, applications, submissions, and information related to the operation of the Division of the Company to which the Division Senior Manager is assigned that are part of the person’s area of responsibility for the Division. For example:
 - A Division Senior Manager over sales (e.g., a Director of Sales) and a General Manager for a Division have authority to sign home sales contract documentation and home closing documentation.
 - A Division Senior Manager over land acquisition or land development (e.g., a Vice President of Land) and a General Manager for a Division have authority to sign land or lot acquisition contracts, land or lot sale contracts, amendments, other agreements related to the purchase and sale of land, closing documents, bonds or other guaranties related to development of land, development agreements and other commitments, construction agreements regarding the development of land, professional services agreements, easements, rights-of-way, plats, zoning applications and zoning commitments (including proffer statements), land disturbance applications and permits, homeowner association and condominium association documents, and all other documentation to be submitted to governmental authorities in connection with the development of land (even if such documents have a term or life that exceeds one year).
 - A Division Senior Manager over home construction (production) (e.g., a Vice President of Sales or a Director of Field Operations) and a General Manager for a Division have authority to sign building permit applications, agreements with contractors, professional services agreements, bonds related to the construction of homes, and other such documents.

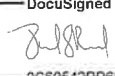
This authority described above is subject to any limitations placed upon it by the Division President or by the individual’s direct manager.

- Level 6 ("Home Closing Personnel"): Each Authorized Signer in this level is authorized to execute and deliver on the Company's behalf all documents and instruments necessary to close on the sale of homes from the Company to homebuyers, including deeds, affidavits and closing statements, so long as the documents being signed are consistent with the sales contract signed by the Division President or the Division Senior Manager for sales. This authority is subject to any limitations placed upon it by the Division President.
5. Limitations on Authority. The general rules regarding "Scope of Authority" above are subject to the more specific designation of authority or limitation of authority set forth below:
- Loan Document Authority: Only Executive Officers have authority to sign promissory notes, deeds of trust, guarantees and other loan or financing documents, including loan draw requests.
 - Banking Authority: Only Executive Officers have authority to sign checks, although the Chief Financial Officer may appoint other individuals who can sign checks in his absence.
 - Invoice Approval Authority: All Authorized Signers are subject to further limitations on authority relating to the approval and payment of invoices and other amounts as may be established by the Company's accounting department, under the leadership of the Chief Financial Officer.
6. Delegation of Authority. An Executive Officer, Executive Vice President or Division President may delegate any authority granted to such individuals by this document to another manager within the Company, but any such delegation must be in writing and must be for a limited scope and duration.
7. Use of Titles. When signing documents on behalf of the Company, an individual may use the office or title indicated above or may sign as an "Authorized Person" or "Authorized Signer".
8. Ratification. The actions and transactions of the officers and authorized signers for the Company (including the signing of any documents on behalf of the Company) and their conduct of Company affairs prior to the date of this document are hereby ratified, confirmed and approved.
9. Revocation of Authority. The authority of any individual who was named or identified in a version of an "Appointment of Officers" for the Company that is dated earlier than this document, but whose name is not on the list set forth above, is revoked effective as of the date set forth above. If an individual named above leaves the employment of the Company, all signing authority and officer appointments for that individual terminate immediately.

The Managers of the Company have executed this Appointment of Officers and Authorized Signers effective as of the date indicated above.

Signed by: 
533F66649ED9415...
Steven B. Alloy, Manager

Signed by: 
13802274CDB542C...
Randy L. Kotler, Manager

DocuSigned by: 
9C66542B86874CA...
Joel S. Reed, Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: May 27, 2025

From: Mike Andrews, IT Director

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a grant from the Florida Digital Service, Department of Management Services for the Local Government Cybersecurity Grant Program, authorizing the City Manager or his designee to perform the duties of the Executive Sponsor of said grant, and providing an effective date.

Staff Recommendation:

Staff recommends approval.

Analysis:

The Local Government Cybersecurity Grant Program is a \$40 million competitive grant. This program equips local governments with software, services and solutions designed to enhance cybersecurity, which protects both critical infrastructure and Floridians' data. The City was awarded services from this grant. These services are provided at no cost to the entity for a one-year term.

Procurement Analysis:

Options:

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

Fiscal Impact:

No budget adjustment is required for these services. The Information Technology department will get with provider to receive services.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DIGITAL SERVICE, DEPARTMENT OF MANAGEMENT SERVICES FOR THE LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PERFORM THE DUTIES OF THE EXECUTIVE SPONSOR OF SAID GRANT, AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Manager or designee are hereby authorized to execute a grant agreement with the Florida Digital Service, Department of Management Services, whose address is 2555 Shumard Oaks Blvd, Tallahassee, FL 32399, for nonrecurring assistance for the development and enhancement of cybersecurity risk management programs.

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 27th day of May 2025.

Mayor

ATTEST:

City Clerk



Florida Digital Service

Department of
**MANAGEMENT
SERVICES**

We serve those who serve Florida



Ron DeSantis, Florida Governor

Pedro Allende, Secretary

Warren Sponholtz, Florida State Chief Information Officer

GRANT AGREEMENT

FOR

LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM

CONTRACT NO: DMS-24/25-373

CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CITY OF LEESBURG

GRANT AGREEMENT

This Grant Agreement is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and City of Leesburg (Grantee). The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Section 200, Fiscal Year 2024-2025 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with the GAA, the Parties agree that the funds will be utilized as described in Attachment A– Solution Statement of Work. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the Agreement. No renewals or extensions of this Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. "Agreement" means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. Attachment A – Solution Statement of Work
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C – Grantee Data Sharing Agreement(s) ("DSA"), if applicable

- e. Final Implementation Plan, if applicable(s)
- 2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
- 3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.
- 4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
- 5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the provisions of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

- 1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the Business Day immediately following the next Business Day on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt. For purposes of this Agreement, "Business Day" means any day of the week, excluding weekends and holidays, observed by State agencies pursuant to section 110.117(1)(a)-(j), Florida Statutes (F.S.).
- 2. Primary Contacts.
 - a. **Department's Grant Manager** (see section 215.971, F.S.).

Lacy Perkins, Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399

Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov

2. Grantee's Grant Manager

Mike Andrews, Network Manager
City of Leesburg
PO BOX 490630
Leesburg, FL 34749
Telephone: +1 (352) 728-9717
Email: mike.andrews@leesburgflorida.gov

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notices must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section P, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise

provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

4. If awarded services, licenses, or commodities described in Attachment A – Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s), if applicable. Additional requirements may be incorporated in the Final Implementation Plan(s).
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. Cybersecurity insurance limits and deductibles;
 - b. Information relating to critical infrastructure;
 - c. Incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. Network schematics;
 - e. Hardware and software configurations; and
 - f. Encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a

requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) Business Days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any Proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal Proceeding has been initiated, shall be reported to the Department's Grant Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform this Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. The Grantee will be able to perform this Agreement in accordance with its terms and conditions; and
 - b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
 - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
 - b. Maintain adequate progress, thus endangering performance of this Agreement;
 - c. Honor any term of this Agreement; or

- d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

P. Dispute Resolution:

Disputes concerning performance under this Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

Q. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which

shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

3. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this Section Q., liability of either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

R. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q. of this Agreement.
2. Pursuant to Section 200 of the 2024-2025 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

S. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE**

GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate this Agreement in whole or in part.

T. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Leesburg:

Department of Management Services:

By: _____

By: _____

Name: Al Minner

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A SOLUTION STATEMENT OF WORK

1. Scope of Work.

Pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project").

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Capability Type	Platform
Endpoint Detection and Response	
Security Operations Platform	

Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s):

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 30 calendar days of award.

2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution , the Grantee must approve the Final Implementation Plan within 15 calendar days of PO issuance.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation, service, training, or support status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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ATTACHMENT B**AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE**

Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:

Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

Paper copies:
Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A: Local Government Cybersecurity Grant
State Awarding Agency: Florida Department of Management Services
Catalog of State Financial Assistance Title and Number: 72.016
Amount: \$ _____
2. State Project B:
N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-24/25-373 between the Grantee and the Department, entered in State Fiscal Year 2024-25.

