AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 23, 2026 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 February 9, 2026

B. PURCHASING ITEMS:

1. **Purchase Request for One (1) New E-One Typhoon Metro 100/Ladder.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to an existing contract with PRIME ELECTRIC, LLC; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for Airfield Signage Replacement Design Services, for the Leesburg International Airport; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Police Forfeiture and Fleet Services Funds for the carryovers from Fiscal Year 2024-25; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Greater Leesburg CRA, Carver Heights CRA, Capital Projects, Gas and Fleet Services Funds for the First Quarter; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 444873-3-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the Fuel Tanks construction of the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from THISISLEESBURG, LLC, joined by Bank Ozk; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, approving the First Amendment to the Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, TLC Whitemarsh, LLC, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Preservation Place)**

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement and Memorandum of Lease, with Southeastern Surveying and Mapping Corporation, for property located at 8404 U.S. Highway 441, Leesburg, Florida 34748; 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. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.98 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for light industrial uses for a property generally located north of Casteen Road and west of South Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Petralanda SPUD)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 202.6 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 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 4; and providing an effective date. (Lake Bright-Brighurst ANNX)**

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 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst LSCP)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 202.6 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 502 single-family residential lots, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst PUD)**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.26 +/- acres; and being generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 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 4; and providing an effective date. (Cronin-Dewey Robbins Residential ANNX).**

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 9.26 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins Residential SSCP)**

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 9.26 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for single-family residential uses for a property generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins Residential SPUD)**

C. NON-ROUTINE ITEMS:

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, FEBRUARY 9, 2026 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, February 9, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

Mayor Berry 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. None

3. PRESENTATIONS:

A. Retirement Plaque - Fire Chief Joseph Mera

Mayor Berry asked Chief Mera to come forward. On behalf of the Mayor and the city commission, she presented him with a plaque that read, to Joseph J. Mera, in recognition of your 24 years of dedicated service to the citizens of the city of Leesburg, February 4, 2002, to February 6, 2026. Congratulations.

CM Minner said he wanted to personally recognize Chief Mera for his time in the Leesburg Fire Department. He thinks under the Chief's direction we made a lot of advances. Jokingly, he added that the Chief did spend a considerable amount of money. Just kidding, he could not resist. Seriously, speaking on behalf of the city commission and the department head team, thank you for your service. It has been a

pleasure to work with you, and we are sorry to see you go.
On a staff level, moving forward, he thinks, in his time through Chief Johnson prior to Chief Mera, and then we brought on Chief Mera. One of the greatest things the Leesburg Fire Department has done is to be able to groom and train their own. Hiring department heads, as you know, is a difficult endeavor for your city manager, but what makes it easy, at least in the fire department, and as well as the police department, has been ready people who are available to fill in. That speaks credit to our organization and to the status of our public safety. So, with that, Chief Mera this evening has the honor of pinning our incoming Chief Henry. So Chief, Mayor, take it away.

B. Pinning of New Fire Chief - Ryan Henry

Mayor Berry asked Chief Henry to come forward. She then turned it over to Chief Mera. **Chief Mera** stated, while pinning our new Fire Chief, that "The badge only weighs a few grams. The weight that it carries is impossible to carry at times. Keep my Firemen safe." He then introduced Chief Henry. **Chief Henry** thanked everyone.
CM Minner announced that Nate Barlow has also been promoted to our new deputy chief. And, with that, we have upward mobility, causing a couple of spots that we are going to need to fill. He does not think we will have any problems filling those; the department is in good hands. Thank you, fellas.

4. PUBLIC COMMENTS:

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Semeion Richardson, owner of the downtown business, Artist with a Purpose. We have been downtown for about 4 years, and she just wanted to thank the commission for allowing them to do Soul Fest. It was really awesome with great attendance. This was their fourth year doing it, and they definitely want to continue to collaborate in partnership with the city. Also, Artist with Purpose has been selected for the Harlem Fines Art Show in New York. She, along with two artists, Belina and Dafeney will be going to New York in eight days. They were selected because they are the first black-owned art gallery here in the three counties of Lake, Sumter, and Marion. She is excited about being part of that as well as being part of Leesburg. Excited to be part of the movement and, she cannot wait to see what this year brings. 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.

Commissioner Reisman moved to adopt the Consent Agenda and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Berry	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 January 26, 2026

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with Professional Waterfront Cleanup and Removal, LLC; and providing an effective date.

ADOPTED RESOLUTION 12,190

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Tralonie Montoute for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

ADOPTED RESOLUTION 12,191

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
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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 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 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. (Lake Margaretta Phase 2 ANNX).**

Commissioner Reisman introduced the 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 Berry asked the city attorney to perform the swearing-in. **CA Watson** asked for anyone wishing to speak on Agenda Item 6.B.2 (Lake Margaretta Phase 2) to stand and raise their right hand. He swore them all in.

Mayor Berry requested comments from the Commission and the audience.

Planning and Zoning Director (PZD) Dan Miller said this is the Lake Margaretta Phase 2 project, which consists of an annexation, a small-scale comprehensive plan, and rezoning to PUD. The site consists of 25 plus or minus acres and is generally located on the south side of County Road 48 and east of number two road. This project is completely contained within the already approved Lake Margaretta project. The request is for a future development that would include 75 single-family dwelling units. Again, it is just integrating into the Lake Margaretta project because these properties were not owned by the applicant at the time the original project came in and when they came up, they decided to buy and expand the project. The future land use application is requesting a change from Lake County Rural Transition to City Estate Residential. The zoning application is requesting a change from Lake County R1, rural residential, to city of Leesburg PUD. There were no substantive comments from the city departments. The school board has reviewed it and said that they will need to obtain a school concurrency reservation and if there is not enough capacity at that time, the project will be subject to a mitigation agreement. Lake County Public Works had no comments, and we received no written responses to the ads and letters. Again, it is 75 single-family units on 25 acres, and no other uses are permitted. There are architectural standards of 35% open space, dark sky lighting, and a code-compliant landscaping plan. Maximum building height is two floors. This is basically an extension of the existing approved PUD. Two point seven acres will have to be in recreational and parkland. There will be one primary park area with three amenities. Again, this will be part of the larger Lake Margaretta project. There will be no wells or septic on the property. It does have the phasing standards that we use for four years, which means if there is no substantial commencement brought about within four years, the property has an automatic reversion to the RE1 zoning standard, which is one acre per unit. The planning commission did vote to approve. Mr. Mike Rankin of Land Planning Group in Tavares, and Mr. Tom Daly of Daly Design Group in Orlando are here. They do have a presentation if the commission would like to see that.

Commissioner Burry said this is three units per acre, and asked what the rest of the project was? **PZD Miller** replied it is 2.98. **Commissioner Burry** said so, it is still within that same framework. **PZD**

Miller answered,"Yes, sir."

Mayor Berry asked if the commission would like to see the presentation. The commission was in agreement that they would wait until the second reading. Mayor Berry then announced that these items would lay over until the March 23rd meeting.

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 real property consisting of approximately 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta Phase 2 SSCP)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 25.07 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 75 single-family homes, for a property generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta Phase 2 PUD)**

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 said very quickly this evening, we had our hearing on the motion to dismiss the shuffleboard lawsuit. Just received the order today. The judge did rule in our favor to dismiss the complaint primarily based on their failure to attach the lease agreement they alleged existed. They have 20 days from today to refile, so, we will see what happens from there. Then we would have 10 days to file a response to whatever they file. Right now, we are waiting to see sometime between now and the next 20 days whatever gets filed and then go from there.

9. CITY MANAGER ITEMS:

CM Minner said he had one item and was looking to get some direction from the commission. At the last

meeting you all dealt with the airport lease that was transferred, Aerostat. So, the Aerostat lease was originally issued to Mr. Puckett, who has since passed, but it was transferable, which is now owned and operated by Ms. Cochran. You had discussion about this lease at the last meeting and, unfortunately, the lease at that time had fallen into a state where it was not in compliance with the lease terms. However, the commission really could not take any action on that because both parties had issues they needed to cure. The city's cure issue was that we had not notified the lessee that she was in default of the lease by harboring subtenants that did not have our approval. Staff recommended to you last meeting that before you did anything, we had to cure our end. We have now cured our end. Ms. Cochran, through the city attorney, has received formal notice that she was in default and that she needed to cure the default situation by I believe it was Friday last week, which I believe was the 6th. As of this time frame, Ms. Cochran is still in default. Having said that, he wanted to point out a couple of things. He will vouch for Ms. Cochran, who thinks she has taken efforts to remedy the situation, but technically she is still in default because the airplane parts still remain on her property. And, even if the airplane is removed, technically she can still be held in default of the lease because she has been notified of a problem and the lease stipulates that she has to be compliant. She was not. Therefore, direction from the commission is needed as to how to proceed, because we cannot unilaterally act on this without direction. He thinks there are three avenues to move forward. He wanted to explain those avenues, and then seek direction on which way the commission would allow staff to go. He believes that today, the city attorney submitted to Ms. Cochran formal notice that she is in default and that we will move to take back the asset and terminate the lease. That does have a little bit of a process. So, in the interim, he believes there are three options available to the city commission. Option A is move forward with the default, as Grant has submitted notice. If you do that, the city would then take the asset, the lease would end immediately, and you would own the facility pursuant to the lease. Option B, understanding that Ms. Cochran did take some action to try to remedy the lease, you can determine that she is not in default, even though Grant legally has stipulated that. However, it is still really in your court whether you want to proceed that way. So, if you want to wave the magic wand and not find her in default, which the city attorney thinks she can, then you can wave that wand and offer her the first extension that is in the lease. Then proceed as the lease contemplates. The other Option C, is you could kind of split the baby and find some middle ground. What would that look like? He thinks the city has encumbered a number of bad leases that we dealt with and tenants were able to get the benefits of 30 years of bad leases from the city. He thinks the city has pretty much corrected most of those situations. So how would you split the baby in this case? He would suggest that the way to do that is to divide the value of the asset over a 30-year period and seek a land lease from Ms. Cochran that is more in terms of market space. In so doing, what would happen is Ms. Cochran gets to enjoy the asset that they developed for a remaining 10 years. But you all need to be financially held whole, and he thinks that is done through a ground lease. So how do you get to that number? He would suggest, as he told the airport board months and maybe years ago, you know, cash is king and cash still remains king. So, what the city is out is an asset that is probably worth in the neighborhood of about half a million dollars. That asset is obviously the hanger. How we have done these leases in the past is when we have taken the asset over at the end of lease, we then sell the asset, and we get full value for that cash and then the new lessee would give us a ground lease. So, in this case, to split the baby, the time value of money plus the value of the building, he would say now, over the course of the next 30 years instead of half a million dollars, you go time value of money over 30 years perhaps now that facility is worth $750,000 and if you divide that number by the square footage, about a dollar a square. So, perhaps you want to consider sunsetting the existing lease kind of as a penalty for being in default and enter into a new lease with Ms. Cochran that would be a 10-year lease with most of the terms that are in there. Like at the end of the lease primarily the asset belongs to the city and some of the same stuff you probably want to throw in there that this lease is not transferable. She has a land lease of a dollar, which is $23,000 a year. So, then she would owe, divide that by 12, and she would owe the city about $1,500 a month in rent. He has not spoken with Ms. Cochran about these options, so he does not know how she feels about it. She is here this evening. He is asking for direction on how you would like

him to move forward with her. If it is A, we have got some administrative work to terminate the lease. If it is B, then we need to bring forth to you the renewal option. And if it is C, there are some negotiations and some conversations he needs to have with Ms. Cochran. He likes the C option because it reasonably holds the commission whole and gets some value of that property, but it also allows Ms. Cochran to keep her asset. Assuming then that she does sublease out places, he is pretty sure she can cover her lease cost to the city very reasonably, and she still has a marketable facility. He thinks this is really a win-win solution.
Commissioner Pederson said he likes option C. Our goal here when we defaulted on it, we have been consistent with other tenants out there to get the lease to market rate. He likes the 10 years non-transferable. Does not follow the math entirely, but his question is, are we getting the market rate now? **CM Minner** replied honestly, let him double-check his math; it is rough, but he does think he is in the ballpark. He is trying to go the value of the building, times value of money, divided by 30, because typically that would be a 30-year lease. That is how we would deal with that asset, and we are trying to get an annual value over 10 years. That is kind of the split the baby concept. At a dollar a square, he would say that is well over market value for a ground lease, but in this specific case, he thinks it is a reasonable request. **Commissioner Pederson** asked how this compares to other leases we have redone in the last three to five years? **CM Minner** answered it does not, it is out of the box as far as a Performa goes. In the other leases, we came to the end of the term, the deal sunset, and what confuses the matter is when those 30-year deals sunset, the lessees wanted an extension of a 30-year and what the commission did over time was to say no, we are not doing any more bad leases. We created new leases or if we could not create new leases at market value, then we took the asset and sold it. What is different in this case is we have not had a lease that was in default. This one is. So, this is an out-of-the-box concept to strike the lease and form a new one, but trying to get more of a market value for the whole thing. **Commissioner Pederson** agreed and added, this is what we have done with other leases that have expired in the last three to five years. He is fine with C. **CM Minner** said it is similar. He thinks the concept of making sure the airport is held financially whole is the commonality. Just how we get there is different. **Commissioner Burry** would agree with C, but would also want to make sure before we go with C that it gets in compliance with all the things needed. He would not want to go to C without it being in compliance. **Commissioner Reisman** stated he is also fine with C at the dollar a square foot. He does not know what the math equals out to, but that will be on your end. **Mayor Berry** thinks it is fair enough to split and go with option C as well.

Mayor Berry asked Ms. Cochran if she would like to address the commission. **Ms. Cochran** said, unbeknownst to her, she had no clue that she was out of compliance. She found out first from the airport manager, which she immediately tried and did get in compliance with the airport. Then she had no clue that she was out of compliance with the city until the last commission meeting. In that two-week time period, she had five days to have the lessees take their airplanes out of the hangar, the two that were turned down. She did not know that they were out of compliance at the time with the city. She was contacted by Sun Air asking if she had space in her hanger for Mr. Brock. They also gave her an amount that she could charge him, saying that he was willing to pay it. The money did not mean anything at that point. Not to throw anybody under the bus, but he said that the plane needed to get off the tarmac or the space because every time they had a city event out there, the plane had to be moved inside. Mr. Brock has been paying Sun Air for 12 years, and he has had his plane either in a hangar or outside. He has not been with her that long, and all of a sudden, if she does not get him out of the hanger in five days, then she is stuck. He has moved his airplane out, they have taken it all apart, and the only thing left right now on the apron is the fuselage. She spoke with him this morning, and he thought he was going to get the FAA permission to put it on the road and take it out. And he told me that he would probably have that by Wednesday. She never charged Mr. Curry, and she had no clue that he had a problem with the city on a different hanger. She never charged him a single dime for him to work on his plane to get it flyable and get it out of the hangar. He was out last week. She hates it that Lewis has been in this business for 40

years. He built that hanger, and it just tears her apart if he were here to see that he would lose this hanger in Aerostat. He sold or leased other hangars he had at the airport. The one SunAir has now and then the old bunker hanger, that whole section he used to own. But, this one, she just does not know what to say. Mr. Minner had been very nice, and she thanked him for his consideration. The only thing she is waiting for now is the slip to move the fuselage off the apron of the hangar.

Mayor Berry thanked Ms. Cochran for her comments. **Commissioner Reisman** said he is sympathetic to the situation, but this was a corporate lease that was signed, and in section 23 of the lease it does state that all subleases have to be approved by the commission. So, he understands she may not have known, but the corporation was aware of it. He thinks C is a very good compromise on our end. **CM Minner** said that no vote was needed. It seems the general consensus is to work a compromise. He and Tracey will be back in touch with Ms. Cochran. They understand the commission's direction clearly and will report back at the next meeting. **Commissioner Pederson** added that we are being consistent at the airport. We are not just singling out this tenant, the current lease is a dollar a year, and we have to get these up for the benefit of the airport.

10. ROLL CALL:

Commissioner Peterson said he had nothing other than to just embarrass his daughter who was present.

Commissioner Reisman had a couple of things. First, he thanked Chief Mera for his years of dedicated service and congratulated Chief Henry. He also wanted to give thanks to Tracy Dean, our airport manager, for all of her hard work every day. We had the food truck fly-in event over the weekend, and she did a phenomenal job organizing that behind the scenes and our tower. She is a great asset to our city and to our airport. To finish, he said a couple of events coming up are the Special Events' movie night at Pat Thomas on Friday the 20th and then the Red, White, and Blues Barbecue on Saturday the 21st. These will be great events.