ATTACHMENT C GRANTEE DATA SHARING AGREEMENT

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. **Access** – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. **Authorized Purpose** – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. **Authorized Third Party** – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. **Authorized User** – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. **County and Municipality Cybersecurity Technical Assistance Program ("the Program")** – refers to the grant program established by the 2024-2025 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. **Covered Data** – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. **Data Breach** – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. **DSA Coordinators** – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. **HIPAA - Health Insurance Portability and Accountability Act of 1996.**
- J. **Information Technology (IT) Coordinators** – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. **Information Technology Resources** – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

- L. **Software Entitlement** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A – Solution Statement of Work.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
 - 1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 3. Providing the Grantee with the option to utilize Software Entitlements; and
 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.
- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.
 3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall

cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA. This Article V. Unauthorized Disclosure/Data Breach is subject to Sections Q. and R. of the Agreement.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E, below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.
- B. **CJIS.** The terms and conditions of this Article VI.B. apply when Covered Data involved in a Project includes criminal justice information.
 - 1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 - 2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 - 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 - 4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

- C. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.
1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
 2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
 3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
 4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
 5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- D. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").
1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA.
 2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.
- E. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.
1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
 2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

- A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Telephone: 850-413-0604
Email: Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Mike Andrews, Network Manager
City of Leesburg
PO BOX 490630
Leesburg, FL 34749
Telephone: +1 (352) 728-9717
Email: mike.andrews@leesburgflorida.gov

Grantee's IT Coordinator:

Tino Anthony
City of Leesburg
PO BOX 490630
Leesburg, FL 34749
Telephone:
Email:

- B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Article VII.C. for a material breach.

IX. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the "Local Government Cybersecurity Act," directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include "[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government." per section 282.3185, F.S.

Under Section 200 of the 2024-2025 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency's existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] Access to assist Grantee with responding to incidents.

III. Incident Response

- A. **Incident Response Support.** As specified in section 282.3185(5), F.S., if applicable, upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and preserve all

relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

- B. Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. **Protected Grantee Data** – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. **Customer Account** – The Licensed Software Solution account directly utilized by Grantee.
- C. **Local Government Cybersecurity Grant Program (“the Program”)** –The Program established by the 2024-2025 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. **Licensed Software Solutions** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. **Managing Organization** – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. **Protected Grantee Data** – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. **Solution Console** – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. **Solution Data** – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. **Telemetry Data** –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. **View** – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.
- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

C. Grantee's Role and Responsibilities: Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
- b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
- c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
- d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
- e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.
- f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

D. Indemnification: For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

E. Conflict: In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: May 27, 2025

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Carver Heights CRA, Hwy 441/27 CRA, Debt Service, Capital Projects, Electric, Gas, Water, Wastewater, Gas Tax, Police Forfeiture and Fleet Services Funds for the Second Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2024-25 Budget.

Analysis:

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

General Fund	Amount	Funding Source
LHS Lighting Improvements (Streets)	\$ 55,542	Transfer from Gas Tax
Lights at Sleepy Hollow (Streets)	18,831	Transfer from Gas Tax
Transfer to Electric- Itron Payment	840,584	Fund Balance
IT Debt Budget moved to Debt Service Fund	<u>(129,996)</u>	Transfer from Disc Sales Tax
Total General Fund	\$ 784,961	

Carver Heights CRA Fund	Amount	Funding Source
Susan Street Project (transfer to Cap. Proj.)	<u>\$ 250,000</u>	Fund Balance
Total Carver Heights CRA Fund	\$ 250,000	

Hwy 441/27 CRA Fund	Amount	Funding Source
Susan Street Project (transfer to Cap. Proj.)	<u>\$ 4,079,000</u>	Fund Balance
Total Hwy 441/27 CRA Fund	\$ 4,079,000	

Debt Service Fund	Amount	Funding Source
IT Debt Service (from Gen. Fund)	<u>\$ 129,996</u>	Transfer from Disc. Sales Tax
Total Debt Service Fund	\$ 129,996	

Capital Projects Fund	Amount	Funding Source
Susan Street Project	<u>\$ 4,329,000</u>	Transfer from Carver Heights CRA,

Total Capital Projects Fund		\$ 4,329,000	Hwy 441/27 CRA
Electric Fund	Amount	Funding Source	
Itron- AMI Agreement	\$ 840,584	Transfer from General Fund	
LHS Lighting Improvements	55,542	Transfer from General Fund (Gas Tax)	
Lights at Sleepy Hollow	18,831	Transfer from General Fund (Gas Tax)	
Integra Isle Project	241,561	Developer Contributed & Fund Balance	
Fruitland Park Fountain St & Police Bldg	344,988	Developer Contributed & Fund Balance	
Purchase Meter Test Board	<u>29,720</u>	Fund Balance	
Total Electric Fund	\$1,531,226		
Gas Fund	Amount	Funding Source	
Relocation Project	<u>\$1,000,000</u>	Fund Balance	
Total Gas Fund	\$1,000,000		
Water Fund	Amount	Funding Source	
Meter Reading	<u>\$ 99,092</u>	Fund Balance	
Total Water Fund	\$ 99,092		
Wastewater Fund	Amount	Funding Source	
St. Johns River Mgmt. Grant	\$ 154,388	Fund Balance	
Venetian Isle Project	46,283	Fund Balance (Impact Fees)	
Meter Reading	<u>99,092</u>	Fund Balance	
Total Wastewater Fund	\$ 299,763		
Gas Tax Fund	Amount	Funding Source	
LHS Lighting Improvements			
(Transfer to Gen. Fund)	\$ 55,542	Fund Balance	
Lights at Sleepy Hollow			
(Transfer to Gen. Fund)	<u>18,831</u>	Fund Balance	
Total Gas Tax Fund	\$ 74,373		
Police Forfeiture Fund	Amount	Funding Source	
Purchase Drone	\$ <u>28,863</u>	Fund Balance	
Total Police Forfeiture Fund	\$ 28,863		
Fleet Services Fund	Amount	Funding Source	
Replace Police Vehicle which was totaled	\$ <u>26,800</u>	Recovery from Losses & Fund Balance	
Total Fleet Services Fund	\$ 26,800		

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2024-25 budget for the General, Carver Heights CRA, Hwy 441/27 CRA, Debt Service, Capital Projects, Electric, Gas, Water, Wastewater, Gas Tax, Police Forfeiture and Fleet Services Funds for the Second Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
See attached

	FY 2025		FY 2025
<u>FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
General	38,428,485	784,961	39,213,446
Stormwater	3,510,823	-	3,510,823
Housing Assistance	162,750	-	162,750
Greater Leesburg CRA	1,112,826	-	1,112,826
Carver Heights CRA	1,229,257	250,000	1,479,257
Hwy 441/27 CRA	3,182,062	4,079,000	7,261,062
Debt Service	1,728,299	129,996	1,858,295
Capital Projects	11,732,427	4,329,000	16,061,427
Electric	75,885,220	1,531,226	77,416,446
Gas	15,225,173	1,000,000	16,225,173
Water	18,736,558	99,092	18,835,650
Wastewater	39,444,813	299,763	39,744,576
Solid Waste	5,595,202	-	5,595,202
Airport	12,685,140	-	12,685,140
Police Pension	2,908,643	-	2,908,643
Fire Pension	2,076,988	-	2,076,988
General Employees Pension	3,350,000	-	3,350,000
Health Insurance	7,668,154	-	7,668,154
Workers' Compensation	1,375,902	-	1,375,902
Discretionary Sales Tax	4,084,186	-	4,084,186
Gas Tax	1,087,500	74,373	1,161,873
Building Permits	1,736,090	-	1,736,090
Police Forfeiture	68,116	28,863	96,979
Police Education Receipts	-	-	-
Police Impact Fees	1,284,500	-	1,284,500
Fire Impact Fees	-	-	-
Recreation Impact Fees	500,000	-	500,000
Fleet Services	6,052,659	26,800	6,079,459
Total	260,851,773	12,633,074	273,484,847

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2024-25 BUDGET FOR THE GENERAL, CARVER HEIGHTS
CRA, HWY 441/27 CRA, DEBT SERVICE, CAPITAL PROJECTS, ELECTRIC, GAS, WATER,
WASTEWATER, GAS TAX, POLICE FORFEITURE AND FLEET SERVICES FUNDS FOR THE
SECOND QUARTER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2024-25 on September 23, 2024, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2024-25 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2024-25 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2024-25 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2024-25 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	840,584
Transfer from Other Funds	(55,623)

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	784,961
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PROPOSED APPROPRIATIONS

General Government	(129,996)
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Transportation	74,373
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Non-Expenditures:

Transfer to Other Funds	840,584
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TOTAL PROPOSED APPROPRIATIONS	784,961
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CARVER HEIGHTS CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	250,000
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	250,000
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PROPOSED APPROPRIATIONS

Non-Expenditures:

Transfer to Other Funds	250,000
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TOTAL PROPOSED APPROPRIATIONS	250,000
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HWY 441/27 CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated	4,079,000
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,079,000
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PROPOSED APPROPRIATIONS

Non-Expenditures:

Transfer to Other Funds	4,079,000
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TOTAL PROPOSED APPROPRIATIONS	4,079,000
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DEBT SERVICE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Transfer from Other Funds	129,996
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	129,996
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PROPOSED APPROPRIATIONS