Commissioner Connell had no further comments.

Commissioner Burry had nothing.

Mayor Berry had a few items and first wanted to explain her absence on January 26. She was in Tallahassee attending the legislative action days. She serves on the municipal operations committee and provided a highlighted summary of her visit. As you know, property tax is one of the multiple bills that has been filed. The proposal is to reduce or eliminate property taxes which would undermine the primary funding of cities. That would be financing for police, fire, EMS, roads, and more, and no replacement revenue has been identified by the state as yet. That will shift costs or force service cuts at a local level. The next thing was sovereign immunity. That is one of the House bills that was presented and elimination of the local business tax. This removes one of our municipal general revenue tax sources and recreates reoccurring revenue losses for cities. Public meetings was a House bill and in the Senate is a bill on natural disasters. That is just a highlight and lots of conversations. She is sure we will all be hearing, but just continue to read and know the importance of the effect that property tax will have on us not being able to have our basic police, fire, EMS, and services that we all need. Then coming up on February 27, is the Men of Distinction's Gayla, and on March 7 is the Black Heritage festival. So, please make a note of these activities.

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 Commission Reisman and a second by Commissioner Burry, the meeting adjourned at 6:10 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 23, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase Request for One (1) New E-One Typhoon Metro 100/Ladder.

Staff Recommendation:
Staff recommends approval of the purchase of one (1) new E-One Typhoon Metro 100/Ladder to replace Fire Truck No. 603 at Fire Station 63. The existing apparatus has reached the end of its service life. The total purchase cost is $1,623,600.49.

Analysis:
The purpose of this purchase is to replace Fire Truck No. 603 with a new E-One Typhoon Metro 100/Ladder to ensure continued reliability, operational readiness, and compliance with current safety and performance standards.

Procurement Analysis:
The City will utilize Orange County Contract No. Y20-1023-MV to purchase one (1) new E-One Typhoon Metro 100/Ladder from Matheny Fire & Emergency in the total amount of $1,623,600.49. Use of this cooperative contract satisfies the City's procurement requirements.

Options:
1. Approve the purchase as presented; or
2. Take such alternative action as the Commission deems appropriate.

Fiscal Impact:
The current Fleet Capital Replacement vehicle budget includes $1,500,000.00 for this purchase. A budget adjustment will be processed to add the additional $123,600.49 to the budget using available Fleet Cash Reserves.

Account No.	510-5199-519-6413
Project No.	FLEET
WF No.	WF1677130/1
Requisition	58282
Budget	$1,500,000.00
Available	$1,500,000.00

MATHENY MOTOR TRUCK CO.
Established 1922

725 SW 46th Ave.
Ocala, FL 34474
(P) 352-629-6305
www.mathenyfire.com

Apparatus Proposal

DATE: October 28, 2025

Proposal has been prepared for:

Leesburg Fire Department
Chief Joseph Mera
201 South Canal St
Leesburg, FL 34748

Matheny Fire and Emergency is pleased to offer Leesburg Fire Department one (1) E-ONE Typhoon Metro 100 Ladder. This vehicle shall be in accordance with the attached specifications and is priced according to the open contract with Orange County (Y20-123). The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Matheny Fire and Emergency Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 1260 Calendar days after receipt of Purchase Order.

E-ONE Metro100 Q148579R67	**$1,759,556.10**
10% Discount per Orange County Contract	($175,955.61)
Sub-Total	**$1,583,600.49**
Service and Equipment Allowance	$40,000.00
Total Price	**$1,623,600.49**

This quote is valid for 30 days unless extended in writing.

CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a material cost increase. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery. This bid price does not include the impact of tariffs on imported goods implemented since March 01, 2025, as the application or impact of such tariffs is not currently clear. Matheny (or OEM) reserves the right to change the price in accordance with contract terms in reference to tariffs implemented by the Federal Government.

CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Pricing is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discounted models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Matheny control and is above and beyond standard annual price increases.

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

Sarah Jackson
Sarah Jackson – Territory Sales Manager

10/28/25
Date

Dee Daniels
Dee Daniels – Director of Apparatus Sales

10/28/25
Date

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 23, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to an existing contract with PRIME ELECTRIC, LLC; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the amendment authorizing Prime Electric, LLC, to enter an agreement extending the terms of the original contract.

Analysis:
The purpose of this amendment is to extend the existing contract term from March 11, 2026, through March 11, 2028.

Procurement Analysis:
The original agreement was executed on March 11, 2019, in accordance with the City of Leesburg's procurement requirements for professional electrical services. The proposed amendment extends the term of the existing contract and does not change the scope of services. Pricing adjustments have been incorporated to reflect current market and economic conditions.

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

Fiscal Impact:
Any incurred expenses will be paid out of the respective budgets.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO AN EXISTING CONTRACT WITH PRIME ELECTRIC, LLC; 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 Prime Electric LLC, whose address is 1229 W. Main Street, Leesburg, FL 34748, for electrical/electrician services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT THREE
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS

THIS AGREEMENT is made as of the 23rd day of February 2026, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **PRIME ELECTRIC, LLC** whose address is 1229 West Main Street, Leesburg, Florida 34748 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement for an additional two (2) years starting March 11, 2026, through March 11, 2028.

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**

   a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2028.

   b. **Hourly Labor Rates.** Hourly labor rates have been increased. The new billable hourly rates are reflected in Table 1 and replace the rates included in the original Agreement as Attachment 'B'.

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**

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

Table 1 – Effective Billable Rates

BILLABLE RATES						
ITEM	CLASSIFICATION	UNIT	OLD REGULAR TIME RATE	NEW REGULAR TIME RATE	OLD OVERTIME RATE	NEW OVERTIME RATE
1	Master Electrician	Hour	$75.00	$125.00	$95.00	$145.00
2	Journeyman Electrician	Hour	$55.00	$75.00	$75.00	$95.00
3	Apprentice Electrician	Hour	$45.00	$65.00	$65.00	$85.00
4	Helper/Laborer	Hour	$35.00	$55.00	$55.00	$75.00
ITEM	COST ITEM	UNIT	OLD COST OR PERCENT	NEW COST OR PERCENT		
A1	Emergency Call Out Charge	Lump Sum	$0.00	$300.00		
A2	Material Markup	%	10%	15%		
A3	Rental Equipment Markup	%	10%	15%		

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

CITY OF LEESBURG, FLORIDA

_____
Allyson Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

PRIME ELECTRIC, LLC

By: _____

Its: President
(Title)

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 23, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for Airfield Signage Replacement Design Services, for the Leesburg International Airport; and providing an effective date.

Staff Recommendation:
Staff recommends execution of the AVCON, Inc. Task Order for the Airfield Signage Replacement Design, for an amount not to exceed $121,400.00.

Analysis:
The existing airfield signage, except for recent runway and taxiway improvement areas, is a mix of lit and unlit signs that are well beyond their service life. Many signs are not in the correct locations and are mismatched. This project will provide uniform lighted signs across the airfield. There are approximately 75 signs needing replacement.

This project is eligible for FAA Infrastructure Investment and Jobs Act (IIJA) funding only. The Airport's balance of IIJA funds is $1,053,704.00. The Airport will utilize a portion of that funding on an unrelated taxilane construction project that is currently in the design stage.

This safety-related project is a high priority. Rather than waiting to see the actual amount of IIJA funding left, the FAA will allow the Airport to start the project with airport funds, then request reimbursement in one lump sum for all remaining IIJA dollars, which is estimated to be $60,000.00.

The Airport Advisory Board discussed this at the January 8, 2026, meeting and unanimously recommended moving forward with the design using airport funds.

Procurement Analysis:
By Resolution 11,769, dated January 22, 2024, AVCON, Inc. is providing professional services on a continuing basis for services related to the Leesburg International Airport. This agreement is in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act.

Options:
1. Approve the AVCON, Inc. Task Order for design services; or,

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is partially funded by FAA IIJA funds. When known, the actual amount of funds will be reimbursed by the FAA in one lump sum. This project was not budgeted. A budget adjustment will be processed to use available Airport Cash Reserves for the full amount.

Account No.	048-8099-542-31.30
Project No.	480003
WF No.	1701041/1
Requisition	58278

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR AIRFIELD SIGNAGE REPLACEMENT DESIGN SERVICES, FOR THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822.

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 23rd day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS TASK ORDER is made as of the 23th day of February in the year 2026, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY", or "SPONSOR", or "OWNER"), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the "PROFESSIONAL", or "CONSULTANT", or "Consultant").

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as "Task Order") for professional services providing design services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals**.

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL's proposal included as ATTACHMENT 'A' for the project generally described as:

Project:
LEESBURG INTERNATIONAL AIRPORT
AIRFIELD SIGNAGE REPLACEMENT
DESIGN PHASE SERVICES

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **$121,400.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation. [*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

AVCON, INC.

By: _____

Printed: Sandeep Singh

Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Allyson Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

_____
William Watson, City Attorney

ATTACHMENT A

SCOPE OF SERVICES

Leesburg International Airport
Airfield Signage Replacement
Design Phase Services

PROJECT DESCRIPTION:
The project includes design services for the Airfield Signage Replacement project at Leesburg International Airport. The signs included in the project are depicted on Attachment C. Generally, the project includes replacement of existing airfield signage with new LED airfield signage. Signs will be connected to the nearest appropriate power source; no new homeruns are anticipated during this project. The proposed signs will be located to accommodate anticipated geometry improvements where practical. The project includes producing an airfield signage plan and prioritizing the signs for replacement.

PROJECT JUSTIFICATION:
The existing airfield signage, except for recent runway and taxiway improvement areas, is a mix of lit and unlit signs that are well beyond their service life expectancy. Many signs are not in the correct locations and are mismatched in size and style. This project will provide uniform lighted signs across the airfield.

TASKS AND COST:
This scope of services includes Design Phase Services. Total Lump Sum cost of this scope of services is $121,400.00.

SERVICES:

Administration
The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase
The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, and an Estimate of Construction Cost. The scope of services will include:

Task 1 – Schematic Design
Task 1 will include preparing Schematic Contract Documents for the Project, including Plans, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Acquire record drawings and as-builts.
- Field verify signage conditions.
- Develop schematic plans.
- Prepare Engineer's Report and construction cost estimate.

Task 2 - Preliminary Design
The Consultant shall address any changes requested by the Airport at the Schematic Design Review Meeting in this Phase. Task 2 will include preparing Preliminary Contract Documents for the Project, including Plans, Specifications, CSPP, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Develop Preliminary Plans.
- Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
- Submit FAA OE/AAA (Airspace Review).
- Develop general and technical specifications.
- Update Engineer's Report and construction cost estimate.

Task 3 - Final Design
The Consultant shall address any changes requested by the Airport at the Preliminary Design Review Meeting in this Phase. Task 3 will include Finalizing Contract Documents for the Project, including Plans, Specifications, CSPP, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Finalize design plans.
- Finalize CSPP and upload to OE/AAA for FAA review and approval.
- Finalize general and technical specifications.
- Prepare Final Engineer's Report and construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL

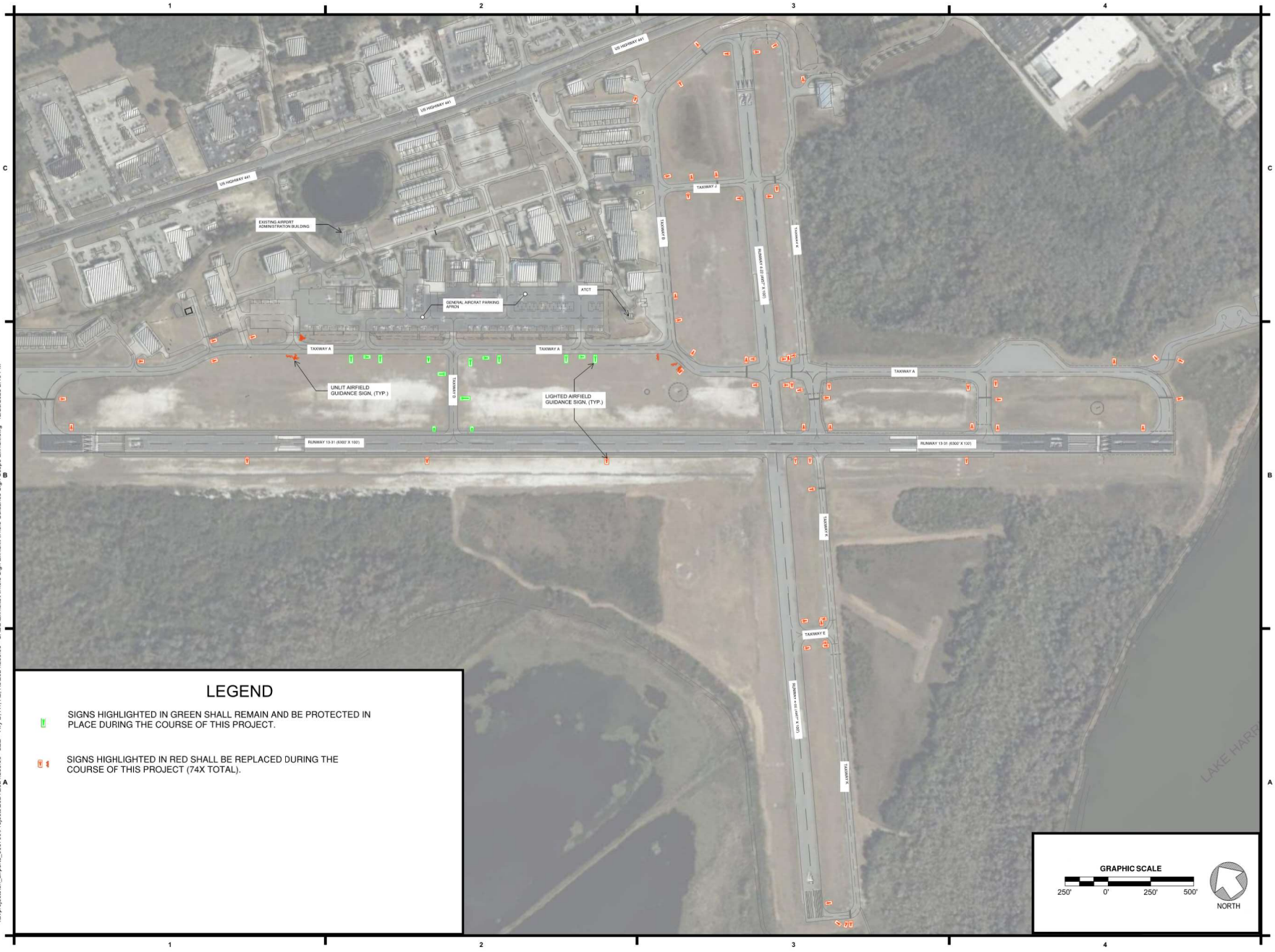
DESIGN SERVICES FOR AIRFIELD SIGNAGE REPLACEMENT

LEESBURG INTERNATIONAL AIRPORT

12/22/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 310	Rate/Hour:	$ 230	Rate/Hour:	$ 210	Rate/Hour:	$ 150	Rate/Hour:	$ 120	Rate/Hour:	$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**SCHEMATIC DESIGN**															
1.1	Grant Administration	8	$ 2,480	8	$ 1,840		$ -		$ -		$ -		$ -	16	$ 4,320	$ -
1.2	Acquire record drawings and as-builts		$ -	4	$ 920	8	$ 1,680	16	$ 2,400	16	$ 1,920		$ -	44	$ 6,920	$ -
1.3	Field verify signage conditions		$ -		$ -		$ -	16	$ 2,400	20	$ 2,400		$ -	36	$ 4,800	$ -
1.4	Develop schematic plans		$ -	8	$ 1,840	16	$ 3,360	24	$ 3,600	40	$ 4,800		$ -	88	$ 13,600	$ -
1.5	Prepare Engineer's Report and construction cost estimate		$ -	4	$ 920	4	$ 840	8	$ 1,200	16	$ 1,920	8	$ 640	40	$ 5,520	$ -
1.6	QA/QC	4	$ 1,240	4	$ 920	4	$ 840	4	$ 600		$ -		$ -	16	$ 3,600	$ -
	Subtotal	**12**	**$ 3,720**	**28**	**$ 6,440**	**32**	**$ 6,720**	**68**	**$ 10,200**	**92**	**$ 11,040**	**8**	**$ 640**	**240**	**$ 38,760**	**$ -**
2	**PRELIMINARY DESIGN**															
2.1	Grant Administration and Project Coordination	8	$ 2,480	8	$ 1,840		$ -		$ -		$ -		$ -	16	$ 4,320	$ -
2.2	Develop Preliminary Plans		$ -	8	$ 1,840	16	$ 3,360	40	$ 6,000	80	$ 9,600		$ -	144	$ 20,800	$ -
2.3	Develop Draft CSPP		$ -	4	$ 920	8	$ 1,680	16	$ 2,400		$ -		$ -	28	$ 5,000	$ -
2.4	Submit FAA OE/AAA (Airspace Review)		$ -		$ -	4	$ 840	4	$ 600		$ -	2	$ 160	10	$ 1,600	$ -
2.5	Develop general and technical specifications		$ -	4	$ 920	16	$ 3,360	16	$ 2,400		$ -	8	$ 640	44	$ 7,320	$ -
2.6	Update Engineer's Report and construction cost estimate		$ -	4	$ 920	8	$ 1,680	16	$ 2,400	8	$ 960	8	$ 640	44	$ 6,600	$ -
2.7	QA/QC	8	$ 2,480	8	$ 1,840	8	$ 1,680	8	$ 1,200		$ -		$ -	32	$ 7,200	$ -
	Subtotal	**16**	**$ 4,960**	**36**	**$ 8,280**	**60**	**$ 12,600**	**100**	**$ 15,000**	**88**	**$ 10,560**	**18**	**$ 1,440**	**318**	**$ 52,840**	**$ -**
3	**FINAL DESIGN**															
3.1	Grant Administration and Project Coordination	8	$ 2,480	8	$ 1,840		$ -		$ -		$ -		$ -	16	$ 4,320	$ -
3.2	Finalize design plans		$ -	4	$ 920	8	$ 1,680	16	$ 2,400	24	$ 2,880		$ -	52	$ 7,880	$ -
3.3	Finalize CSPP and upload to OE/AAA for FAA review and approval		$ -	4	$ 920	8	$ 1,680	16	$ 2,400		$ -		$ -	28	$ 5,000	$ -
3.4	Finalize general and technical specifications		$ -	4	$ 920	8	$ 1,680	8	$ 1,200		$ -	8	$ 640	28	$ 4,440	$ -
3.5	Prepare Final Engineer's Report and construction cost estimate		$ -	4	$ 920	4	$ 840	8	$ 1,200	8	$ 960	8	$ 640	32	$ 4,560	$ -
3.6	QA/QC	4	$ 1,240	4	$ 920	4	$ 840	4	$ 600		$ -		$ -	16	$ 3,600	$ -
	Subtotal	**12**	**$ 3,720**	**28**	**$ 6,440**	**32**	**$ 6,720**	**52**	**$ 7,800**	**32**	**$ 3,840**	**16**	**$ 1,280**	**172**	**$ 29,800**	**$ -**
	Total	**40**	**$ 12,400**	**92**	**$ 21,160**	**124**	**$ 26,040**	**220**	**$ 33,000**	**212**	**$ 25,440**	**42**	**$ 3,360**	**730**	**$ 121,400**	**$ -**

Total Project Fee	**$ 121,400**



LEGEND

SIGNS HIGHLIGHTED IN GREEN SHALL REMAIN AND BE PROTECTED IN PLACE DURING THE COURSE OF THIS PROJECT.

SIGNS HIGHLIGHTED IN RED SHALL BE REPLACED DURING THE COURSE OF THIS PROJECT (74X TOTAL).

GRAPHIC SCALE
250' 0' 250' 500'
NORTH

AVCON, INC.
ENGINEERS & PLANNERS
555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

LEESBURG INTERNATIONAL AIRPORT LEESBURG, FLORIDA

AIRFIELD SIGNAGE REPLACEMENT PROJECT SCOPE EXHIBIT

XREFS: x2423603_ExBaseMap-x2423603_exhibit_2b
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ATTACHMENT C

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 23, 2026

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Police Forfeiture and Fleet Services Funds for the carryovers from Fiscal Year 2024-25; and providing an effective date.

Staff Recommendation:
Staff recommends adoption of the attached resolution amending the fiscal year 2025-26 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Police Forfeiture and Fleet Services Funds for the carryovers from fiscal year 2024-25.

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.

The budget adjustment includes purchase orders that were issued prior to September 30, 2025, and the amounts were not included in the original budget for 2025-26, as well as projects not completed in last fiscal year.

General Fund	**Amount**	**Funding Source**
Downtown Redevelopment Grants	$ 375,000	Fund Balance
Purchasing Professional Services	22,588	Fund Balance
Drawer in Vehicle for Drones (Police)	6,425	Fund Balance
LifePak 38 Equipment (Fire)	55,914	Fund Balance
Venetian Gardens Bridge Repair (PW Facilities)	13,050	Fund Balance
Replace Fire Overhead door (PW Facilities)	28,605	Fund Balance
Replace Police Department A/C (PW Facilities)	117,464	Fund Balance
Demolition (Housing)	45,000	Fund Balance
Total General Fund	**$ 664,046**	

Stormwater Fund	**Amount**	**Funding Source**
Lake Robinhood Improvements	$1,151,576	Fund Balance
Carver Heights Engineering	42,664	Fund Balance
South St. Improvements	315,011	Fund Balance
Center Street Improvements	74,997	Fund Balance
Total Stormwater Fund	**$1,584,248**	

GLCRA Fund	**Amount**	**Funding Source**
FSL Grant Program	$ 20,000	Fund Balance
Total GLCRA Fund	**$ 20,000**	

Carver Heights CRA Fund	**Amount**	**Funding Source**
Housing Rehab Grant	$ 61,580	Fund Balance
Replace Resource Center AC	137,655	Fund Balance
Total Carver Heights CRA Fund	**$199,235**	

Highway 441/27 CRA Fund	**Amount**	**Funding Source**
Housing Rehab Grant	$ 31,100	Fund Balance
FSL Grant Program	38,692	Fund Balance
Total Highway 441/27 CRA Fund	**$ 69,792**	

Capital Projects Fund	**Amount**	**Funding Source**
Road Resurfacing	$ 172,500	Fund Balance (Gas Tax)
Sidewalks	86,199	Fund Balance (Gas Tax)
Traffic Signal Rehab	50,000	Fund Balance (Gas Tax)
Market St. Design	321,374	Fund Balance(GLCRA)
Downtown Parking Project	1,192,771	Fund Balance (Disc. Sales Tax)
Police Department Roof Replacement	850,000	Fund Balance (Disc. Sales Tax & Interest)
ADA Compliance	42,833	Fund Balance (Disc. Sales Tax)
John L. Johnson Bathroom	65,008	Fund Balance (Disc. Sales Tax)
3rd Street Restroom Remodel	50,000	Fund Balance (Disc. Sales Tax)
Marina Expansion	2,025,593	Fund Balance (General Fund Disc. Sales Tax, Interest & Trans. Solid Waste)
Susan Street Improvements	9,433,031	Lake County TDC Grant, ARPA, State Grant, Fund Balance (Rec. Imp. Fees, Carver CRA, Hwy 441/27 CRA)
Total Capital Projects Fund	**$ 14,289,309**	

Electric Fund	**Amount**	**Funding Source**
Itron- AMI Implementation	$ 503,156	Fund Balance
Transformers	44,828	Fund Balance
Distribution Lines	524,496	Fund Balance
Lights	443,367	Fund Balance
MOC Gate Replacement	15,670	Fund Balance
Subdivisions	224,140	Fund Balance
Substations	1,186,326	Fund Balance
ARCFM Software Replacement (IT)	50,000	Fund Balance
Total Electric Fund	**$ 2,991,983**	

Gas Fund	**Amount**	**Funding Source**
Engineering for Turnpike Widening	$ 13,955	Fund Balance
Leesburg Landing	63,633	Developer Contributed
Fox Pointe	11,776	Developer Contributed
Eagletail Landing	53,198	Developer Contributed
Silver Lake Pointe	76,008	Developer Contributed
Hodges Reserve	172,718	Developer Contributed
CR 44 6" Main	73,906	Fund Balance
Orange Bend Ranch	321,539	Developer Contributed
Blue Cedar	492,139	Developer Contributed
Tara Oaks	100,784	Developer Contributed
Troon Creek Preserve	84,794	Developer Contributed
Sunnyside Reserve	26,984	Developer Contributed
Oakstone Farms	118,197	Developer Contributed
CP Insulators & Valves	33,531	Fund Balance
466A Widening	150,000	Fund Balance
Villages Expansion-High Pressure	664,659	Fund Balance
DH-5 Tapping Machine	19,992	Fund Balance
Gate Stations	20,000	Fund Balance
Sabal Station 2	200,000	Fund Balance
Gas Relocation Project	905,911	Fund Balance
Reworld Regulator Station	70,710	Fund Balance
Regulators	36,616	Fund Balance
Security System	97,609	Fund Balance
SCADA Site Villages (2)	42,098	Fund Balance
Total Gas Fund	**$3,850,757**	

Water Fund	**Amount**	**Funding Source**
Impact Fee Study	$ 16,730	Fund Balance
Eng Services (Lead Study)	10,280	Fund Balance
Stock Subdivision Design	218,218	Fund Balance
Bentley Rd. 12" Main Rep Design	27,434	Fund Balance
Main Water Treatment Plant HSP	37,460	Fund Balance
Hwy 441 Perkins to SR 44	164,804	Fund Balance (R&R)
Troon Creek 2, LLC Developers	117,919	Fund Balance
Turnpike Widening-Relocation	3,618,170	Fund Balance (CR & R&R)

Total Water Fund	**$4,211,015**	
Wastewater Fund	**Amount**	**Funding Source**
Impact Fee Study	$ 16,730	Fund Balance
WWT Canal FDEP Permit Capacity Analysis	7,634	Fund Balance
Biosolids Trailer	77,423	Fund Balance
Hwy 441- Perkins to SR 44	205,820	Fund Balance (R&R)
Venetian Isle System Upgrades	135,938	Fund Balance (R&R)
Lift Station 54 Generator	92,400	Fund Balance (R&R)
Forcemain S. 27 (Royal HIghlands to Turnpike)	184,101	Fund Balance (R&R)
LIft Station #3 Land Purchase	20,000	Fund Balance (R&R)
Southern Corridor Forcemain Bypass	3,903	Fund Balance (R&R)
US Hwy 27 Utility Turnpike Relocate	1,460,270	Fund Balance (R&R)
522 Scenic St. Pipe Lining	33,311	Fund Balance (CR)
Turnpike Plant Expansion #2	1,780,120	Fund Balance (CR)
Floating Aerators Canal St.	96,593	Fund Balance (R&R)
Total Wastewater Fund	**$ 4,114,243**	
Airport Fund	**Amount**	**Funding Source**
Air Traffic Control Tower Project	$ 211,060	State Grant & Fund Balance
Hangar Design	9,500	Fund Balance
Hangar Corporate Building Construction	1,857,027	State Grant & Fund Balance
Farm Fuel Replacement Design	45,116	State Grant & Fund Balance
Farm Fuel Replacement Construction	1,375,000	State Grant & Fund Balance
Fuel Farm Replacement Construction	2,000,000	State Grant & Fund Balance
Taxiway Reconstruction Construction	2,655,566	State & Federal Grant & Fund Balance
Veteran's Rd Infrastructure Construction	1,842,961	State Grant & Fund Balance
EA Phase I NE Quad	120,224	State Grant & Fund Balance
Wildlife Fence	195,415	Federal Grant & Fund Balance
Taxilane Rehab- T Hangar Design	126,280	Federal Grant & Fund Balance
East Taxilines Reconstruction Design	142,000	State Grant & Fund Balance
Total Airport Fund	**$10,580,149**	
Police Forfeiture Fund	**Amount**	**Funding Source**
SWAT Vests	$30,000	Fund Balance
Total Police Forfeiture Fund	**$30,000**	
Fleet Services Fund	**Amount**	**Funding Source**
Replacement Vehicles (3)	$ 107,002	Fund Balance

Total Fleet Services Fund **$ 107,002**

Procurement Analysis:
N/A

Options:
1. Adopt the attached resolution amending the fiscal year 2025-26 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Police Forfeiture and Fleet Services Funds for the carryovers from fiscal year 2024-25; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
See Attached

FUND	FY 2026 ADOPTED	CHANGE	FY 2026 AMENDED
General	40,790,963	664,046	41,455,009
Stormwater	2,175,217	1,584,248	3,759,465
Housing Assistance	164,000		164,000
Greater Leesburg CRA	1,157,585	20,000	1,177,585
Carver Heights CRA	1,071,009	199,235	1,270,244
Hwy 441/27 CRA	3,476,958	69,792	3,546,750
Debt Service	1,816,457		1,816,457
Capital Projects	3,710,000	14,289,309	17,999,309
Electric	85,598,166	2,991,983	88,590,149
Gas	18,417,360	3,850,757	22,268,117
Water	15,039,719	4,211,015	19,250,734
Wastewater	18,194,989	4,114,243	22,309,232
Solid Waste	5,542,979		5,542,979
Airport	4,227,780	10,580,149	14,807,929
Police Pension	3,601,733		3,601,733
Fire Pension	2,360,279		2,360,279
General Employees Pension	3,255,000		3,255,000
Health Insurance	8,251,820		8,251,820
Workers' Compensation	1,492,810		1,492,810
Discretionary Sales Tax	5,501,942		5,501,942
Gas Tax	1,075,000		1,075,000
Building Permits	1,809,589		1,809,589
Police Forfeiture	-	30,000	30,000
Police Education Receipts	8,000		8,000
Police Impact Fees	55,500		55,500
Fire Impact Fees	-		-
Recreation Impact Fees	-		-
Fleet Services	5,135,326	107,002	5,242,328
Total	233,930,181	42,711,779	276,641,960

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE FISCAL YEAR 2025-26 BUDGET FOR THE GENERAL, STORMWATER, GREATER LEESBURG CRA, CARVER CRA, HWY 441/27 CRA, CAPITAL PROJECTS, ELECTRIC, GAS, WATER, WASTEWATER, AIRPORT, POLICE FORFEITURE AND FLEET SERVICES FUNDS FOR THE CARRYOVERS FROM FISCAL YEAR 2024-25 ; AND

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2025-26 on September 22, 2025, 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 2025-26 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2025-26 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 amount for use by the various funds during Fiscal Year 2025-26 as reflected below, including all modifications o amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2025-26 for the City of Leesburg, Florida

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	664,046
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	664,046
PROPOSED APPROPRIATIONS	
General Government	556,707
Public Safety	62,339
Economic Environment	45,000
TOTAL PROPOSED APPROPRIATIONS	664,046

STORMWATER

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	1,584,248
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,584,248
PROPOSED APPROPRIATIONS	
Physical Environment	1,584,248
TOTAL PROPOSED APPROPRIATIONS	1,584,248

GREATER LEESBURG CRA

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	20,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	20,000
PROPOSED APPROPRIATIONS	
Economic Environment	20,000
TOTAL PROPOSED APPROPRIATIONS	20,000

CARVER HEIGHTS CRA

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	199,235
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	199,235
PROPOSED APPROPRIATIONS	
Economic Environment	199,235
TOTAL PROPOSED APPROPRIATIONS	199,235

HWY 441/27 CRA

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	69,792
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	69,792
PROPOSED APPROPRIATIONS	
Economic Environment	69,792
TOTAL PROPOSED APPROPRIATIONS	69,792

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	1,371,000
Other Financing Sources:	
Fund Balance Appropriated- American Rescue Plan Administration	1,665,996
Fund Balance Appropriated	11,252,313
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	14,289,309
PROPOSED APPROPRIATIONS	
General Government	1,007,841
Transportation	1,822,844
Culture/ Recreation	11,458,624
TOTAL PROPOSED APPROPRIATIONS	14,289,309

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	2,991,983
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,991,983
PROPOSED APPROPRIATIONS	
Physical Environment	2,991,983
TOTAL PROPOSED APPROPRIATIONS	2,991,983

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated-Capital Contributed	1,521,770
Fund Balance Appropriated	2,328,987
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,850,757
PROPOSED APPROPRIATIONS	
Physical Environment	3,850,757
TOTAL PROPOSED APPROPRIATIONS	3,850,757

WATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	1,132,991
Fund Balance Appropriated	3,078,024
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,211,015
PROPOSED APPROPRIATIONS	
Physical Environment	4,211,015
TOTAL PROPOSED APPROPRIATIONS	4,211,015

WASTEWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated- Renewal & Replacement	2,102,432
Fund Balance Appropriated	2,011,811
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,114,243
PROPOSED APPROPRIATIONS	
Physical Environment	4,114,243
TOTAL PROPOSED APPROPRIATIONS	4,114,243

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	8,921,140
Other Financing Sources:	
Fund Balance Appropriated	1,659,009
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	10,580,149
PROPOSED APPROPRIATIONS	
Transportation	10,580,149
TOTAL PROPOSED APPROPRIATIONS	10,580,149

POLICE FORFEITURE

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	30,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	30,000
PROPOSED APPROPRIATIONS	
Public Safety	30,000
TOTAL PROPOSED APPROPRIATIONS	30,000

FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Fund Balance Appropriated	107,002
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	107,002
PROPOSED APPROPRIATIONS	
General Government	107,002
TOTAL PROPOSED APPROPRIATIONS	107,002

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	10,292,140
Total Estimated Revenues	10,292,140
Other Financing Sources:	
Fund Balance Appropriated- American Rescue Plan Administration	1,665,996
Fund Balance Appropriated- Capital Contributed	1,521,770
Fund Balance Appropriated	25,996,450
Fund Balance Appropriated- Renewal & Replacement	3,235,423
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	42,711,779
PROPOSED APPROPRIATIONS	
Transportation	12,402,993
Public Safety	92,339
General Government	1,671,550
Physical Environment	16,752,246
Economic Environment	334,027
Culture/ Recreation	11,458,624
TOTAL PROPOSED APPROPRIATIONS	42,711,779

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commissior 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 23rd day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Rollovers Budget Adjustments Additional Information

Fund:	PO #	Issue Date	Vendor	Description	Amount	Reason
General						
Misc				Downtown Redevelopment Grant	375,000	Grants were awarded, but not paid out in FY25, roll forward to FY 26 budget
Purchasing	538867	1/4/2024	Civic Iniatives, LLC	Professional Services	22,588	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
Police	540082	9/10/2025	Truckvault Inc.	Drawer in Vehicle for Drones	6,425	Funds were not spent in FY25 and was paid out in FY26 11/19/25
Fire	540124	9/23/2025	Stryker Sales Corp.	LifePak 38	55,914	Funds were not spent in FY25 and was paid out in FY26 10/10/25
PW Facilities	540083	9/10/2025	Creative Dock Design	Venetian Gardens Bridge Repair	13,050	Funds were not spent in FY25 and was paid out in FY26 12/3/25
PW Facilities	540086	9/10/2025	D H Pace Company	Replace Overhead Fire Station #63 Door	28,605	Funds were not spent in FY25 and was paid out in FY26 - 1/26/26
PW Facilities	539901	6/11/2025	Garden City West	Replacement of Police A/C Units	117,464	Funds were not spent in FY25 and was paid out in FY26 - 12/4/25
Housing				Demolition	45,000	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Total General Fund	**664,046**	
Stormwater						
				Lake Robinhood Improvements	1,151,576	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Carver Heights Engineering	42,664	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				South St. Improvements	315,011	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Center Street Improvements	74,997	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Total Stormwater	**1,584,248**	
Greater Leesburg CRA						
				Housing Rehab Grant	20,000	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Total Greater Leesburg CRA	**20,000**	
Carver Heights/ Montclair Area CRA						
				Housing Rehab Grant	61,580	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
	539900	6/11/2025	Garden City West	Replace Resource Center AC Units	137,655	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Total Carver Heights/ Montclair Area CRA	**199,235**	
Hwy 441/27 CRA						
				Housing Rehab Grant	31,100	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				FSL Grant Program	38,692	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Total Hwy 441/27 CRA	**69,792**	
Capital Projects						
				Road Resurfacing	172,500	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Sidewalks	86,199	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Traffic Signal Rehab	50,000	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Market St. Design	321,374	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Downtown Parking Project	1,192,771	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
	540084	9/10/2025	Garland/DBS	Police Department Roof Replacement	850,000	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				ADA Compliance Improvements	42,833	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				John L. Johnson Bathroom	65,008	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				3rd St. Bathroom Remodel	50,000	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Marina Expansion	2,025,593	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Susan Street Improvements	9,433,031	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Total Capital Projects	**14,289,309**	

Rollovers Budget Adjustments Additional Information (cont.)

Fund:	PO #	Issue Date		Description		Amount	Reason
Electric							
	539467	11/18/2024	Itron	Itron AMI Implementation		503,156	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
	540065	9/4/2025	Florida Municipal	ARCFM Software Replacement (IT)		50,000	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Transformers		44,828	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Distribution Lines		524,496	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Lights		443,367	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
	539960	7/15/2025	Visionary Systems	MOC Gate Replacement		15,670	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Subdivisions		224,140	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Substations		1,186,326	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
					Total Electric	**2,991,983**	
Gas							
	539161	6/27/2024	Halff Associates	Engineering for Turnpike Widening		13,955	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Leesburg Landing Developer Contributed Project		63,633	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Fox Pointe Developer Contributed Project		11,776	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Eagletail Landing Developer Contributed Project		53,198	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Silver Lake Pointe Developer Contributed Project		76,008	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Hodges Reserve Developer Contributed Project		172,718	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				CR 44 6" Main		73,906	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Orange Bend Ranch Developer Contributed Project		321,539	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Blue Cedar Developer Contributed Project		492,139	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Tara Oaks Developer Contributed Project		100,784	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Troon Creek Preserve Developer Contributed Project		84,794	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Sunnyside Reserve Developer Contributed Project		26,984	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Oakstone Farms Developer Contributed Project		118,197	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				CP Insulators & Valves		33,531	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				466 A Widening		150,000	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Villages Expansion- High Pressure		664,659	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				DH-5 Tapping Machine		19,992	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Gate Station		20,000	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Sabal Station 2		200,000	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Gas Relocation Project		905,911	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Reworld Regulator Station		70,710	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Regulators		36,616	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Security System		97,609	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				SCADA Site Villages (2)		42,098	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
					Total Gas	**3,850,757**	
Water							
	539596	1/15/2025	Jones Edmunds	Impact Fee Study		16,730	Funds were not spent in FY25 and was paid out in FY26 - 12/3/25
	539413	10/30/2024	Dewberry Engineers	Lead Study		10,280	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
	540014	8/12/2025	Halff Associates	Stock Subdivision Design		218,218	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
	540016	8/13/2025	Halff Associates	Bentley Road 12" Main Replacement Design		27,434	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
	540129	9/25/2025	Process Control	Main Water Treatment Plant High Service Pump		37,460	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Hwy 441 Perkins to SR 44		164,804	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Troon Creek 2, LLC Developers		117,919	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Turnpike Widening- Relocation		3,618,170	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
					Total Water	**4,211,015**	
Wastewater							
	539596	1/15/2025	Jones Edmunds	Impact Fee Study		16,730	Funds were not spent in FY25 and was paid out in FY26 - 12/3/25
	539709	3/5/2025	Jones Edmunds	WWT Canal FDEP Permit Capacity Analysis		7,634	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
	539928	6/24/2025	MAC Trailer	Biosolids Trailer		77,423	Funds were not spent in FY25 and was paid out in FY26 - 11/17/25
				Highway 441 Perkins to SR 44		205,820	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Venetian Isle System Upgrade		135,938	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Lift Station 54 Generator		92,400	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Forcemain S. 27 (Royal Highlands to Turnpike)		184,101	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Lift Station #3 Land Purchase		20,000	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Southern Corridor Forcemain Bypass		3,903	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				US Hwy 27 Utility Turnpike Relocate		1,460,270	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				522 Scenic St. Pipe Lining		33,311	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Turnpike Plant Expansion to 6 MGD		1,780,120	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Floating Aerators Canal St		96,593	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
					Total Wastewater	**4,114,243**	

Rollovers Budget Adjustments Additional Information (cont.)

Fund:	PO #	Issue Date		Description	Amount	Reason
Airport						
				ATCT Rehabilitation	211,060	State Grant was awarded to the City, project was not completed in FY26
				Hangar Design	9,500	Project was not completed in FY25, remaining funds need to be rolled forward to FY26 budget
				Hangar Corporate Building Construction	1,857,027	State Grant was awarded to the City, project was not completed in FY26
				Farm Fuel Replacement Design	45,116	State Grant was awarded to the City, project was not completed in FY26
				Farm Fuel Replacement Construction	1,375,000	State Grant was awarded to the City, project was not completed in FY26
				Fuel Farm Tank Construction	2,000,000	State Grant was awarded to the City, project was not completed in FY26
				Taxiway Reconstruction Construction	2,655,566	Grants were awarded to the City, project was not completed in FY26
				Veteran's Road Infrastructure Construction	1,842,961	State Grant was awarded to the City, project was not completed in FY26
				EA Phase I NE Quad	120,224	State Grant was awarded to the City, project was not completed in FY26
				Taxilane Rehabilitation- T Hangar Design	126,280	Federal Grant was awarded to the City, project was not completed in FY26
				Wildlife Fence	195,415	Federal Grant was awarded to the City, project was not completed in FY26
				East Taxilines Reconstruction Design	142,000	State Grant was awarded to the City, project was not completed in FY26
				Total Airport	**10,580,149**	
Police Forfeiture						
				SWAT Vests	30,000	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Total Police Forfeiture	**30,000**	
Fleet Services						
				Replace Electric Bucket Truck- tag	152	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
	539763	3/27/2025	Garber Chevrolet	Replace Police 2006 Ford Taurus	30,423	Vehicle was ordered in FY25, was received 12/19/25, funds need to be rolled forward to FY26
	539763	3/27/2025	Garber Chevrolet	Replace Police 2005 Charger	30,423	Vehicle was ordered in FY25, was received 12/19/25, funds need to be rolled forward to FY26
				Replace Police 2020 Ford Explorer (totaled in accident)	46,004	Funds were not spent in FY25 and need to be rolled forward to FY26 budget
				Total Fleet Services	**107,002**	
				Total Rollover Budget Adjustments	**42,711,779**	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 23, 2026

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Greater Leesburg CRA, Carver Heights CRA, Capital Projects, Gas and Fleet Services Funds for the First Quarter; and providing an effective date.

Staff Recommendation:
Staff recommends adoption of the attached resolution amending the Fiscal Year 2025-26 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**
Edward Byrne Grant- 4 tasers (Police)	$ 10,270	Federal Grant
Total General Fund	**$ 10,270**	

Greater Leesburg CRA Fund	**Amount**	**Funding Source**
CDBG Grants for Sidewalks	$ 51,141	Fed. Grant & Fund Balance
Total Greater Leesburg CRA Fund	**$ 51,141**	

Carver Heights CRA Fund	**Amount**	**Funding Source**
CDBG Grants for Sidewalks	$ 107,515	Fed. Grant & Fund Balance
Total Carver Heights CRA Fund	**$ 107,515**	

Capital Projects Fund	**Amount**	**Funding Source**
Susan St. Championship video Board	$ 150,000	Contributions & Donations
Marina Renovation Project	250,000	State Grant
Total Capital Projects Fund	**$ 400,000**	

Gas Fund	**Amount**	**Funding Source**
Silver Lake Estates Phase I	$ 44,182	Developer Contributed
Manor Oaks	332,849	Developer Contributed
Windy Oaks	364,436	Developer Contributed
Morningside at Silver Lake	368,916	Developer Contributed

Total Gas Fund	**$ 1,110,383**	
Fleet Services Fund	**Amount**	**Funding Source**
Replace Electric Generator	$ 176,810	Recovery from Losses & Fund Balance
Replace Police Cruiser	24,698	Recovery from Losses & Fund Balance
Total Fleet Services Fund	**$ 201,508**	

Procurement Analysis:
N/A

Options:
1. Adopt the attached resolution amending the Fiscal Year 2025-26 Budget for the General, Greater Leesburg CRA, Carver Heights CRA, Capital Projects, Gas and Fleet Services Funds for the First Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
See attached

FUND	FY 2026 ADOPTED	CHANGE	FY 2026 AMENDED
General	41,455,009	10,270	41,465,279
Stormwater	3,759,465	-	3,759,465
Housing Assistance	164,000	-	164,000
Greater Leesburg CRA	1,177,585	51,141	1,228,726
Carver Heights CRA	1,270,244	107,515	1,377,759
Hwy 441/27 CRA	3,546,750	-	3,546,750
Debt Service	1,816,457	-	1,816,457
Capital Projects	17,999,309	400,000	18,399,309
Electric	88,590,149	-	88,590,149
Gas	22,268,117	1,110,383	23,378,500
Water	19,250,734	-	19,250,734
Wastewater	22,309,232	-	22,309,232
Solid Waste	5,542,979	-	5,542,979
Airport	14,807,929	-	14,807,929
Police Pension	3,601,733	-	3,601,733
Fire Pension	2,360,279	-	2,360,279
General Employees Pension	3,255,000	-	3,255,000
Health Insurance	8,251,820	-	8,251,820
Workers' Compensation	1,492,810	-	1,492,810
Discretionary Sales Tax	5,501,942	-	5,501,942
Gas Tax	1,075,000	-	1,075,000
Building Permits	1,809,589	-	1,809,589
Police Forfeiture	30,000	-	30,000
Police Education Receipts	8,000	-	8,000
Police Impact Fees	55,500	-	55,500
Fire Impact Fees	-	-	-
Recreation Impact Fees	-	-	-
Fleet Services	5,242,328	201,508	5,443,836
Total	276,641,960	1,880,817	278,522,777

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE FISCAL YEAR 2025-26 BUDGET FOR THE GENERAL, GREATER LEESBURG CRA, CARVER HEIGHS CRA, CAPITAL PROJECTS, GAS AND FLEET SERVICES FUNDS FOR THE FIRST QUARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2025-26 on September 22, 2025, 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 2025-26 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2025-26 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 amount for use by the various funds during Fiscal Year 2025-26 as reflected below, including all modifications o amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2025-26 for the City of Leesburg, Florida

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	10,270
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	10,270
PROPOSED APPROPRIATIONS	
Public Safety	10,270
TOTAL PROPOSED APPROPRIATIONS	10,270

GREATER LEESBURG CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	45,641
Other Financing Sources:	
Fund Balance Appropriated	5,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	51,141
PROPOSED APPROPRIATIONS	
Economic Environment	51,141
TOTAL PROPOSED APPROPRIATIONS	51,141

CARVER HEIGHTS CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	96,515
Other Financing Sources:	
Fund Balance Appropriated	11,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	107,515
PROPOSED APPROPRIATIONS	
Economic Environment	107,515
TOTAL PROPOSED APPROPRIATIONS	107,515

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Miscellaneous Revenue	150,000
Intergovernmental Revenue	250,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	400,000
PROPOSED APPROPRIATIONS	
Culture/Recreation	400,000
TOTAL PROPOSED APPROPRIATIONS	400,000

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Sources	1,110,383
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,110,383
PROPOSED APPROPRIATIONS	
Physical Environment	1,110,383
TOTAL PROPOSED APPROPRIATIONS	1,110,383

FLEET SERVICES FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Miscellaneous Revenue	176,415
Other Financing Sources:	
Fund Balance Appropriated	25,093
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	201,508
PROPOSED APPROPRIATIONS	
General Government	201,508
TOTAL PROPOSED APPROPRIATIONS	201,508

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	402,426
Miscellaneous Revenue	326,415
Othere Sources	1,110,383
Total Estimated Revenues	1,839,224
Other Financing Sources:	
Fund Balance Appropriated	41,593
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,880,817
PROPOSED APPROPRIATIONS	
General Government	201,508
Public Safety	10,270
Physical Environment	1,110,383
Culture/Recreation	400,000
TOTAL PROPOSED APPROPRIATIONS	1,880,817

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commissior 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 23rd day of February 2026.