Non-Expenditures:

Debt Service	129,996
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TOTAL PROPOSED APPROPRIATIONS	129,996
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CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Transfer from Other Funds	4,329,000
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,329,000
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PROPOSED APPROPRIATIONS

Culture/Recreation	4,329,000
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TOTAL PROPOSED APPROPRIATIONS	4,329,000
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ELECTRIC FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Sources	292,819
Other Financing Sources:	
Fund Balance Appropriated	323,450
Transfer from Other Funds	914,957
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,531,226

PROPOSED APPROPRIATIONS

Physical Environment	1,531,226
TOTAL PROPOSED APPROPRIATIONS	1,531,226

GAS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	1,000,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,000,000

PROPOSED APPROPRIATIONS

Physical Environment	1,000,000
TOTAL PROPOSED APPROPRIATIONS	1,000,000

WATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	99,092
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	99,092

PROPOSED APPROPRIATIONS

Physical Environment	99,092
TOTAL PROPOSED APPROPRIATIONS	99,092

WASTEWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	299,763
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	299,763

PROPOSED APPROPRIATIONS

Physical Environment	299,763
TOTAL PROPOSED APPROPRIATIONS	299,763

GAS TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	74,373
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	74,373

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfer to Other Funds	74,373
TOTAL PROPOSED APPROPRIATIONS	74,373

POLICE FORFEITURE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	28,863
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	28,863

PROPOSED APPROPRIATIONS

Public Safety	28,863
TOTAL PROPOSED APPROPRIATIONS	28,863

FLEET SERVICES FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Miscellaneous Revenue	17,646
Other Financing Sources:	
Fund Balance Appropriated	9,154
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	26,800

PROPOSED APPROPRIATIONS

General Government	26,800
TOTAL PROPOSED APPROPRIATIONS	26,800

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Miscellaneous Revenue	17,646
Other Sources	292,819
Total Estimated Revenues	310,465

Other Financing Sources:

Transfer from Other Funds	5,318,330
Fund Balance Appropriated	7,004,279

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	12,633,074
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PROPOSED APPROPRIATIONS

General Government	(103,196)
Public Safety	28,863
Physical Environment	2,930,081
Transportation	74,373
Culture/Recreation	4,329,000

Non Expenditures:

Debt Service	129,996
Transfer to Other Funds	5,243,957

TOTAL PROPOSED APPROPRIATIONS	12,633,074
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SECTION II.

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

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 27th day of May 2025.

Mayor

ATTEST:

City Clerk

2nd Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
General Fund			
Streets	Leesburg High School Lighting Improvements	55,542	Electric will install- use available Gas Tax funds
Streets	Lights at Sleepy Hollow	18,831	Electric will install- use available Gas Tax funds
Misc.	Transfer to Electric- Itron AMI payment	840,584	City Commission approved 2/10/25
IT	IT Capital Budget included IT Infrastructure Debt Payment	(129,996)	Remove budget from General Fund, move to Deb Service Fund
	Total General Fund	784,961	
Carver Heights CRA			
	Susan Street Project (transfer to Capital Projects Fund)	250,000	City Commission approved 12/16/24
	Total Carver Heights CRA Fund	250,000	
Hwy 441/27 CRA			
	Susan Street Project (transfer to Capital Projects Fund)	4,079,000	City Commission approved 12/16/24
	Total Hwy 441/27 CRA Fund	4,079,000	
Debt Service			
	IT Infrastructure Debt Payment (moved from General Fund)	129,996	Funded with Disc. Sales Tax, moved to correct fund
	Total Debt Service Fund	129,996	
Capital Projects Fund			
	Susan Street Project (transfer from Carver CRA & Hwy 441/27 CRA)	4,329,000	City Commission approved 12/16/24
	Total Capital Projects Fund	4,329,000	
Electric Fund			
	Itron AMI agreement (transfer from General Fund)	840,584	City Commission approved agreement 10/28/24, transfer from G.F. 2/10/25
	Leesburg High School Lighting Improvements	55,542	General Fund will reimburse Electric using available Gas Tax funds
	Lights at Sleepy Hollow	18,831	General Fund will reimburse Electric using available Gas Tax funds
	Integra Isle Project	241,561	Add project to Budget, Developer Cont. \$28K, Electric \$213K
	Fruitland Park- Fountain St. & Police Bldg	344,988	Add project to Budget, Developer Cont. \$265K, Electric \$80K
	Purchase Meter Test Board	29,720	Equipment was not included in budget, using Cash Reserves
	Total Electric Fund	1,531,226	
Gas Fund			
	Relocation Project	1,000,000	Project was discussed during budget but not added, City Commission approved Engineering at 4/14/25 meeting, using Cash Reserves
	Total Gas Fund	1,000,000	
Water Fund			
	Meter Reading	99,092	City Commission approved 3/24/25
	Total Water Fund	99,092	

Wastewater Fund

St. Johns River Mgmt Grant	154,388	City Commission approved 9/25/23, City received funds
Venetian Isle Project	46,283	Increase budget for project costs
Meter Reading	99,092	City Commission approved 3/24/25
Total Wastewater Fund	299,763	

Gas Tax Fund

Leesburg High School Lighting Improvements (Transfer to G.F.)	55,542	Electric will make lighting improvements, charge G.F. PW Streets
Lights at Sleepy Hollow (Transfer to G.F.)	18,831	Electric will make lighting improvements, charge G.F. PW Streets
Total Gas Tax Fund	74,373	

Police Forfeiture Fund

Purchase Drone	28,863	Use available funds, City Commission approved 1/28/25
Total Police Forfeiture Fund	28,863	

Fleet Services Fund

Replace Police Vehicle which was totaled	26,800	Vehicle #8231 was totaled, City Received Insurance payment
Total Fleet Services Fund	26,800	

Total 2nd Qtr Budget Adjustments 12,633,074

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: May 27, 2025

From: Corey Goepfert, (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 Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Phase II; 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 Whispering Hills, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Bellaviva at Whispering Hills, LLC., for the development known as Whispering Hill – Phase II, located east of U.S. Highway 27 and north of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement, owner will utilize natural gas in at least 80% of 107 units. A budget adjustment will be made in the amount \$267,606.95.

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:

The developer will place construction funds totaling \$267,606.95 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add the funds to the current budget.
Account No. 042-0000-223-3100

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
BELLAVIVA AT WHISPERING HILLS, LLC, REGARDING NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS WHISPERING HILLS-
PHASE 1I; 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 Bellaviva at Whispering Hills, LLC, regarding providing natural gas service to the development known as Whispering Hills-Phase 1I.

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 27th day of May 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 Bellaviva at Whispering Hills, LLC 4407 Vineland Rd. Suite 101, Orlando, Florida 32811 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 30-20-25-0001-000-01100, 29-20-25-0002-000-00500, 29-20-25-0003-000-03000

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Whispering Hills Phase 1I” (the “Development”); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (107) 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 and Sixty Seven Thousand Six Hundred and Six dollars and Ninety Five cents (\$267,606.95). 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

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

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

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

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

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

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

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

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

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

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

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

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

CITY OF LEESBURG

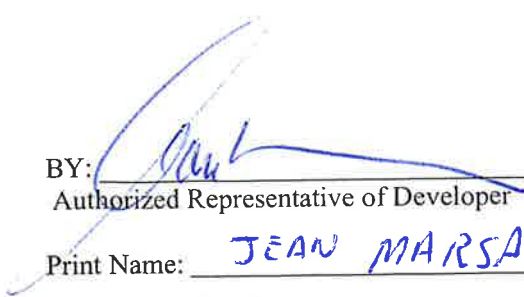
BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: JEAN MARSAN
Title: MANAGER

Schedule "A"

LEGAL DESCRIPTION:

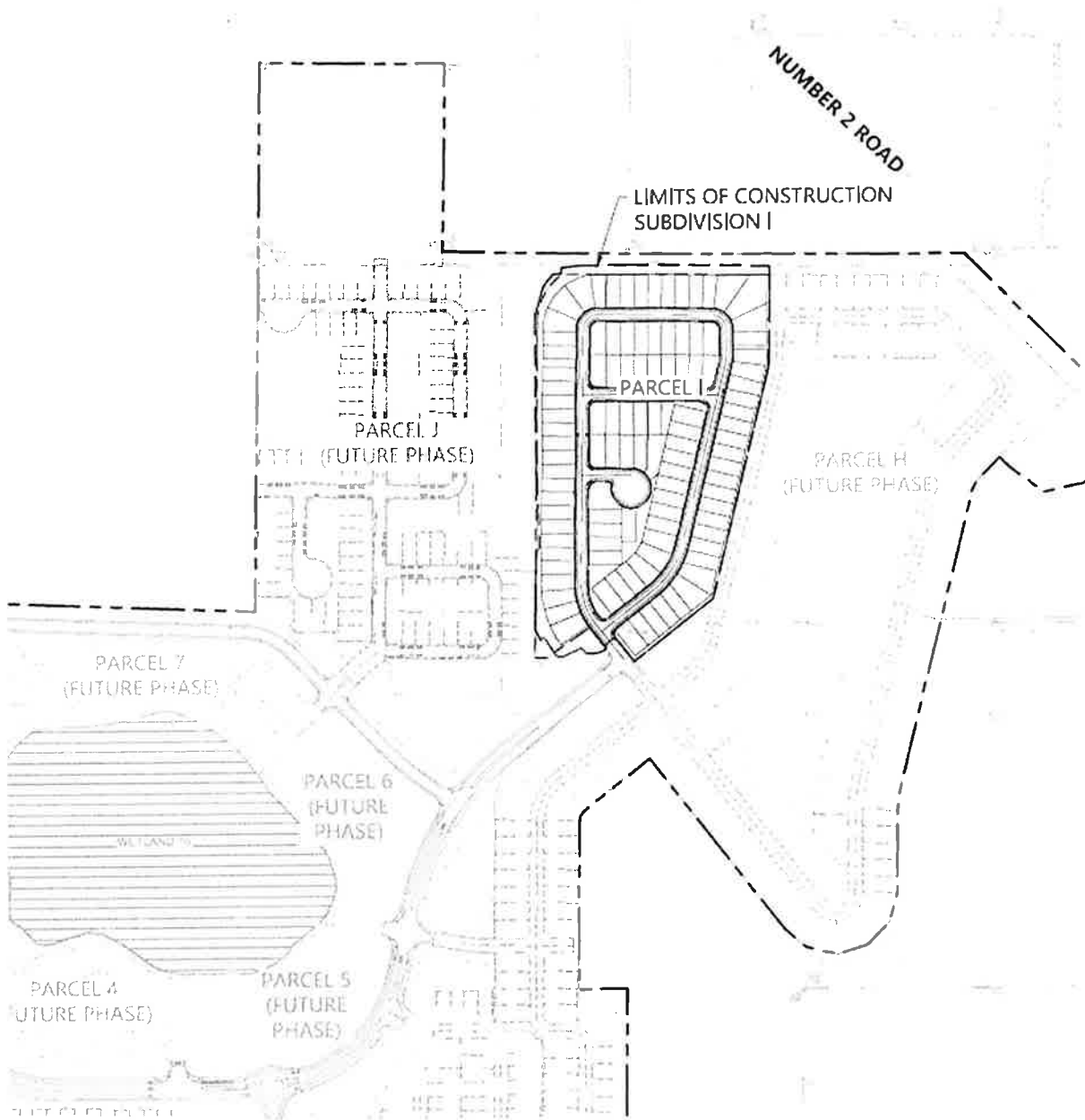
PARCEL I

A parcel of land being a portion of Sections 29 and 30, Township 20 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 20 South, Range 25 East, Lake County, Florida; thence S00°57'06"W, along the West line of said Section 29, a distance of 74.81 feet to the Point of Beginning; thence departing said West line, run N89°12'09"W, a distance of 167.53 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 210.00 feet and a Central Angle of 72°42'43"; thence run Southwesterly along the arc of said curve, a distance of 266.50 feet (Chord Bearing = S37°09'12"W, Chord = 248.98 feet); thence S00°47'51"W, a distance of 911.96 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 405.00 feet and a Central Angle of 36°46'17"; thence run Southerly along the Arc of said curve, a distance of 259.92 feet (Chord Bearing = S17°35'18"E, Chord = 255.48 feet); thence N55°13'36"E, a distance of 129.94 feet; thence S38°04'23"E, a distance of 84.38 feet; thence N51°55'37"E, a distance of 50.00 feet; thence S38°04'23"E, a distance of 113.00 feet; thence N51°55'39"E, a distance of 365.50 feet; thence N13°53'15"E, a distance of 831.99 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 305.00 feet and a Central Angle of 13°05'24"; thence run Northerly along the Arc of said curve, a distance of 69.68 feet (Chord Bearing = N07°20'33"E, Chord = 69.53 feet); thence N00°47'51"E, a distance of 292.80 feet; thence N89°12'09"W, a distance of 514.88 feet to the Point of Beginning.

Containing 965,255 square feet or 22.16 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: May 27, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida vacating and abandoning a portion of the unimproved right-of-way of Madison Street located in Leesburg, Lake County, Florida, south of U.S. Highway 441 and between Lot 4, Block 46, and Lot 1, Block 47, According to the Revised and Recorrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69 of the Public Records of Lake County, Florida; Reserving a utility easement; providing for conditions; providing for severability; and providing for an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Ordinance vacating and abandoning the undeveloped portion of Madison Street described in the Ordinance with the condition that a utility easement is reserved and/or granted to the City.

Analysis:

The affected portion of Madison Street is located on several parcels and obstructs reasonable surface use of those parcels. These parcels are owned by two different owners who already have access to their parcels and support vacation of this portion of Madison Street. The City has no plans to use the subject right-of-way except for utilities, and a utility easement is being retained and granted to the City by the affected property owners.

Procurement Analysis:

N/A

Options:

1. Adopt the Ordinance vacating and abandoning the right-of-way and accepting a utility easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA VACATING AND ABANDONING A PORTION OF THE UNIMPROVED RIGHT-OF-WAY OF MADISON STREET LOCATED IN LEESBURG, LAKE COUNTY, FLORIDA, SOUTH OF U.S. HIGHWAY 441 AND BETWEEN LOT 4, BLOCK 46, AND LOT 1, BLOCK 47, ACCORDING TO THE REVISED AND RECORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RESERVING A UTILITY EASEMENT; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, the City of Leesburg, Florida (the “City”) possesses home rule powers, including the power to vacate and abandon municipal streets or portions thereof;

WHEREAS, Madison Street was dedicated to the public pursuant to the Revised and Corrected Plat of Re-subdivision of Subdivision of Silver Lake Estates recorded on July 3, 1934, in Plat Book 10, Page 66, Public Records of Lake County, Florida;

WHEREAS, Madison Street is an unimproved “paper” street which is not in use by the public;

WHEREAS, the parcels of record which adjoin the subject portion of Madison Street are owned by two separate entities according to the records of the Lake County Property Appraiser and neither of those entities nor the public will be injured by the vacation or closure of the subject portion of Madison Street;

WHEREAS, there is no public need with respect to the subject portion of Madison Street except for the retention of a utility easement in favor of the City; and

WHEREAS, in light of the foregoing, the City Commission of the City of Leesburg, Florida, finds that the subject portion of Madison Street is no longer required for public use and convenience and further finds it to be in the public interest to vacate and abandon any interest of the City of Leesburg and the public in and to such property except for the retention or establishment of a utility easement in favor of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are adopted and incorporated herein by reference.

Section 2. The portion of the unimproved right-of-way of Madison Street, located south of the southern boundary of U.S. Highway 441 and between Lot 4, Block 46 and Lot 1, Block 47, according to the Revised and Recorrected Plat of Re-subdivision of Subdivision of Silver Lake Estates, as recorded in Plat Book 10, Pages 66 through 69, Public Records of Lake County, Florida, described more particularly on the legal description and sketch attached hereto as Exhibit “A” (the “Right-of-Way”), is hereby vacated, abandoned, discontinued, and closed. The City hereby renounces and relinquishes any right of the City of Leesburg and the public in and to the Right-of-Way, except for the retention or establishment of a utility easement in favor of the City of Leesburg.

Section 3. The City of Leesburg’s vacation and abandonment of the Right-of-Way is conditioned on the City of Leesburg’s retention of a utility easement within the boundaries of the Right-of-Way and the underlying property owner’s execution and recording of a utility easement in the form attached hereto as Exhibit “B”.

Section 4. If any term, section, or provision of this ordinance is found to be invalid or otherwise unenforceable by a court of competent jurisdiction, then such provision or portion thereof shall be severable and the remaining provisions shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final adoption by the City Commission of the City of Leesburg, Florida.

PASSED AND ADOPTED this ____ day of _____, 2025 by the City Commission of the City of Leesburg, Florida.

Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form:

William Grant Watson, City Attorney

EXHIBIT "A"
(legal description and sketch of vacated right-of-way)

SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, BLOCK 46 AND PORTION OF LOT 1, BLOCK 47, REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 47 ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 46; THENCE NORTH 89°25'42" WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 4, BLOCK 46, A DISTANCE OF 15.00 FEET; THENCE LEAVING SAID SOUTH BOUNDARY LINE, NORTH 00°45'04" WEST ALONG A LINE 15.00 FEET WEST AND PARALLEL TO SAID EAST BOUNDARY LINE OF SAID LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK 47, A DISTANCE OF 381.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 11010-2568; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 71°13'07" EAST, 15.92 FEET; 2) SOUTH 71°08'22" EAST, 15.92 FEET TO A POINT LYING 15.00 FEET EAST AND PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK 47; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°45'04" EAST, A DISTANCE OF 370.67 FEET TO THE SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 47; THENCE SOUTH 89°14'01" WEST ALONG SAID SOUTH BOUNDARY LINE OF SAID LOT 1, BLOCK 47, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 11,278 SQUARE FEET - 0.26 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. BASIS OF BEARINGS: GRID BEARING OF N00°45'04"W, ALONG THE EAST BOUNDARY LINE OF LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF LOT 1, BLOCK 47, AS SHOWN HEREON.
3. THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE EASEMENTS OR RESTRICTIONS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
4. THIS DOCUMENT CONSISTS OF 2 SHEETS AND IS NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
5. THIS SKETCH IS NOT A BOUNDARY SURVEY.

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE FOLLOWING:

THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

OR

AN ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

David York

Digitally signed by David
York
Date: 2025.03.06
14:25:05-05'00'

David T. York
PSM #5875

March 06, 2025
Date of Signature

LEGEND

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
NO.	NUMBER
O.R.	OFFICIAL RECORDS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY
U.S.	UNITED STATES

SEE SHEET 2 OF 2 FOR SKETCH

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 1 OF 2

**LEGAL DESCRIPTION
AND SKETCH**

LAKE COUNTY, FLORIDA



DAVRIS, INC.

CERTIFICATE OF AUTHORIZATION # 7968

5830 Nebraska Ave.

New Port Richey, FL 34652

Phone: (727) 232-3800

Website: www.davrisinc.com

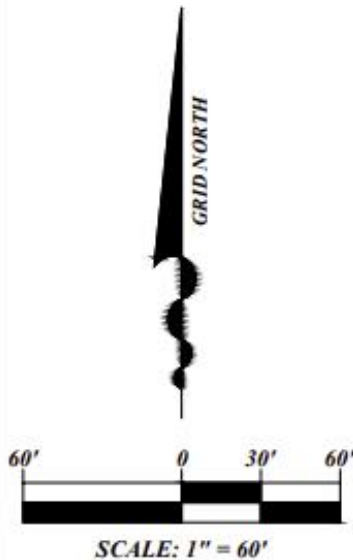
Email: tw@davrisinc.com

LEGEND

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
NO.	NUMBER
O.R.	OFFICIAL RECORDS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY
U.S.	UNITED STATES

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	15.00'	N89°25'42"W
L2	15.92'	S71°13'07"E
L3	15.92'	S71°08'22"E
L4	15.00'	S89°14'01"W



SOUTH BOUNDARY LINE OF LOT 4, BLOCK 46

LOTS 7 AND 8, BLOCK 46 AND
PORTION OF LOTS 3, 4 AND 7, BLOCK 50
REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
OF SUBDIVISION OF SILVER LAKE ESTATES
(PLAT BOOK 10, PAGES 66 THROUGH 69)

EAST BOUNDARY LINE
OF LOT 4, BLOCK 46

PORTION OF LOT 4, BLOCK 46
(NOT INCLUDED)
REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
OF SUBDIVISION OF SILVER LAKE ESTATES
(PLAT BOOK 10, PAGES 66 THROUGH 69)

(FDOT R/W MAP STATE PROJECT NO. 11010-2568)
U.S. HIGHWAY 441
(214' PUBLIC R/W)
SOUTHERLY R/W LINE
OF U.S. HIGHWAY 441

WEST BOUNDARY LINE
OF LOT 1 BLOCK 47

PORTION OF LOT 1, BLOCK 47
(NOT INCLUDED)
REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
OF SUBDIVISION OF SILVER LAKE ESTATES
(PLAT BOOK 10, PAGES 66 THROUGH 69)

POINT OF BEGINNING
SOUTHWEST CORNER OF
LOT 1, BLOCK 47
SOUTHEAST CORNER OF
LOT 4, BLOCK 46

SOUTH BOUNDARY LINE
OF LOT 1, BLOCK 47

TRACT D
SUMMERWIND ON LAKE
HARRIS CONDOMINIUM
(O.R. BOOK 1469, PAGE 1763)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 2 OF 2

**LEGAL DESCRIPTION
AND SKETCH****LAKE COUNTY, FLORIDA****DAVRIS, INC.**

CERTIFICATE OF AUTHORIZATION # 7968

5830 Nebraska Ave.

New Port Richey, FL 34652

Phone: (727) 232-3800

Website: www.davrisinc.com

Email: tw@davrisinc.com

**EXHIBIT “B”
(Form of Utility Easement)**

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT (“**Easement**”) is hereby granted by **ECLT PROPERTIES, LLC.**, a Florida limited liability company, whose mailing address is 7409 Sunnyside Drive, Leesburg, Florida 34748, and **CHERUKUMALA, LLC.**, a Florida limited liability company, whose mailing address is 27758 Cypress Glen Court, Yalaha, Florida 34797 (“**GRANTORS**,”) to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns (“**GRANTEE**”);

WITNESSETH:

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

See Legal Description and Sketch attached hereto as Exhibit “1” and incorporated herein by this reference.

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

With the exception of the “Overhead Billboard” illustrated in Exhibit “2,” **GRANTORS** shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE’S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTORS** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in

connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTORS** reserve the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. **GRANTORS** shall not have any right or authority to direct or otherwise require **GRANTEE** to relocate any of **GRANTEE'S** Facilities from the Easement Area. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTORS warrant and covenant that **GRANTORS** are lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "1" attached hereto, and have the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

GRANTORS:

ECLT PROPERTIES, LLC,
a Florida limited liability company

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

STATE OF FLORIDA

COUNTY OF _____

By: _____
Lee D. Tatro, Manager

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Lee D. Tatro, as Manager of ECLT PROPERTIES, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

By: _____
Eric H. Coe, Sr., Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Eric H. Coe, Sr., as Manager of ECLT PROPERTIES, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

CHERUKUMALA, LLC,
a Florida limited liability company

By: _____
Srinivas Attanti, Manager

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Srinivas Attanti, as Manager of CHERUKUMALA, LLC, a Florida limited liability company. who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

(seal)

My Commission Number:

My Expiration Date:

Signature

Printed Name

Postal Address

Signature

Printed Name

Postal Address

By: _____
Bharathi Attanti, Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Bharathi Attanti, as Manager of CHERUKUMALA, LLC, a Florida limited liability company. who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)

Exhibit "1"

SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

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SURVEYOR'S NOTES:

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2. BASIS OF BEARINGS: GRID BEARING OF N00°45'04"W, ALONG THE EAST BOUNDARY LINE OF LOT 4, BLOCK 46 AND THE WEST BOUNDARY LINE OF LOT 1, BLOCK 47, AS SHOWN HEREON.
3. THIS OFFICE HAS NOT ABSTRACTED THIS FOR ANY RECORDED CLAIMS OF TITLE EASEMENTS OR RESTRICTIONS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
4. THIS DOCUMENT CONSISTS OF 2 SHEETS AND IS NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
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THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

OR

AN ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17 ADMINISTRATIVE CODE).

David York

David T. York
PSM #5875

March 06, 2025
Date of Signature

LEGEND

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
NO.	NUMBER
O.R.	OFFICIAL RECORDS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT-OF-WAY
U.S.	UNITED STATES

SEE SHEET 2 OF 2 FOR SKETCH

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 1 OF 2

LEGAL DESCRIPTION AND SKETCH

LAKE COUNTY, FLORIDA



DAVRIS, INC.