Mayor

ATTEST:

City Clerk

1st Quarter Budget Adjustments Additional Information

Fund:	Description		Amount	Reason
General Fund				
Police	Edward Byrne Grant (4 Tasers)		10,270	City Commission approved 9/8/25, Grant was awarded to the City 10/1/25
		Total General Fund	**10,270**	
Greater Leesburg CRA Fund				
	CDBG Grant for Sidewalks		51,141	City Commission approved 5/12/25, Grant was awarded to the City 10/1/25
		Total Greater Leesburg CRA Fund	**51,141**	
Carver Heights CRA Fund				
	CDBG Grant for Sidewalks		107,515	City Commission approved 5/12/25, Grant was awarded to the City 10/1/25
		Total Carver Heights CRA Fund	**107,515**	
Capital Projects Fund				
	Susan Street Championship Video Board		150,000	City Commission approved 10/27/25, Check was received by City 12/5/25
	Marina Renovation Project- State Grant		250,000	Grant was awarded to the City 11/3/25
		Total Capital Projects Fund	**400,000**	
Gas Fund				
	Silver Lake Estates Phase I		44,182	City Commission approved 9/11/23, increased costs, City received check 10/2/25
	Manor Oaks		332,849	City Commission approved 11/12/24, City received check 10/29/25
	Windy Oaks		364,436	City Commission approved 2/13/23, City received check 12/2/25
	Morningside at Silver Lake		368,916	City Commission approved 9/9/24, City received check 12/30/25
		Total Gas Fund	**1,110,383**	
Fleet Services Fund				
	Replace Electric Generator		176,810	Generator #4011 was totaled, City Received Insurance payment of $172,015, remainder Fleet Cash
	Replace Police Vehicle which was totaled		24,698	Vehicle #8142 was totaled, City Received Insurance payment of $4,400, remainder Fleet Cash
		Total Fleet Services Fund	**201,508**	
		Total 1st Qtr Budget Adjustments	**1,880,817**	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 23, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 444873-3-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the Fuel Tanks construction of the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:
Staff recommends approval and execution of the FDOT PTGA.

Analysis:
The Florida Department of Transportation has presented a grant for the Fuel Farm Tanks Construction at 80% funding, based on estimates.

Procurement Analysis:
N/A

Options:
1. Approve and execute PTGA 444783-3-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The current Airport Capital Projects budget includes funds for this project. This project has been approved for a FDOT reimbursable grant which will fund 80% of this project.

Account No.	048-0000-334-4100
Project No.	480003
WF No.	WF1383912/3

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PUBLIC TRANSPORTATION GRANT AGREEMENT 444873-3-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE FUEL TANKS CONSTRUCTION OF THE FUEL FARM PROJECT AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with The Florida Department of Transportation, whose address is 719 S. Woodland Boulevard, DeLand, FL 32720.

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 23rd day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
444873-3-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000362006
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Fuel Farm Tank Construction at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   __ **Seaports**
   __ **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   __ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $750,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $600,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Leesburg	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: James S. Stroz, Jr., P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Purchase and installation of new fuel farm tanks and related equipment/materials.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to bidding award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project.

The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "Aviation Fuel Facility" at Leesburg International Airport, dated August 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

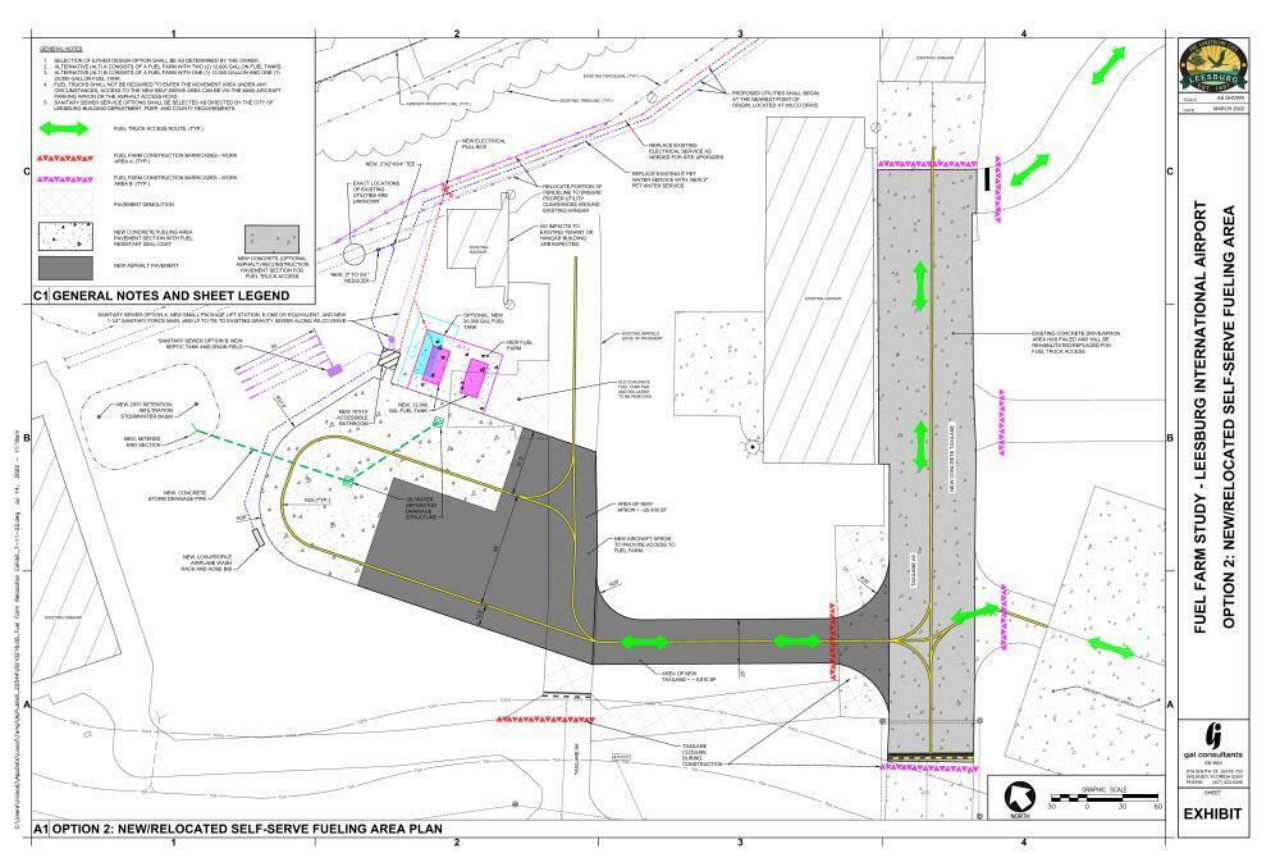

GENERAL NOTES
1. SELECTION OF EITHER DESIGN OPTION SHALL BE AS DETERMINED BY THE OWNER.
2. ALTERNATIVE (ALT) A CONSISTS OF A FUEL FARM WITH TWO (2) 12,000 GALLON FUEL TANKS.
3. ALTERNATIVE (ALT) B CONSISTS OF A FUEL FARM WITH ONE (1) 12,000 GALLON AND ONE (1) 20,000-GALLON FUEL TANK.
4. FUEL TRUCKS SHALL NOT BE REQUIRED TO ENTER THE MOVEMENT AREA UNDER ANY CIRCUMSTANCES. ACCESS TO THE NEW RELOCATED AREA CAN BE VIA THE MAIN AIRCRAFT PARKING APRON OR THE ASPHALT ACCESS ROAD.
5. SANITARY SEWER SERVICE OPTIONS SHALL BE SELECTED AS DIRECTED BY THE CITY OF LEESBURG BUILDING DEPARTMENT, FDEP, AND COUNTY REQUIREMENTS.
FUEL TRUCK ACCESS ROUTE (TYP.)
FUEL FARM CONSTRUCTION BARRICADES - WORK AREA A (TYP.)
FUEL FARM CONSTRUCTION BARRICADES - WORK AREA B (TYP.)
PAVEMENT DEMOLITION
NEW CONCRETE FUELING AREA PAVEMENT SECTION WITH FUEL RESISTANT SEAL COAT
NEW ASPHALT PAVEMENT
NEW CONCRETE (OPTIONAL ASPHALT) RECONSTRUCTION PAVEMENT SECTION FOR FUEL TRUCK ACCESS
C1 GENERAL NOTES AND SHEET LEGEND
EXISTING PERIMETER FENCING (TYP.)
AIRPORT PROPERTY LINE (TYP.)
EXISTING TAXILANE (TYP.)
PROPOSED UTILITIES SHALL BEGIN AT THE NEAREST POINT OF ORIGIN LOCATED AT MILLCO DRIVE
NEW ELECTRICAL PULL BOX
NEW 2"X2"X24" TEE
REPLACE EXISTING ELECTRICAL SERVICE AS NEEDED FOR SITE UPGRADES
REPLACE EXISTING 6" PET WATER SERVICE WITH A NEW 2" PET WATER SERVICE
EXACT LOCATIONS OF EXISTING UTILITIES ARE UNKNOWN
RELOCATE PORTION OF PERIMETER UTILITY GUARANTEE AROUND EXISTING HANGAR
NO IMPACTS TO EXISTING TENANT OR HANGAR BUILDING AREA EXPECTED
NEW 2" TO 3/4" REDUCER
EXISTING HANGAR
SANITARY SEWER OPTION A: NEW SMALL PACKAGE LIFT STATION, E-ONE OR EQUIVALENT, AND NEW 1-1/4" SANITARY FORCE MAIN, ABOUT 10 TIE TO EXISTING GRAVITY SEWER ALONG MILLCO DRIVE
SANITARY SEWER OPTION B: NEW SEPTIC TANK AND DRAIN FIELD
OPTIONAL NEW 20,000 GAL FUEL TANK
NEW FUEL FARM
EXISTING ASPHALT EDGE OF PAVEMENT
FLY CONCRETE AND ASPHALT PAVEMENT TO BE REMOVED
EXISTING CONCRETE DRIVE/APRON AREA HAS FAILED AND WILL BE REHABILITATED/REPLACED FOR FUEL TRUCK ACCESS
NEW DRY RETENTION/ INFILTRATION STORMWATER BASIN
NEW MITERED END SECTION
NEW 12,000 GAL FUEL TANK
NEW SEPTIC ACCESSIBLE BATHROOM
NEW CONCRETE STORM DRAINAGE PIPE
FDEP (TYP.)
OIL/WATER SEPARATOR/ DRAINAGE STRUCTURE
AREA OF NEW APRON = ~20,400 SF
NEW AIRCRAFT APRON TO PROVIDE ACCESS TO FUEL FARM
NEW LOW-PROFILE AIRPLANE WASH RACK AND HOSE BIB
AREA OF NEW TAXILANE = ~ 5,810 SF
TAXILANE CLOSURE DURING CONSTRUCTION
EXISTING HANGAR
TAXILANE 4A
TAXILANE 4B
EXISTING CONCRETE TAXILANE
EXISTING HANGAR
EXISTING HANGAR
EXISTING HANGAR

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444873-3-94-01	DDR	088719	2026	751000	55.004	Aviation Grant Program	$600,000.00
444873-3-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	$150,000.00
	Total Financial Assistance						$750,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$600,000.00	$150,000.00	$0.00	$750,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$600,000.00	$150,000.00	$0.00	$750,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Heather Grubert (email: heather.grubert@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Heather Grubert.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $600,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: February 23, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from THISISLEESBURG, LLC, joined by Bank Ozk; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution accepting a Utility Easement from THISISLEESBURG, LLC, and Joinder and Consent to Utility Easement from Bank Ozk.

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

Procurement Analysis:
N/A

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

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE PROPERTY DESCRIBED THEREIN FROM THISISLEESBURG, LLC, JOINED BY BANK OZK; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by THISISLEESBURG, LLC, joined by Bank Ozk, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 25th day of February, 2025 by **THISISLEESBURG, LLC,** a Florida limited liability company, whose mailing address is 2215 Gulf Blvd., Indian Rocks Beach, Florida 33785 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Signature

Roy De Goa.
Printed Name

2215 Gulf Blvd.
Address IRB FL 33785

Signature

Tom Fox
Printed Name

2215 Gulf Blvd
Address IRB FL 33785

GRANTOR:

THISISLEESBURG , LLC, a Florida limited liability company

Randall S. Cortner, Manager

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this 25th day of February, 2025, by Randall S Cortner as Manager of THISISLEESBURG , LLC, a Florida limited liability company, on behalf of the company who is [X] personally known to me or [_] who produced the following identification:

Notary Public Signature

Amy Laureigh
Notary Public Name

My Commission Number: HH212837
My Expiration Date: January 3, 2026

(seal)

AMY LAUREIGH
Notary Public - State of Florida
Commission # HH 212837
My Comm. Expires Jan 3, 2026
Bonded through National Notary Assn.

JOINDER AND CONSENT TO UTILITY EASEMENT

BANK OZK, an Arkansas state bank with offices at 18000 Cantrell Road, Little Rock, AR 72223, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **THISISLEESBURG, LLC**, a Florida limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Construction Mortgage with Security Agreement, Assignment of Rents and Leases, and Fixture Financing Statement dated September 29, 2021, and recorded on October 13, 2021, in Official Records Book 5814, Page 643, Public Records of Lake County, Florida and the Absolute Assignment of Rents and Leases dated September 29, 2021 and recorded on October 13, 2021 in Official Records Book 5814, Page 658, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Emily Bundrick
Printed Name: Emily Bundrick
Address: 18000 Cantrell, LR, AR

Marie Richardson
Printed Name: Marie Richardson
Address: 18000 Cantrell, LR AR 72223

BANK OZK, an Arkansas state bank

By: _____
Print Name: Drew Mentzer
Title: SVP Commercial Banker

STATE OF ARKANSAS
COUNTY OF Pulaski

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of March, 2025, by Jennifer May, as _____ of BANK OZK, an Arkansas state bank, on behalf of the bank, who is ___ personally known or produced _____ as identification.

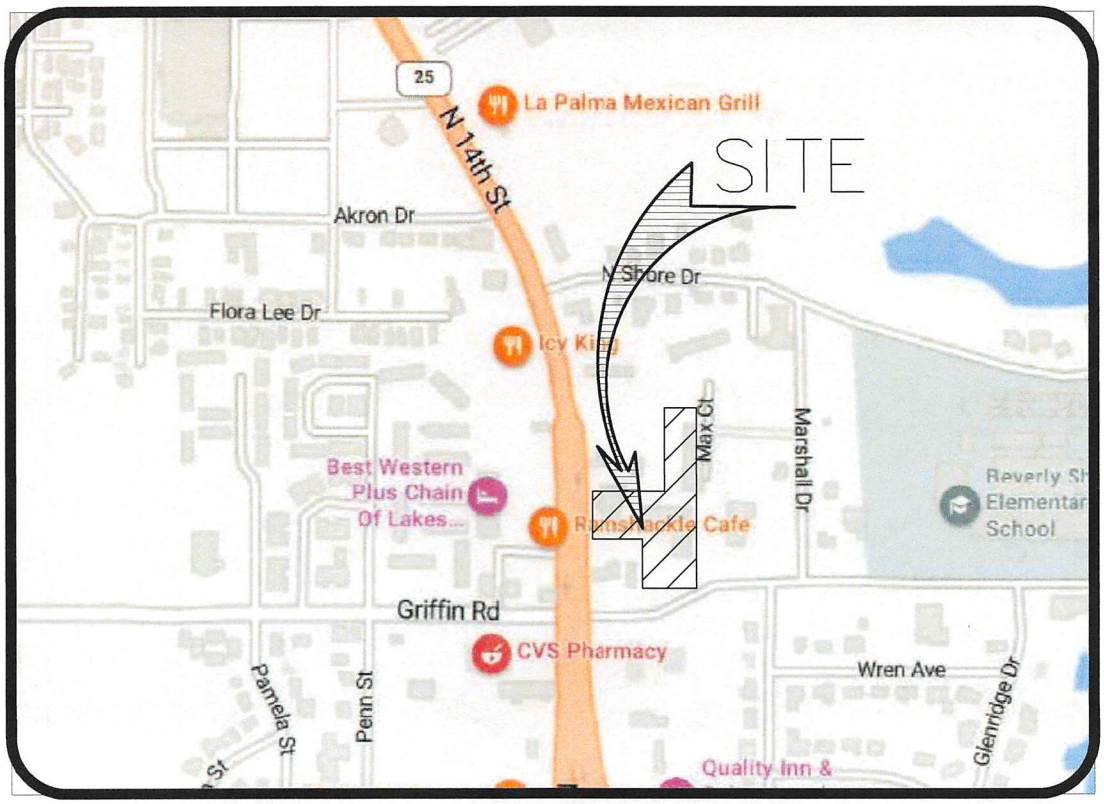
(Seal)

JENNIFER MAY Commission No. 12701675 NOTARY PUBLIC My Commission Expires 4-24-2027 SALINE COUNTY, ARKANSAS

Jennifer May
NOTARY PUBLIC

EXHIBIT "A"
SKETCH AND LEGAL DESCRIPTION
1308 N 14TH ST LEESBURG FL, 34748
FOLIO: 14-19-24-0003-000-02701
10' UTILITY EASEMENT

A PORTION OF
SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

NOTES:

- "THE MINIMUM VERTICAL CLEARANCE OF THIS EASEMENT IS TWENTY FIVE (25) FEET ABOVE GRADE.
- THESE EASEMENT STRIPS FORM A CLOSED GEOMETRIC FIGURE.