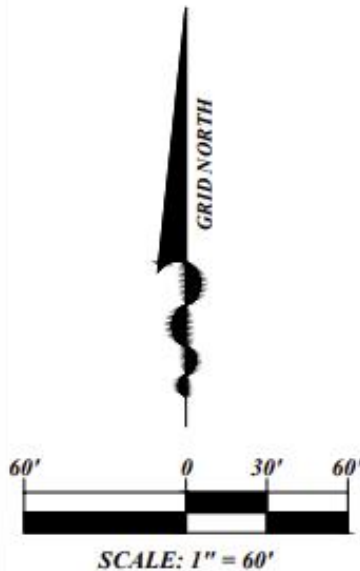
CERTIFICATE OF AUTHORIZATION # 7968
5830 Nebraska Ave.
New Port Richey, FL 34652
Phone: (727) 232-3800
Website: www.davrisinc.com
Email: tw@davrisinc.com

LEGEND

FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
 NO. NUMBER
 O.R. OFFICIAL RECORDS
 PSM PROFESSIONAL SURVEYOR AND MAPPER
 R/W RIGHT-OF-WAY
 U.S. UNITED STATES

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	15.00'	N89°25'42"W
L2	15.92'	S71°13'07"E
L3	15.92'	S71°08'22"E
L4	15.00'	S89°14'01"W



SOUTH BOUNDARY LINE OF LOT 4, BLOCK 46

LOTS 7 AND 8, BLOCK 46 AND
 PORTION OF LOTS 3, 4 AND 7, BLOCK 50
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

EAST BOUNDARY LINE
OF LOT 4, BLOCK 46

PORTION OF LOT 4, BLOCK 46
 (NOT INCLUDED)
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

381.00'
 381.00'
 370.67'
 N00°45'04"W
 N00°45'04"W
 S00°45'04"E

WEST BOUNDARY LINE
OF LOT 1, BLOCK 47

PORTION OF LOT 1, BLOCK 47
 (NOT INCLUDED)
 REVISED AND CORRECTED PLAT OF RE-SUBDIVISION
 OF SUBDIVISION OF SILVER LAKE ESTATES
 (PLAT BOOK 10, PAGES 66 THROUGH 69)

POINT OF BEGINNING
 SOUTHWEST CORNER OF
 LOT 1, BLOCK 47
 SOUTHEAST CORNER OF
 LOT 4, BLOCK 46

SOUTH BOUNDARY LINE
OF LOT 1, BLOCK 47

TRACT D
 SUMMERWIND ON LAKE
 HARRIS CONDOMINIUM
 (O.R. BOOK 1469, PAGE 1763)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

PROJECT NUMBER:
25013

FILE: 25013 L&S.DWG

CHECKED BY: TW

SHEET NO. 2 OF 2

**LEGAL DESCRIPTION
AND SKETCH**

LAKE COUNTY, FLORIDA

**DAVRIS, INC.**

CERTIFICATE OF AUTHORIZATION # 7968

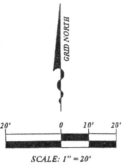
5830 Nebraska Ave.

New Port Richey, FL 34652

Phone: (727) 232-3800

Website: www.davrisinc.com

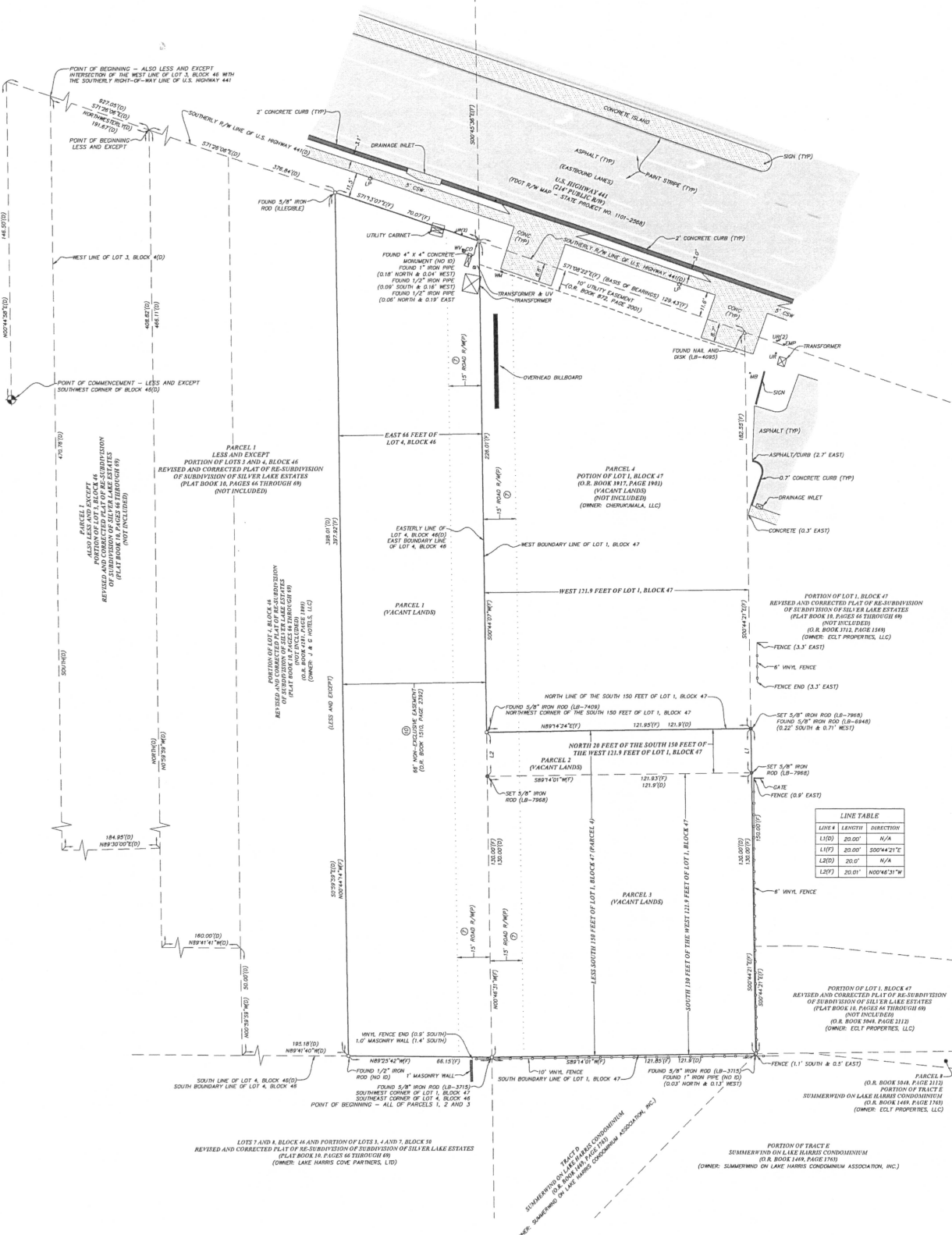
Email: tw@davrisinc.com



MAP OF SURVEY

LEGEND

1	ASPHALT DRIVEWAY
2	ASPHALT DRIVEWAY
3	ASPHALT DRIVEWAY
4	ASPHALT DRIVEWAY
5	ASPHALT DRIVEWAY
6	ASPHALT DRIVEWAY
7	ASPHALT DRIVEWAY
8	ASPHALT DRIVEWAY
9	ASPHALT DRIVEWAY
10	ASPHALT DRIVEWAY
11	ASPHALT DRIVEWAY
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92	ASPHALT DRIVEWAY
93	ASPHALT DRIVEWAY
94	ASPHALT DRIVEWAY
95	ASPHALT DRIVEWAY
96	ASPHALT DRIVEWAY
97	ASPHALT DRIVEWAY
98	ASPHALT DRIVEWAY
99	ASPHALT DRIVEWAY
100	ASPHALT DRIVEWAY



LINE TABLE

LINE #	LENGTH	DIRECTION
L101	20.00'	N/A
L102	20.00'	S00°42'31"E
L103	20.01'	N/A
L104	20.01'	N00°46'31"W

Exhibit 2

PROJECT NUMBER:	REVISED:	DATE:
FILE: 2013 PARCEL 1 & 2 DWS		
BAKUN TH: CHECKED TH		
SHEET NO:		
2 OF 2		

ALTA/NSPS LAND TITLE SURVEY
 9726 U.S. HIGHWAY 441
 LEESBURG, FLORIDA



DAVRIS, INC.
 CERTIFICATE OF AUTHORIZATION # 1984
 3716 Highway 441
 New Port Richey, FL 34652
 Phone: (772) 712-1885
 Website: www.davris.com
 Email: info@davris.com

Business Impact Estimate

Ordinance 2025-

Summary of Ordinance: AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA VACATING AND ABANDONING A PORTION OF THE UNIMPROVED RIGHT-OF-WAY OF MADISON STREET LOCATED IN LEESBURG, LAKE COUNTY, FLORIDA, SOUTH OF U.S. HIGHWAY 441 AND BETWEEN LOT 4, BLOCK 46, AND LOT 1, BLOCK 47, ACCORDING TO THE REVISED AND RECORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RESERVING A UTILITY EASEMENT; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Leesburg has prepared a Business Impact Estimate pursuant to section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (please include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance serves the public purpose of promoting public welfare by vacating a small portion of an undeveloped 'paper street' which would ultimately serve no public purpose or benefit if developed and instead only serves as an obstruction to any meaningful surface use of parcels adjoining the street. Eliminating the potential for development of this portion of Madison Street will also serve the public purpose of eliminating any public expenses associated with maintenance and/or repair of an unnecessary street. A utility easement in favor of the City is being retained and/or granted to the City to allow for continued use of the subsurface and any minimally impacted surface areas for utility purposes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur, **None**.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and **None**.

(c) An estimate of the city's regulatory costs, including estimated revenues from any new changes or fees to cover such costs. **None**.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Two businesses own parcels adjoining the portion of Madison Street to be vacated and would be impacted by the proposed ordinance.**

4. Additional information the City deems useful (if any): **This Ordinance has no fiscal impact beyond that of the adjacent property owners.**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: May 27, 2025

From: Joseph Mera, (Fire Chief)

Subject: An Ordinance of the City of Leesburg, Florida, amending Chapter 10 of the Code of Ordinances, relating to Fire Protection and Prevention, to Create Article III - Open Burning Regulations; Creating Sections 10-50 through 10-52; providing for Regulations and Restrictions on Open Burning; providing for penalties; providing for exemptions; providing for conflicts, severability, codification, and an effective date.

Staff Recommendation:

Approve the ordinance and set a public hearing and second reading.

Analysis:

This is an ordinance following Lake County and other governments that limit burning during times of drought.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, RELATING FIRE PROTECTION AND PREVENTION, TO CREATE ARTICLE III – OPEN BURNING REGULATIONS; CREATING SECTIONS 10-50 THROUGH 10-52; PROVIDING FOR REGULATIONS AND RESTRICTIONS ON OPEN BURNING; PROVIDING FOR PENALTIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Leesburg finds it necessary to regulate open burning in the interest of public health, safety, and welfare; and

WHEREAS, the regulation of open burning is particularly important during periods of drought and heightened fire risk; and

WHEREAS, the City Commission desires to adopt provisions consistent with guidance and authority provided by the Florida Division of Forestry;

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

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Approval of Text Amendment to Chapter 10—Fire Protection and Prevention. Article III – Open Burning Regulations, shall read as follows:

ARTICLE III – OPEN BURNING REGULATIONS

Sec. 10-50. Open burning prohibited.

(a) A ban on backyard burning of yard debris, burning of lands for any reason, recreational fires, and burning of unauthorized piles of debris not approved by the Florida Division of Forestry may be initiated within the City of Leesburg by the City Manager or their designee upon a finding that the following conditions have been met:

1. The Keetch-Byram Drought Index (KBDI) for all or any portion of the City of Leesburg has a rating of five hundred (500) or more, as provided by the Florida Division of Forestry; and
2. The KBDI rating of five hundred (500) or more for all or any portion of the City has been maintained for a period of at least three (3) consecutive weeks, as provided by the Florida Division of Forestry.

(b) The ban on open burning shall remain in effect for so long as both conditions under subsection (a) continue to be satisfied or until rescinded by the City Manager or their designee upon a finding that continuation of the ban is no longer in the interest of public health, safety, and welfare.

(c) Open burning is defined as the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the outdoor atmosphere without passing through a stack or chimney.

(d) For purposes of this section, "recreational fires" are defined as outdoor fires burning materials other than rubbish. Recreational fires are permitted only if they are contained within an outdoor fireplace, barbecue grill, or barbecue pit, and the total fuel area of the fire does not exceed three (3) feet in diameter and two (2) feet in height. Fires that do not meet these dimensions or are not properly contained shall not be considered recreational fires under this section.

Sec. 10-51. Penalties.

Any person responsible for unlawful open burning shall bear any applicable costs incurred in extinguishing the fire, with a minimum cost of one hundred fifty dollars (\$150.00) per incident. Costs may include, but are not limited to, personnel time, equipment use, travel, lodging, and food expenses of firefighting personnel. The City of Leesburg shall be entitled to institute legal action against any responsible person who fails to pay such costs within thirty (30) days of written demand.

Sec. 10-52. Exemptions.

Any person holding a valid open burning permit issued by the Florida Division of Forestry pursuant to Chapter 590, Florida Statutes, shall be exempt from the provisions of this article and may conduct open burning in accordance with the terms and conditions of their state-issued permit.

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. Code Inclusion. The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____, 2025 by the City Commission of the City of Leesburg, Florida.

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 10 – FIRE PROTECTION AND PREVENTION, TO CREATE ARTICLE III – OPEN BURNING REGULATIONS, INCLUDING SECTIONS 10-50 THROUGH 10-52; PROVIDING FOR REGULATIONS AND RESTRICTIONS ON OPEN BURNING; PROVIDING FOR PENALTIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance serves the public health, safety, and welfare by authorizing the City of Leesburg to impose temporary burn bans during periods of drought, elevated wildfire risk, or other public safety threats. It establishes procedures for declaring a burn ban, outlines prohibited activities (e.g., open burning, campfires), and provides for penalties and enforcement. The purpose is to reduce the risk of wildfires, protect property and life, and ensure coordinated emergency response efforts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) Direct compliance costs businesses may reasonably incur:

Minimal compliance costs are expected. Businesses engaged in outdoor operations (e.g., landscaping, construction, or agriculture) may need to temporarily suspend open burning activities, such as brush disposal, during a burn ban.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new charges or fees are imposed by this ordinance.

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs:

The City may incur minor administrative costs related to public notices and enforcement during active burn bans. No revenue is expected from new fees or fines, though enforcement may include penalties as a deterrent.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Fewer than 10 businesses are expected to be directly impacted, primarily those involved in landscaping, land clearing, construction, or outdoor recreational activities.

4. Additional information the governing body deems useful (if any):

The ordinance includes exemptions for state-permitted agricultural burns and cooking fires in enclosed grills.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: May 27, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida amending Ordinance No. 24-25 Concerning the Granting of a Non-Exclusive Franchise to Tri-County Sanitation, LLC, and its successors and assigns (“franchisee”); providing for conflict and severability; and providing an effective date.

Staff Recommendation:

Approve the ordinance and set a public hearing and second reading.

Analysis:

The City of Leesburg provided a franchise agreement to Tri-County Sanitation to collect solid waste in the Villages of West Lake. This ordinance modifies the original ordinance by updating Exhibit "B", which posts commercial solid waste fees. The City continues to receive a 5% franchise on all gross revenues for collection services.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING ORDINANCE NO. 24-25 CONCERNING THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO TRI-COUNTY SANITATION, LLC, AND ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE"); PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 24, 2024, the Leesburg City Commission approved Ordinance No. 24-55 providing A 30 Year Non-Exclusive Franchise to Tri-County Sanitation, LLC for the purpose of collection and disposing of solid waste in the Villages portion of the City of Leesburg as further described in Exhibit A of Ordinance No. 24-55,

WHEREAS, Ordinance No. 24-55 is recoded in Lake County, Florida in Book 6354, Pages 312-342 (34 Pages); and

WHEREAS, the Ordinance modifies the original Ordinance by updating Exhibit B concerning Commercial Solid waste disposal.

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

SECTION 1. AMENDMENT. Attached hereto and made part hereof is Exhibit "A", which shall be known as Exhibit "B" Update and made part of Ordinance No.24-25.

SECTION 2. COMPLETE Agree the parties hereto agree that Exhibit "A" shall be added and all other parts of Ordinance 24-55 shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This Ordinance amending Ordinance 24-55 shall take effect immediately upon becoming a law.

DONE AND ORDAINED this ____ day of _____, 2025, by the City Commission of the City of Leesburg, Florida.

**CITY COMMISSION
CITY OF LEESBURG, FLORIDA**

Alan Reisman, Mayor

Attest:

Approved as to Form:

J. Andi Purvis, City Clerk

William Grant Watson, City Attorney

Tri-County Sanitation, LLC hereby acknowledges and agrees to this commercial rate schedule.

TRI-COUNTY SANITATION

By Its: _____
Title

Attest:

By: _____

EXHIBIT "A"

Amended - Exhibit "B" To Ordinance 24-25 Tri-County Sanitation, LLC

Monthly Commercial Solid Waste Collection Rates Effective 10/1/2024

Size	4	4	4	4	4	4	4
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$134.80	\$269.59	\$404.39	\$539.17	\$673.98	\$808.75	\$23.33
Disposal	\$31.20	\$62.39	\$93.59	\$124.79	\$155.99	\$187.19	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$166.00	\$331.98	\$497.98	\$663.96	\$829.97	\$995.94	\$23.33
Size	6	6	6	6	6	6	6
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$193.20	\$325.16	\$487.00	\$649.61	\$812.96	\$975.58	\$34.21
Disposal	\$46.80	\$93.59	\$140.39	\$187.19	\$233.98	\$280.78	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$240.00	\$418.75	\$627.39	\$836.80	\$1,046.94	\$1,256.36	\$34.21
Size	8	8	8	8	8	8	8
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$211.63	\$408.00	\$604.38	\$800.77	\$997.14	\$1,193.52	\$43.33
Disposal	\$62.40	\$124.79	\$187.19	\$249.58	\$311.98	\$374.37	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$274.03	\$532.79	\$791.57	\$1,050.35	\$1,309.12	\$1,567.89	\$43.33

ORDINANCE NO. 24-25

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 infrastructure and producing minimal impact to the City infrastructure.