SURVEYOR'S NOTES:

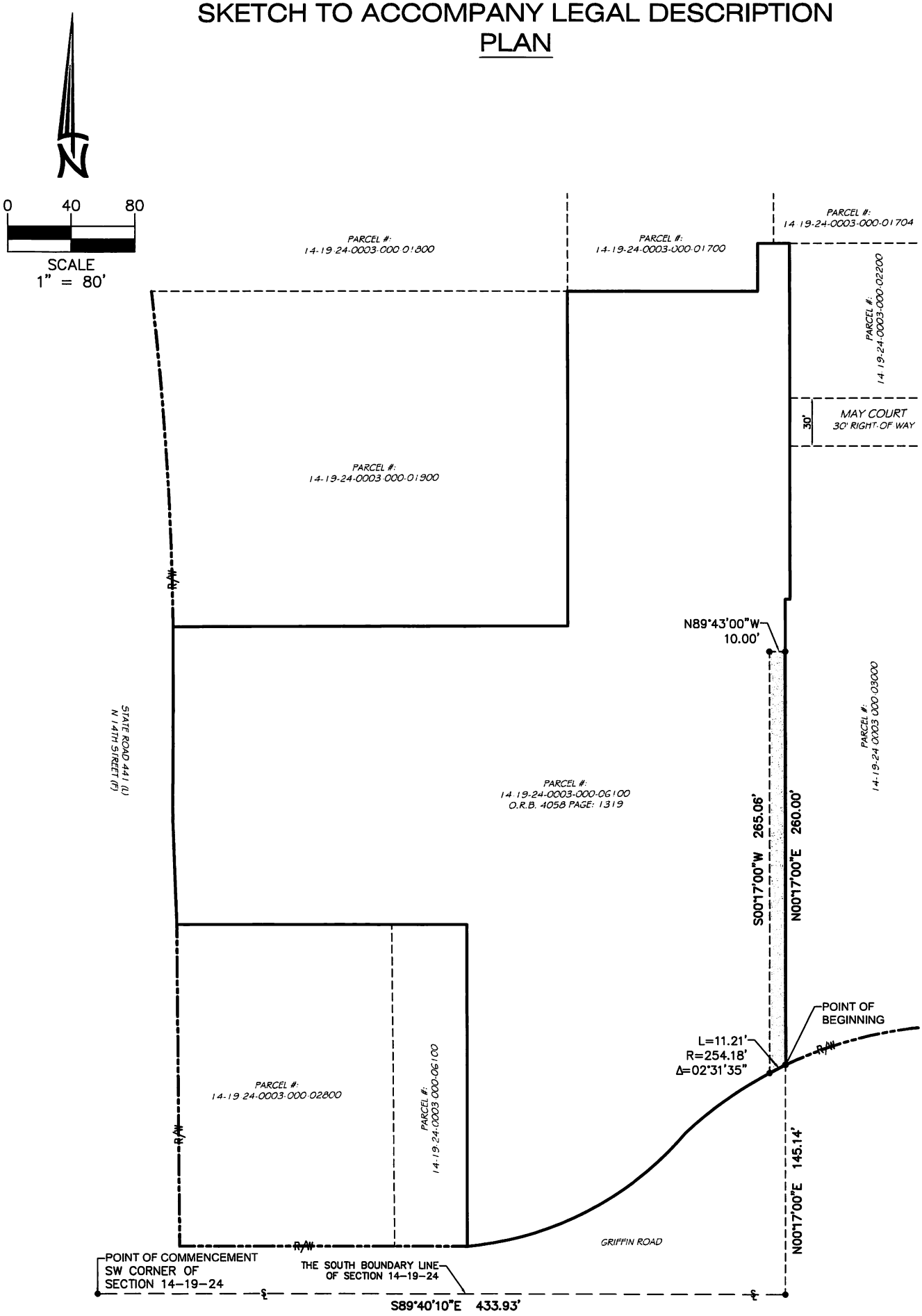
1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE SECTION LINE OF SECTION 14-19-24 AS SHOWN.

ABBREVIATIONS

SYMBOL	DEFINITION
℄	SECTIONLINE
R/W	RIGHT-OF-WAY
PB.	PLAT BOOK
PG.	PAGE
P/L	PROPERTY LINE
ℳ	MONUMENT LINE

NOTICE: Not full and complete without pages 1, 2, & 3 of 3.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PLAN



NOTICE: Not full and complete without pages 1, 2, & 3 of 3.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
LEGAL DESCRIPTION

A 10 foot wide Utility Easement that is located on the Easterly line of a property lying on a portion of Section 14, Township 19 South, Range 24 East, as described in O.R.B. 4058 at Page 1319,of the Public Records of Lake County, Florida; being more particularly described as follows:

COMMENCE at the South West corner of Section 14, Township 19 South, Range 24 East; THENCE run S89°40'10"E along the South Boundary Line of Section 14, Township 19 South, Range 24 East, for a distance of 433.93 feet; THENCE run N00°17'00"E for a distance of 145.14 feet to the **POINT OF BEGINNING** of the 10 foot Wide Easement; THENCE run N00°17'00"E for a distance of 260.00 feet; THENCE run N89°43'00"W for a distance of 10.00 feet; THENCE run S00°17'00"W for a distance of 265.06 feet; THENCE run along a circular curve concave to the South East, having for its elements a radius of 254.18 feet, a central angle of 02°31'35" for an Arc distance of 11.21 feet to the **POINT OF BEGINNING.**

Containing 2,625 square feet or 0.06 acres more or less by calculations.

SURVEYOR'S CERTIFICATE:

I hereby certify to that this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

By: Arturo R Toirac Digitally signed by Arturo R Toirac Date: 2025.01.17 09:47:49 -05'00' Date: 01-17-2025

Arturo R. Toirac, P.S.M.
Professional Surveyor and Mapper LS3102
13217 S.W. 46th Lane
Miami, Florida 33175
786.413.5822 phone

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required pursuant to Rule 5J-17.051 through 5J-17.053 of the Florida Administrative.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.6.
Meeting Date:	February 23, 2026
From:	Dan Miller, (Planning and Zoning Director), Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, approving the First Amendment to the Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, TLC Whitemarsh, LLC, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Preservation Place)

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

Analysis:
A proportionate share mitigation agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. The original proportionate share mitigation agreement was entered into and recorded January 23, 2024, in Official Records Book 6274, page 30, in the Public Records of Lake County, Florida.

The Applicant/Property Owner has requested a one (1) year extension and the School Board and City are willing to provide such extension under the terms and conditions contained herein.

This First Amendment extends the term of the original agreement until January 23, 2027.

This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:
N/A

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

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

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE PROPORTIONATE SHARE MITIGATION AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, TLC WHITEMARSH, LLC, AND THE CITY OF LEESBURG, FLORIDA TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE. (PRESERVATION PLACE)

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

THAT the Mayor and City Clerk are hereby authorized to execute a First Amendment to the Proportionate Share Mitigation Agreement, under Lake County School Concurrency Case Number 2023-17, for the Project known as Preservation Place, as attached hereto, between the Lake County School Board, whose address is 201 West Burliegh Avenue, Tavares, Florida 32778, and TLC Whitemarsh, LLC, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Oakland, Florida 32803, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

FIRST AMENDMENT TO PROPORTIONATE SHARE MITIGATION AGREEMENT FOR PRESERVATION PLACE CASE #2023-17

THIS FIRST AMENDMENT is made effective this ___ day of _____, 2026 by and between The School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 ("**School Board**"), **TLC Whitemarsh, LLC,** a Florida limited liability company, whose address is 605 Commonwealth Avenue, Oakland, Florida 32803, ("**Applicant/Property Owner**") and the City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, FL 34748 ("**City**").

WHEREAS, Applicant/Property Owner, School Board and City previously entered into that certain Proportionate Share Mitigation Agreement recorded January 23, 2024 in Official Records Book 6274, Page 30, in the Public Records of Lake County, Florida (the "**Agreement**").

WHEREAS, under Section 6 of the Agreement, the Agreement is subject to termination if Applicant/Property Owner fails to record a plat, unless Applicant has proceeded in good faith and in a diligent and timely manner.

WHEREAS, School Board finds that Applicant/Property Owner has demonstrated a good faith effort to proceed in a diligent and timely manner toward recording the necessary plat approval.

WHEREAS, Applicant/Property Owner has requested a one (1) year extension and School Board and City are willing to provide such extension under the terms and conditions contained herein.

WHEREAS, Applicant/Property Owner, School Board, and City desire to amend the Agreement in accordance with Section 13 of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant/Property Owner, School Board, and City agree to make the following terms and conditions part of the Agreement:

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

2. The term of the Agreement shall end on January 23, 2027.

3. Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following: This Agreement shall automatically terminate if Applicant/Property Owner fails to record the applicable plat approval(s) by January 23, 2027. If the Agreement is terminated, then Applicant/Property Owner, School Board, and City shall have no further duties or obligations hereunder and Applicant/Property Owner shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (c) re-apply for any future school concurrency reservation associated with the Project.

4. Applicant shall record this First Amendment, at Applicant's sole expense, in the public records of Lake County, Florida **within ten (10) days after full execution** by Applicant/Property Owner, School Board, and City. Failure to timely record this First Amendment shall render it void and unenforceable.

5. Within thirty (30) days after receiving the proportionate share mitigation payment described in the Agreement, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of the Agreement, as amended, and acknowledges receipt of such proportionate share mitigation payment, in the public records of Lake County, Florida.

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

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

8. All capitalized terms not otherwise defined herein shall have the same definition as contained in the Agreement.

9. All terms and conditions of the Agreement not otherwise modified hereby shall remain in full force and effect.

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

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, Applicant/Property Owner, School Board, and City have executed this Agreement as of the dates set forth below.

Signed, sealed, and delivered
in the presence of:

Signature of Witness #1

JASON LOVAS
Printed Name of Witness #1

605 COMMONWEALTH AVE
ORLANDO FL 32803
Printed Address of Witness #1

Signature of Witness #2

TAN TRAN
Printed Name of Witness #2

605 Commonwealth Ave
Orlando, FL 32803
Printed Address of Witness #2

TLC WHITEMARSH, LLC,
a Florida limited liability company

By: _____

Print Name: Stephen Orosz

Title: Authorized Representative

Date: 1/9/2026

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ (online) notarization, this 9th day of January, 2026, by Stephen Orosz, as Authorized Representative of TLC WHITEMARSH, LLC, a limited liability company, on behalf of the company. She/He ✓ is personally known to me OR ___ has produced _____ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]

Notary Public

Sylvaidenis Soto
Print Name

My Commission Expires: 11/22/2029

Notary Public State of Florida
Sylvaidenis Soto
My Commission HH 734500
Expires 11/22/2029

IN WITNESS WHEREOF, Applicant/Property Owner, School Board, and City have executed this Agreement as of the dates set forth below.

The School Board of Lake County, Florida

By: _____
Bill Mathias, MAOM , Chair

Date: 1-26-2026

Approved as to form:

_____
School Board Attorney

Attest:

_____
Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____
Mayor

Date: _____

Approved as to form:

_____
City Attorney

Attest:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: February 23, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement and Memorandum of Lease, with Southeastern Surveying and Mapping Corporation, for property located at 8404 U.S. Highway 441, Leesburg, Florida 34748; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Lease Agreement and Memorandum of Lease.

Analysis:
The commercial property at 8404 U.S. Highway 441, has been vacant since January 2025. In October, the City employed realtor, Dan Tatro, to find a suitable next tenant. Southeastern Surveying and Mapping Corporation is interested in leasing the property for office space. The initial term of the lease shall be 50 months, commencing on March 1, 2026, and shall terminate on April 30, 2030. A 24-month renewal option is available if the tenant is not in default of any provision of the lease agreement, extending through April 30, 2032. Beginning/Base rent shall be $4,000/month. Base rent shall be increased 3% annually starting in year 2 of the lease and shall continue during any extended term. The terms of the lease shall be Triple Net (NNN), with the exceptions of (i) Lessor will maintain, repair and replace the septic system on the property, (ii) Lessor will warranty the HVAC system for the first 90 days and pay for any costs to repair/replace the HVAC system, over the Tenant's annual HVAC deductible of $2,500 per year, (iii) Lessor will repave, re-stripe, and maintain throughout the lease term, the parking lot and driveway.

Southeastern Surveying and Mapping Corp., has requested March 2026 and April 2026, to be rent-free, while they make repairs/improvements to the building's interior. Replacing/repairing water-damaged drywall, baseboards, and cabinets and removal of medical equipment/apparatus from the prior tenant, to name a few.

The Airport Advisory Board reviewed the Lease at the February 12, 2026, meeting, and unanimously recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve and execute the Lease & Memorandum of Lease with Southeastern Surveying and Mapping Corporation; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The initial 4-year term will generate total revenue of $200,814.10. The net revenue, after relator fees of 4% or $8,032.56 and parking lot expense of $30,000.00 (PACQO contract) will be $162,781.53.

Account No. 048-0000-362-0110

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT AND MEMORANDUM OF LEASE, WITH SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, FOR PROPERTY LOCATED AT 8404 U.S. HIGHWAY 441, LEESBURG, FLORIDA 34748; 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 Southeastern Surveing and Mapping Corporation, whose address is 6500 All American Boulevard, Orlando, Florida 32810.

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 23rd day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") is made and entered into on the ___ day of _____, 2025, by and between **THE CITY OF LEESBURG, FLORIDA,** a Florida municipal corporation, whose address is Post Office Box 490630, Leesburg, Florida 34749 (the "Landlord") and **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION,** a Florida corporation, whose address is 6500 All American Boulevard, Orlando, Florida 32810 (the "Tenant")..

WITNESSETH:

WHEREAS, Landlord is owner of the improved real property located at 8404 South Highway 441, Leesburg, Lake County, Florida 34748 (hereinafter referred to as the "Property"); and

WHEREAS, Tenant desires to lease a portion of the Property from Landlord which includes the building and all driveways and parking areas appurtenant thereto, and that portion of the surrounding undeveloped land lying within 25 feet, measured at right angles, of the building and paved areas (the "Premises" or "Leased Premises"), pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises of the parties hereto, Landlord and Tenant hereby agree as follows:

1. PREMISES. In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the purpose of operating a surveying and mapping business (the "Permitted Use").

March 1, 2026

2. TERM. The term of this Lease shall be for a term of fifty (50) months, which term shall commence on ~~April 1, 2026~~ and shall terminate on ~~May 31, 2030~~ at 11:59 p.m. Eastern Standard Time (the "Term"), unless sooner terminated in accordance with the terms and conditions hereof or applicable Florida law, or unless extended according to the terms hereof. Provided this Lease Agreement has not been sooner terminated and further provided that Tenant is not then in default of any provision of this Lease Agreement, Tenant shall have the sole option to renew this Lease for one (1) additional term of twenty-four (24) months, extending through ~~May 31, 2032~~, by delivering written notice of Tenant's intent to renew to Landlord not less than 60 days prior to the end of the initial Term.

April 30, 2030

April 30, 2032

DD

3. RENT.

a. **Base Rent.** Tenant shall pay rent to Landlord in the amount of FOUR THOUSAND AND NO/100 US DOLLARS ($4,000.00) per month, plus Triple Net (NNN) charges. All monthly rent and Triple Net (NNN) charges are due in advance, on or before the first day of each month and shall be considered late if not delivered to Landlord on or before the first day of each month. Pursuant to the repeal of Section 212.031, Florida Statutes, effective October 1, 2025, Tenant shall not be obligated to pay any sales tax on rent unless and until such tax is re-enacted by Florida law, and in the event of any such reinstatement, Tenant's obligation shall apply only prospectively from the effective date of such reinstatement. All rent is payable to Landlord at the address listed for Landlord at the beginning of this Lease Agreement when due without demand, setoff, or abatement. Notwithstanding the foregoing, ~~April 2026~~ and ~~May 2026~~ shall be rent-free, and Tenant shall have no obligation to pay Base Rent or Triple Net (NNN) charges for such months, to permit Tenant to complete improvements and renovations to the Premises. Rent Commencement Date shall be ~~June 1, 2026~~.

March 2026

April 2026

May 1, 2026

DD

b. **Base Rent Increase**. Base rent shall increase by 3% annually starting in year two (2) of the lease and shall continue during any extension terms.

4. TAXES.

a. Sales Tax and Personal Property Taxes. Pursuant to the repeal of Section 212.031, Florida Statutes, effective October 1, 2025, Tenant shall have no obligation to pay sales tax on rent. In the event sales tax on commercial rent is re-enacted by Florida law, Tenant's obligation to pay such tax shall arise only prospectively from the effective date of such reinstatement and only to the extent required by law. Tenant shall solely be responsible for any and all intangible and personal property taxes assessed or imposed in connection with Tenant's use and operation of the Premises, as well as all business tax receipts or similar occupancy license charges due in connection with Tenant's occupancy or use of the Premises.

b. Real Estate Taxes. Tenant shall be responsible for paying all ad valorem and non-ad valorem assessments (including special assessments) imposed or assessed against the Property. Landlord shall furnish applicable tax bills to Tenant and Tenant shall promptly pay such bills directly to the relevant taxing or assessing authorities prior to delinquency and shall provide proof of the same to Landlord promptly after payment.

5. SECURITY DEPOSIT. Tenant shall pay Landlord a security deposit in the amount of FOUR THOUSAND AND NO/100 US DOLLARS ($4,000.00) immediately upon execution of this Lease. The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance of this Lease including the payment of Rent. Tenant grants Landlord a security interest in the Security Deposit. The Security Deposit may be commingled with other funds of Landlord and Landlord shall have no liability for payment of any interest on the Security Deposit. Landlord may apply the Security Deposit to the extent required to cure any default by Tenant. If Landlord so applies the Security Deposit, Tenant shall deliver to Landlord the amount necessary to replenish the Security Deposit to its original sum within five days after notice from Landlord. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a defense to any action that Landlord may bring against Tenant. If Tenant fully and faithfully complies with all of the terms, covenants, and conditions of this Lease, any part of the Security Deposit not used or retained by Landlord under the terms of this Lease shall be returned to Tenant within 45 days after the expiration of the Lease Term or renewal term, as applicable, and after Tenant's delivery of possession of the Premises to Landlord. However, if at the expiration of the Lease Term or renewal term there are any amounts that may be due from Tenant that have not yet been finally determined then Landlord may estimate the amounts that will be owed and deduct them from the Security Deposit. When the actual amounts are finally determined, an adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the circumstance may require, to the end that Landlord shall receive the entire amount actually owed by Tenant and Tenant shall receive reimbursement for any overpayments.

6. USE.

a. Permitted Use. Tenant shall continuously use and occupy the Premises only for the Permitted Use of the Premises to the extent not prohibited by covenants or restrictions imposed on the Property or prohibited by applicable codes, ordinances, statutes, laws, rules, or regulations of any governmental body with jurisdiction over the Premises, in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose except as stated in Section 1 of this Lease absent written approval from Landlord, which approval will not be unreasonably withheld. Tenant is solely responsible for confirming that Tenant's intended use of the Premises, and the Permitted Use, is permitted by law and any applicable recorded covenants or restrictions, and for obtaining all licenses, approvals, and permits for its intended use, which licenses, approvals, and permits are not conditions to this Lease or Tenant's obligations under this Lease. Tenant shall conduct its business in the Premises solely under Tenant's name. The agreements of Tenant concerning limitations on the use of the Premises, as set forth in this Lease, are a material inducement to Landlord in entering into this Lease.

b. No Offensive or Illegal Use. No use of the Premises during the Lease Term shall be offensive to the neighborhood or surrounding properties by reason of odor, fumes, noise, or traffic; no illegal activity or activity that will result in the sale or storage of counterfeit goods or merchandise shall be conducted on the Premises by Tenant or by anyone claiming the right to use the Premises by or through Tenant; and no activities on the Premises shall be permitted by Tenant, or by anyone claiming the right to use the Premises by or through Tenant, which are, in the sole discretion of Landlord, immoral or lewd or capable of subjecting the Premises to an unfavorable reputation or reducing the sale or rental value of the Premises. Tenant shall not use the Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any hazardous or toxic chemical, material, substance, or waste ("Hazardous Material"), and the Premises will be used only in compliance with any and all

environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Premises or Tenant's intent to store or use Hazardous Material on the Premises. Any cure periods for a default by Tenant under this Lease shall not be applicable to a default by Tenant of the terms of this section.

7. ASSIGNMENT OR SUBLETTING. Tenant shall not, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion, directly or indirectly transfer, assign, sublet, mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or otherwise dispose of, this Lease or any interest hereunder, permit any assignment or other such transfer of this Lease or any interest hereunder by operation of law, or permit the use of the Premises or any part thereof by any persons other than Tenant and Tenant's employees (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee").

If Tenant is a corporation, limited liability company, partnership, or other entity, any transfer, assignment, encumbrance or hypothecation of fifty percent (50%) or more (cumulatively) of the stock, membership interests, partnership interests or other ownership interests of such entity (whether in a single transaction or in the aggregate through more than one transaction), or the issuance of any additional stock, membership interests, partnership interests or other ownership interests resulting in a change of fifty percent (50%) or more of such interests, or any change in the control of such entity, shall be deemed a Transfer under this Lease. Notwithstanding the foregoing, transfers of ownership interests among existing owners of Tenant, transfers to entities in which Tenant holds a majority ownership interest, or internal corporate reorganizations or restructurings that do not result in a change of ultimate control of Tenant shall not be deemed a Transfer requiring Landlord’s consent.

No Transfer, including a Permitted Transfer, will release Tenant from Tenant’s obligations under this Lease or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. Landlord may collect rent from the Transferee without waiving any rights hereunder or releasing Tenant from any obligations under this Lease. If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any “Transfer Premium,” which shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the rent and additional rent payable by Tenant under this Lease during the term of the Transfer. Landlord may assign any or all of its rights under this Lease upon thirty (30) days’ prior written notice to Tenant; provided, however, that any such assignment shall be conditioned upon Landlord’s assignee expressly assuming in writing all of Landlord’s obligations under this Lease, and Tenant shall be provided with a copy of such assumption agreement. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord in writing, Landlord

shall be released from all of its obligations and liabilities hereunder accruing after the effective date of such assignment.

8. INSURANCE.

a. Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form or its equivalent in the minimum amounts of $1 million per occurrence, $2 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) fire and extended coverage on the Premises and on its contents, including any Alterations or improvements made by Tenant; (iii) plate glass insurance; and (iv) such other insurance as may be reasonably required by Landlord. Tenant's insurance shall provide primary and non-contributory coverage to the Landlord when any policy issued to any Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. Tenant's policies may contain commercially reasonable deductibles; provided, however, that Tenant shall be solely responsible for payment of any deductibles in the event of a claim. Tenant's policies shall not contain any self-insured retentions. All insurance policies shall name the Landlord as an additional insured, and Tenant shall furnish evidence of such insurance naming Landlord as an additional insured within five (5) days of any request by Landlord for such information. Landlord may request modifications to the coverage amounts set forth herein no more than once per calendar year if Landlord reasonably determines that such modifications are necessary to conform to then-current industry standards for similar properties in the Central Florida market;provided, however, that (i) Landlord shall provide Tenant with written notice of any such requested modification along with reasonable documentation supporting Landlord's determination that the modification reflects industry standards, (ii) Tenant shall have ninety (90) days from receipt of such notice to comply with the modified requirements, and (iii) if Tenant disputes in good faith whether the requested modification reflects actual industry standards, the parties shall negotiate in good faith to resolve such dispute before Tenant is obligated to comply. Tenant shall further be responsible for obtaining and maintaining worker's compensation insurance coverage against injury to Tenant's employees, consistent with applicable laws and regulations

b. Landlord's Insurance. Landlord may insure the Property and/or Premises and building against loss or damage by fire or other casualty to the extent of the full insurable value of the building, including all improvements, Alterations, additions and changes made by Landlord or Tenant, however, such insurance is solely for the benefit of Landlord. Landlord has no duty or obligation to procure or maintain insurance coverage for the benefit of Tenant or any other parties.

9. DEFAULT.

a. Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of rent or any applicable taxes when due; (b) Tenant violates any requirement under the Use article of this Lease; (c) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant; (d) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (e) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (f) Tenant ceases to conduct any business operations at the Premises for a period of 30 consecutive days; (g) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises; (h) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (i) Tenant transfers this Lease in violation of the Assignment or Subletting article; (j) Tenant fails to deliver an estoppel certificate or subordination agreement within the time periods required by this Lease; (k) if Tenant is a franchisee, Tenant's franchise agreement is terminated; (m) Tenant fails to maintain insurance; or (n) Tenant fails to perform any other obligation under this Lease or otherwise violates any provision of this Lease.

b. Remedies. If Tenant defaults in the payment of rent or any applicable taxes and said default continues for a period of seven (7) days after delivery of written notice from Landlord to Tenant in which Landlord demands that Tenant either (a) make payment of the rent or applicable taxes that is due or (b) deliver possession of the Premises to Landlord, Landlord may terminate Tenant's right to possession and may declare immediately due and payable all rent and any applicable taxes for the balance of the then-existing term of the Lease. If Tenant defaults under any of the other obligations of Tenant under this Lease, and said default continues for a period of fifteen (15) days after Landlord has delivered to Tenant written notice of the existence of said default or if said default is a repeat violation within twelve (12) months, Landlord may terminate this Lease, and may declare immediately due and payable all rent and any applicable taxes for the balance of the then-existing term of the Lease. The foregoing remedies are not intended to limit Landlord's remedies and are available and exercisable by Landlord in addition to any and all other remedies provided under Florida law. Notwithstanding the foregoing, this Lease shall be terminated immediately, without notice to Tenant, in the event Tenant becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Tenant's property; or if Tenant makes an assignment for the benefit of any creditor(s).

c. Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

d. Late Charges, Interest, and Bad Checks. If any installment payment due Landlord shall not be paid within ten (10) days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to five percent (5.0%) of the past due payment. Rent is due on or before the first day of each month notwithstanding the date upon which the administrative charge is assessed. All payments due Landlord shall bear interest at the rate of 18% per annum, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank, ACH payments, or by Federal Reserve wire transfer to Landlord's account.

e. Limitations. Neither Landlord, nor Landlord's mayor, commissioners, officers, directors, members, managers, employees, representatives, agents, attorneys or insurers of Landlord, shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIMS BY TENANT OF ANY KIND WHATSOEVER ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES OR ANY RIGHTS AND OBLIGATIONS THEY MAY HAVE RELATING TO THE PREMISES, THIS LEASE, OR ANYTHING RELATED TO EITHER, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than thirty (30) days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within sixty (60) days of the onset of the cause of such claim. Landlord and Tenant each waive all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term articles) to consequential damages, lost profits, punitive damages, or special damages of any kind. Nothing herein is intended to alter or waive any sovereign immunity rights or limitations on liability existing in favor of Landlord as a Florida municipal corporation.

f. Presumption of Abandonment. It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for thirty (30) consecutive days absent written notice to Landlord providing a reasonable basis or explanation for the absence or closure. Tenant agrees that upon abandonment of the Premises, Landlord shall not be liable or responsible for the storage or disposition of Tenant's property, inventory, or possessions.

10. ALTERATIONS. "Alterations" shall mean any alteration, modification, addition, or improvement in or on or to the Premises of any kind or nature. Except for minor changes to signage, décor, and furniture, Tenant shall make no Alterations without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole discretion. Tenant must furnish copies of all plans, drawings, and other documents reasonably requested by Landlord in connection with any request for approval of Alteration(s) made by Tenant. Landlord will not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, changes to equipment or affect utility services or other systems or facilities on the Premises, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the Premises, and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Leased Premises or any equipment or facilities at the Property. Landlord shall not perform any alterations, additions, or improvements to make the Leased Premises suitable and ready for occupancy and use by Tenant unless expressly stated otherwise herein, and Tenant shall accept possession of the Leased Premises in its then "as-is", “where-is” condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord’s approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers’ compensation and employer’s liability insurance, builder’s risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance (including contractual liability, broad form property damage and contractor’s protective liability coverage) in an amount suitable to Landlord; Contractor’s insurance shall contain an endorsement insuring the Landlord Parties (as defined later in this Agreement) as additional insureds and shall be primary and non-contributory over any other coverage available to the Landlord. The Contractor’s insurance shall also comply with the requirement of the Insurance article. All Alterations shall be made or performed at Tenant’s sole cost and expense and shall become part of the Premises and shall remain Landlord’s property upon termination of this Lease.

11. LIENS. The interest of Landlord in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for maintenance, repairs, replacements, or Alterations made by or on behalf of Tenant. Tenant represents to Landlord that any improvements or approved Alterations that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the “pith of the lease” under applicable Florida case law. Tenant shall keep the Premises free and clear from all liens and encumbrances related to any work performed by Tenant, and shall indemnify, defend, save, and hold Landlord harmless from any and all claims, demands and liabilities of any nature whatsoever arising out of or related to any maintenance, repairs, replacements, or Alterations which Tenant makes or causes to be made to the Premises. Tenant shall not subject the Premises or any interest of Landlord in the Premises to any liens for labor, services, or materials furnished to the Premises, without the express written consent of Landlord, and hereby agrees to indemnify and hold Landlord and the Landlord’s real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Landlord’s title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, Alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant or Tenant’s contractors or subcontractors. If such a lien is placed on Landlord’s title to the Premises, then Tenant shall promptly take such steps as are necessary to have such lien removed. All

laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. The Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and Tenant agree that a short form memorandum of this Lease or other allowable notice pursuant to Section 713.10, Florida Statutes may be recorded in the Public Records of Lake County, Florida, containing the language of this clause, the name of the Landlord and Tenant, and the legal description of the real property on which the Premises, Building, and Center are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

12. ACCESS TO PREMISES. Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter, show, and inspect the Premises and to make repairs, replacements, and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required.

13. SECURITY. Landlord shall have no obligation to provide security at the Premises or otherwise for the safety or benefit of Tenant or Tenant's guests or invitees or their property. Tenant shall be responsible for taking appropriate security measures to protect the Property against theft, vandalism, and similar activities.

14. SECURITY INTEREST. As security for Tenant's obligations under this Lease, Tenant grants to Landlord a security interest in this Lease and all property of Tenant now or hereafter placed in or upon the Premises including, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings, and other articles of personal property, and all insurance proceeds of or relating to Tenant's property and all accessions and additions to, substitutions for, and replacements, products, and proceeds of the Tenant's property. Notwithstanding the foregoing, Landlord agrees that its security interest shall be subordinate to the security interest of any lender providing financing to Tenant, whether now existing or hereafter arising, and Landlord shall execute such subordination agreements or other documents as may be reasonably requested by Tenant or Tenant's lenders to evidence such subordination. This Lease constitutes a security agreement under the Florida Uniform Commercial Code. This security interest shall survive the expiration or sooner termination of this Lease.

15. CASUALTY DAMAGE. If: (a) the Premises or improvements thereon shall be so damaged by fire or other casualty that substantial alteration or reconstruction shall, in Landlord's reasonable, good-faith opinion, be required; or (b) Landlord is not permitted to rebuild the improvements on the Premises in substantially the same form as it existed before the damage; or (c) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (d) the damage is not fully covered by insurance maintained by Landlord; then Landlord may give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth (5^{th}) day after the notice is delivered. If Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to restore the Premises to substantially the same condition it was in immediately before the casualty within the policy limits of Landlord's applicable insurance policy. However, Landlord shall not be required to restore any Alterations or portion of Tenant's property or to share any insurance proceeds with Tenant. Rent shall abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty resulting in damage to the building which is covered by insurance carried or required to be carried by Landlord under this Lease, as of the date on which the Premises becomes unusable. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent. If Landlord elects to terminate this Lease pursuant to subsections (a), (b), (c), or (d) above, Tenant may, within ten (10) days of receiving Landlord's termination notice, elect to terminate this Lease effective immediately upon written notice to Landlord, and Tenant shall have no further liability for Rent or other obligations accruing after the date of Tenant's termination notice. Notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to restore any portion of the Premises to the extent that the actions or negligence of Tenant or any of Tenant's officers, directors, members, employees, volunteers, agents, representatives, guests, or invitees caused

or contributed to the damage or destruction of the Premises. Nothing in this provision is intended to alter or modify Tenant's indemnification obligations set forth otherwise in this Lease.

If casualty damage renders all or a material portion of the Premises unusable for Tenant's business and Landlord fails to substantially restore the Premises within one hundred eighty (180) days following the casualty, then the Tenant may elect to terminate this Lease upon thirty (30) days written notice to Landlord, provided Tenant is not in default at the time such notice is given. Rent shall be abated through the termination date.