INSTRUMENT #2024073665
OR BK 6354 PG 312 - 345 (34 PGS)
DATE: 6/21/2024 3:45:44 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$290.50

Ordinance

Franchise Agreement with Tri-County Sanitation LLC for Solid Waste Services in The Villages

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.

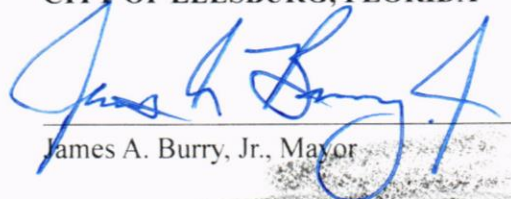
SECTION 21. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

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.

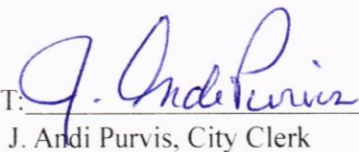
SECTION 23. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 14 and 15 hereinabove.

DONE AND ORDAINED this 10th day of June, 2024, by the City Commission of the City of Leesburg, Florida.

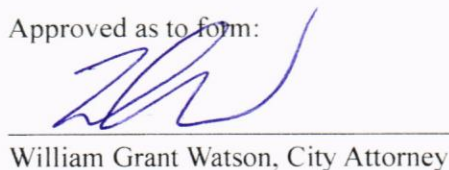
CITY COMMISSION
CITY OF LEESBURG, FLORIDA


James A. Burry, Jr., Mayor

ATTEST:

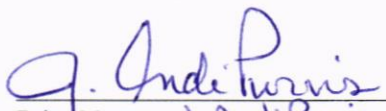

J. Andi Purvis, City Clerk

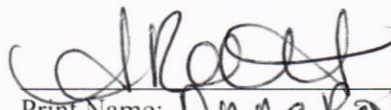
Approved as to form:


William Grant Watson, City Attorney



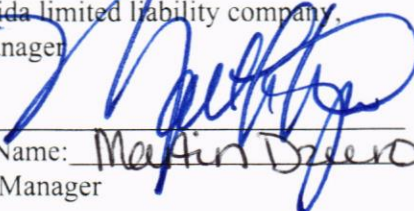
WITNESSES:


Print Name: J. Andi Puris


Print Name: Anna Rethermond

TRI-COUNTY SANITATION, LLC,
a Florida limited liability company

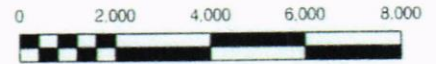
BY: TVL Company, LLC,
a Florida limited liability company,
its Manager


By: _____
Print Name: Martin Devero
Title: Manager

The Villages

Exhibit A

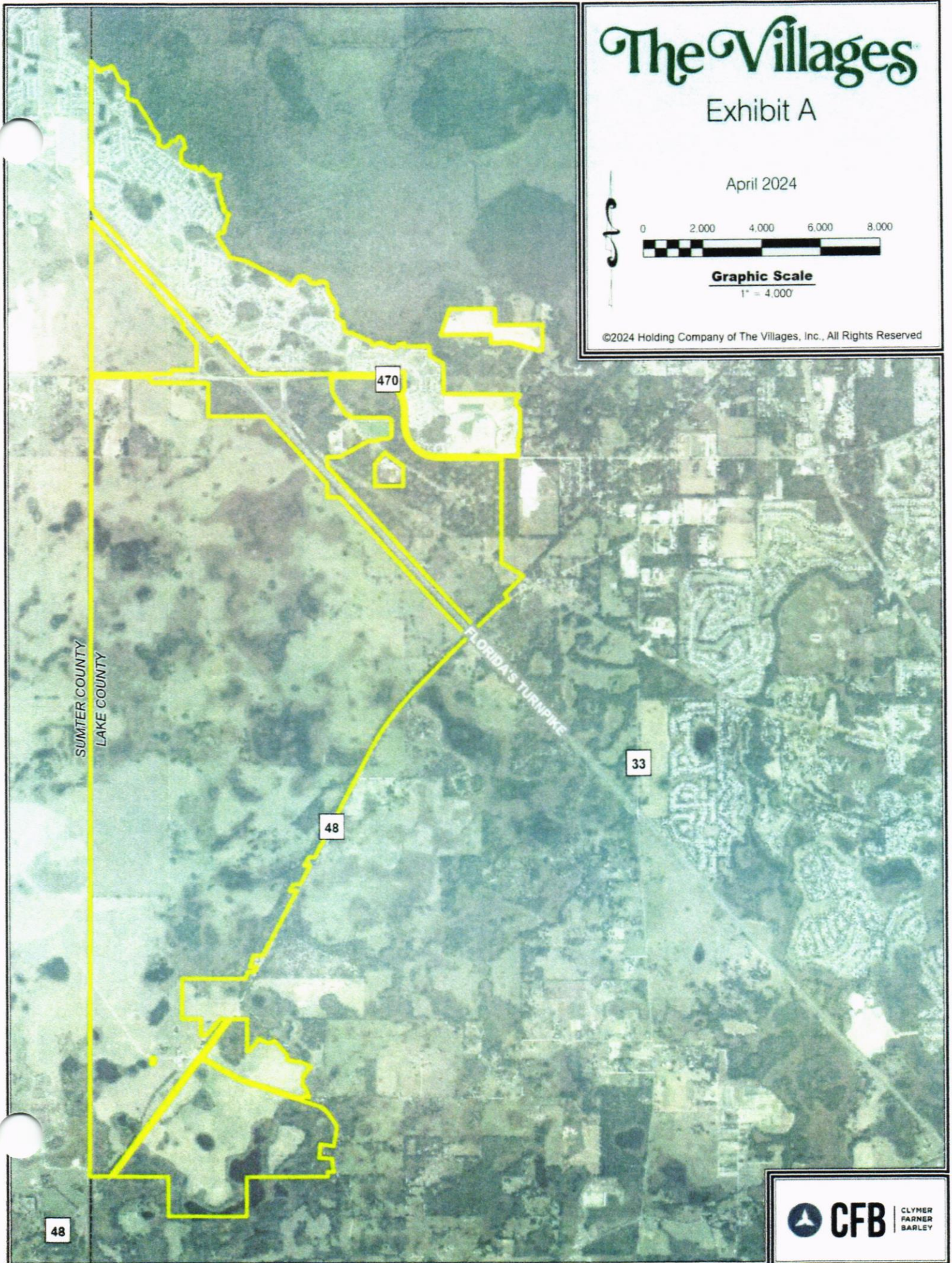
April 2024



Graphic Scale

1" = 4,000'

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CFB

CLYMER
FARNER
BARLEY

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

A PORTION OF SECTIONS 6, 7, 8, 9, AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (LEESBURG)
AMENDED AND RESTATED
EXHIBIT A

FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH

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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

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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

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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

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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

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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

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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-

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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.

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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

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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):

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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

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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

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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

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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

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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 $42^{\circ}26'41''$ EAST, A DISTANCE OF 2013.65 FEET; 2) THENCE RUN SOUTH $42^{\circ}27'10''$ 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 $45^{\circ}35'30''$ 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 $42^{\circ}27'10''$ 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 $45^{\circ}35'30''$ 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 $42^{\circ}27'10''$ 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 $45^{\circ}35'30''$ 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 $37^{\circ}18'23''$ WEST AND A CHORD LENGTH OF 2493.32 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ}34'14''$, AN ARC DISTANCE OF 2502.04 FEET TO A POINT OF TANGENCY; 3) THENCE RUN SOUTH $29^{\circ}01'16''$ 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 $89^{\circ}13'15''$ 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 $31^{\circ}18'14''$ 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 $89^{\circ}13'15''$ 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 $29^{\circ}01'16''$ 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 $89^{\circ}13'15''$ 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 $31^{\circ}18'14''$ WEST, A DISTANCE OF 255.67 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LANDS DESCRIBED

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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

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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

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639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5012.61 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1403.19 FEET TO A POINT OF CURVATURE OF A 5824.16 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°53'46" AN ARC DISTANCE OF 192.75 FEET TO A POINT OF NON-TANGENCY AND A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°10'38"

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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

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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.

Exhibit "B"

Solid Waste Rates for Commercial Accounts