16. CONDEMNATION. If all or any portion of the Premises is taken by eminent domain or is conveyed under threat of such proceedings, all compensation resulting therefor shall by the property of Landlord and Tenant hereby assigns any and all interest Tenant may otherwise have in such award. Tenant shall execute any documentation requested by Landlord to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Landlord or Tenant may elect to terminate this lease by written notice given within thirty (30) days after notice of the taking, provided that the portion taken materially and adversely affects Tenant's ability to conduct its business in substantially the same manner as prior to the taking. If neither party elects to terminate lease, then the Landlord shall repair and restore the remaining portion of the Premises at its own expense, and keep this lease in force and rent shall be equitably abated based on the portion of the Premises rendered unusable.

17. REPAIR AND MAINTENANCE. Upon delivery of possession to the Tenant, Landlord shall have no obligations whatsoever to pay for or perform any maintenance, repairs, or replacements to any portion of the Premises or its improvements, equipment, or facilities except for the following: (i) Landlord will maintain, repair, and replace the existing aerobic septic tank system serving the Premises, including licensing associated therewith. Tenant will only be responsible for costs associated with maintenance, repairs, and/or replacements to the septic system to the extent the same is necessary due to the negligence or willful misconduct of Tenant and/or Tenant's employess, guests, invitees, and/or contractors. (ii) Landlord shall pay for any cost for repair or replacement of the HVAC system(s) over the Tenant's annual HVAC deductible of $2,500 per unit, per year. (iii) Landlord shall, at Landlord's sole cost and expense, repave, resurface, and restripe the parking lot and all paved driveways appurtenant to the Premises as reasonably necessary to maintain them in good condition throughout the Term of this Lease, including any renewal terms. Such obligation shall include all materials, labor, and associated costs, and no portion of such costs shall be passed through to Tenant as additional rent, Triple Net (NNN) charges, or otherwise. Landlord shall warrant the HVAC system(s) for the first 90 days from lease commencement date. Tenant shall be responsible for performing all maintenance, repairs, and replacements to all portions of the Premises and its improvements, equipment, and facilities during the Term of this Lease. Without limiting the generality of the foregoing, Tenant shall repair, replace, and maintain in good order and condition, ordinary wear and tear excepted, the structural portions of the Premises along with the walls, roof, storefronts, stage(s), seating, doors, and windows, including plate and window glass, ceilings, and floors in the Premises, and electrical, plumbing (including grease traps), mechanical, fire protection, life safety, sprinklers, plumbing and appliances, HVAC systems, lawn, and landscaping in a clean, attractive, first class condition. Tenant shall repair and maintain the structural portions of the Premises, including the roof and the walls; provided, however, that Landlord shall be responsible for any replacement of structural components, the roof, or exterior walls. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense. Notwithstanding the foregoing, if the Premises become materially unusable for Tenant's business operations due to (i) Landlord's failure to perform its obligations under this Lease, including but not limited to Landlord's obligation to replace structural components, the roof, or exterior walls, (ii) utility failures not caused by Tenant, (iii) environmental hazards not caused by Tenant, or (iv) code violations not caused by Tenant (collectively, "Uninhabitable Conditions"), Tenant shall provide written notice to Landlord specifying the Uninhabitable Conditions. If Landlord fails to cure such Uninhabitable Conditions within thirty (30) days after receipt of Tenant's notice (or, if such cure cannot reasonably be completed within thirty (30) days, Landlord fails to commence cure within such period and diligently pursue completion), Tenant may withhold Rent or rent in proportion to the portion of the Premises rendered unusable until such Uninhabitable Conditions are cured. If such Uninhabitable Conditions persist for more than ninety (90) days after Tenant's initial notice, Tenant may terminate this Lease based on any alleged failure of Landlord upon thirty (30) days' written notice to make repairs. Landlord, and Tenant shall have no further

liability for Rent or other obligations accruing after the termination date. Tenant shall be responsible for routine pest control and lawn and landscape care (mowing, trimming, and blowing); provided, however, that Landlord shall be solely responsible for the cost of remediation and pest control measures necessary to address any pest infestation arising from or related to (i) structural defects in the Premises, including but not limited to gaps, cracks, or openings in the roof, walls, foundation, or building envelope, (ii) conditions existing at the Premises prior to the Commencement Date, (iii) conditions originating from neighboring properties or common areas not within Tenant's control, or (iv) Landlord's failure to perform its maintenance, repair, or replacement obligations under this Lease. Tenant shall promptly notify Landlord in writing upon discovery of any pest infestation Tenant believes is attributable to such conditions, and Landlord shall commence remediation within ten (10) days of receipt of such notice. To be clear, the intention of the parties is that Tenant pay for all maintenance, repairs, and replacements at the Property during the Term of this Lease, except as expressly provided in subsections(i),(ii), and (iii) above.

All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Tenant shall enter into and maintain an annual maintenance contract with an air conditioning service firm. Tenant shall furnish to Landlord from time to time and upon request of Landlord, a copy of the air conditioning maintenance contract and the yearly service reports from the contractor. Tenant shall be responsible for any damage to the roof of the Building caused by any air conditioning maintenance activities. Tenant shall maintain the Premises in good repair and in a good, clean, attractive, first class condition and free from rubbish at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises. Tenant shall be responsible for placing all its trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground adjacent to the dumpsters or trash bins. If Tenant does not properly dispose of its trash and garbage, and in addition to any other remedies available to Landlord, Landlord may have the area cleaned in which event Tenant upon Landlord's demand shall pay all charges incurred by Landlord therefor. Tenant shall be solely responsible for securing any and all required garbage and other refuse disposal dumpsters, bins, and/or receptacles.

18. ESTOPPEL CERTIFICATES. From time to time, Tenant, without any cost to Landlord and on not less than fifteen (15) days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Premises.

19. SUBORDINATION. This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within fifteen (15) days after receipt from Landlord. If the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by foreclosure of any mortgage to which this Lease is or may be subordinate, Tenant shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and, if requested by such transferee, Tenant agrees to attorn to the transferee as its Landlord.

20. INDEMNIFICATION. To the fullest extent permitted by law, Tenant shall indemnify, defend, save, and hold harmless the Landlord and Landlord's mayor, commissioners, officers, directors, members, managers, employees, agents, representative, attorneys and insurers ("Landlord Parties"), from and against any and all liability (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or resulting from claims or demands of third parties in connection with the Premises or claims otherwise arising out of Tenant's use, possession, maintenance, repair, replacement, or occupancy of the Premises, except to the extent such liability arises from the gross negligence, willful misconduct, or breach of this Lease by any of the Landlord Parties. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Tenant's indemnification obligations under this article be limited by the minimum amounts of insurance carried or

required to be carried under the terms of this Lease. Tenant's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Tenant's obligations under this Indemnification article. Notwithstanding anything in this article to the contrary, if and to the extent that any loss occasioned by any of the events described in this article exceeds the greater of the coverage or amount of insurance required to be carried by Tenant or the coverage or amount of insurance actually carried by the Tenant, or results from any event not required to be insured against and not actually insured against, Tenant shall pay the amount not actually covered. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Landlord shall have the right to select its own counsel in connection with the operation of this indemnification provision.

21. NO WAIVER. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. Landlord's retention of any portion of the lump sum rent paid in connection with this Lease shall not operate as a waiver of any default committed after Landlord's acceptance of such rent. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

22. SERVICES AND UTILITIES. Landlord shall have no obligation to provide any utilities or services to the Premises. Tenant shall make immediate arrangements to open utility accounts for the Premises in Tenant's name and Tenant shall be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters for the Premises. Tenant shall be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises. Tenant is responsible for interior janitorial and waste removal services. In no event shall Landlord be liable for damages resulting from the failure to furnish HVAC, water, electric, or other service, unless caused by the gross negligence or intentional misconduct of Landlord, and any interruption or failure shall in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease. To the extent Landlord is the utility provider to the Premises, suspension or disconnection of utilities for nonpayment of applicable utility charges shall not be considered any type of actual or constructive eviction by Landlord.

23. GOVERNMENTAL REGULATIONS. Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities, including the Americans with Disabilities Act of 1990 (the "ADA") and all similar present or future laws relating to the Premises, including the performance of any work to the Premises required because of Tenant's specific use of the Premises or Alterations to the Premises made by Tenant.

24. SIGNS. All signage shall comply with applicable governmental regulations and restrictions affecting the Premises and shall be installed and maintained in accordance therewith. Landlord has no obligation whatsoever to furnish signage or contribute towards costs or expenses associated with signage at the Premises.

25. END OF TERM. Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. All Alterations (including but not limited to replacement Equipment) made by Landlord or Tenant to the Premises shall become Landlord's property on the expiration or sooner termination of the Lease Term; provided, however, that Tenant shall have the right to remove, prior to the expiration or earlier termination of this Lease, all trade fixtures, equipment, furniture, and other personal property installed by Tenant at its expense, so long as Tenant repairs any

damage to the Premises caused by such removal. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord and without notice, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability or notice to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense**. BY EXECUTING THIS LEASE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR OTHER RECOVERY OF POSSESSION BY LANDLORD (INCLUDING AFTER EVICTION) LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD SHALL NOT BE REQUIRED TO COMPLY WITH THE PROVISIONS OR PROCEDURES OF SECTIONS 715.10 – 715.111 OF THE FLORIDA STATUTES ENTITLED "DISPOSITION OF PERSONAL PROPERTY LANDLORD AND TENANT ACT".**

26. ATTORNEYS' FEES. Except as otherwise provided in this Lease, the prevailing party in any litigation or arbitration arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, shall be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with bankruptcy or appellate proceedings. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant.

27. NOTICES. Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. Notices to Landlord shall be sent to Landlord's address stated on the first page of this Lease or at such other address designated by Landlord. Notices to Tenant shall be sent to Tenant at the Premises. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved. Notwithstanding anything to the contrary contained herein, Landlord may serve notices on Tenant by personal delivery or posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall be deemed delivered on the date of posting or delivery.

28. QUIET ENJOYMENT. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, or mortgages encumbering the Center.

29. GENERAL PROVISIONS.

a. Miscellaneous. The words "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, where approval is required, the approved successors and assigns

of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease. In the event any provision or a portion of any provision of this Lease is declared unenforceable or invalid by any court having competent jurisdiction, then such provision shall be construed and limited to the extent necessary to eliminate such invalid or unenforceable provision. All remaining provisions of this Lease shall remain enforceable and in full force and effect. Venue for any action arising out of or related to this Lease, the Premises, or Tenant's use or occupancy of the Premises shall like exclusively in a court of competent jurisdiction in Lake County, Florida. The parties agree that this Lease or a short form memorandum hereof, referring to the parties, Property, construction lien provisions, and option to renew may be recorded in the Public Records of Lake County, Florida.

b. Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

30. NO REPRESENTATIONS BY LANDLORD. NEITHER LANDLORD NOR LANDLORD'S AGENTS HAVE MADE (AND TENANT HEREBY DISCLAIMS ANY RELIANCE UPON) ANY REPRESENTATIONS OR PROMISES CONCERNING THE PHYSICAL CONDITION OF THE PREMISES, TENANT'S ABILITY TO USE THE PREMISES FOR THE PERMITTED USE, THAT THE PERMITTED USE IS LAWFUL OR PERMISSIBLE UNDER APPLICABLE ZONING REGULATIONS, THE AREA OF THE PREMISES OR THE MANNER OF CALCULATING SUCH AREA, ANTICIPATED OPERATING COSTS, LEVELS OF CUSTOMER TRAFFIC, GROSS SALES THAT CAN BE ACHIEVED AT THE CENTER, PARKING AVAILABILITY, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, AND NO RIGHTS, EASEMENTS, OR LICENSES ARE ACQUIRED BY TENANT BY IMPLICATION OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

31. CONSTRUCTION; MERGER. THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE SHALL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

32. NO RELIANCE. EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

33. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date indicated below.

Witnesses to Landlord:

_____
Signature

_____
Printed Name

_____
Postal Address

_____

_____
Signature

_____
Printed Name

_____
Postal Address

_____

LANDLORD:

CITY OF LEESBURG, FLORIDA,

a Florida municipal corporation,

By: _____
Alan Reisman, Mayor

Date:_____

ATTEST:

_____
J. Andi Purvis, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ___ day of _____, 2025, by Alan Reisman, as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, 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)

Witnesses to Tenant:

Signature
Rebecca G. Bess
Printed Name
6500 All American Boulevard,
Postal Address
Orlando, Florida 32810

Signature
Thomas K. Mead, PSM
Printed Name
6500 All American Boulevard
Postal Address
Orlando, Florida 32810

TENANT:

Southeastern Surveying and Mapping Corporation a Florida corporation,

By: _____

Print: Darryll DeMarsh

Title: Vice President

Date: February 5, 2026

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this 5 day of February, 2026, by Darryll DeMarsh, as Vice President of Southeastern Surveying and Mapping Corp. a Florida corporation, who is [x] personally known to me or [_] who produced the following identification:

_____
Notary Public Signature
Denise C. Fensterer
Notary Public Name

My Commission Number: HH 479142
My Expiration Date: 2/11/2028

(seal)

DENISE C. FENSTERER
MY COMMISSION # HH 479142
EXPIRES: February 11, 2028

CORPORATE GUARANTOR:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION,
a Florida corporation

By: _____
Name: Thomas K. Mead, PSM
Title: President
Date: 02/05/2026

CORPORATE GUARANTOR:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION,
a Florida corporation

By: _____
Name: Darryll DeMarsh
Title: Vice President
Date: February 5, 2026

(No personal guaranty is required. The above signature is made solely in the signatory's capacity as an officer of Southeastern Surveying and Mapping Corporation and creates no personal liability for the signatory.)

[Witness blocks for personal guarantor intentionally deleted—no personal guaranty required. Corporate Guarantor signature block appears above.]

_____ _____
Signature

_____
Printed Name

_____
Postal Address

_____
Signature

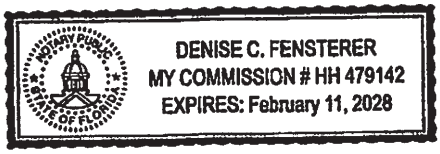
_____
Printed Name

_____
Postal Address

STATE OF FLORIDA
COUNTY OF Orange

[Notary acknowledgment for personal guarantor intentionally deleted—no personal guaranty required.]

(NOTARY SEAL)



_____
NOTARY PUBLIC

Print Name: Denise C Fensterer
Commission Number: HH 479142
My Commission Expires: 2/11/2028

EXHIBIT "A"
CORPORATE GUARANTY

The undersigned, as an authorized officer of Southeastern Surveying and Mapping Corporation, a Florida corporation ("Guarantor"), hereby executes this Guaranty solely in their capacity as an officer of Guarantor and not in any individual or personal capacity. This Guaranty is made on behalf of the corporation only, and no personal liability shall attach to any officer, director, shareholder, or employee of Guarantor in connection with this Guaranty or the Lease.

Guarantor hereby guarantees to Landlord the full and prompt payment and performance of all obligations of Tenant under the Lease. This Guaranty shall be enforceable only against Guarantor as a corporate entity and shall not create any personal liability for any individual.

This Guaranty shall be governed by the laws of the State of Florida.

[Remainder of page intentionally left blank]

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all the Indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all the Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by Landlord, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by Landlord, or as to any renewals, extensions and refinances thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon written notice thereof by Landlord and then only as to the decedent or the incompetent and only prospectively, as to future transactions.

3. If the undersigned shall be dissolved or become insolvent (however defined) then Landlord will have the right to declare immediately due and payable, and the undersigned will forthwith pay to Landlord, the full amount of the Indebtedness, whether then due and payable or unmatured. If the undersigned voluntarily commences or there is commenced against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether then due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable for payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

5. The undersigned will pay or reimburse Landlord for all costs and expenses (including reasonable attorney's fees and legal expenses) incurred by Landlord in connection with the protection, defense or enforcement or this guaranty or the Indebtedness in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the undersigned and Tenant has been changed or ended and whether or not this guaranty has been revoked, Landlord may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of the Indebtedness, without any consent or approval by the undersigned and without any notice of the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which Landlord is expressly authorized to do, omit, or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all of the Indebtedness; (ii) any one or more extensions or renewals of the Lease or the Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any of the Indebtedness; (iii) any waiver of indulgence granted to Tenant, any delay or lack of diligence in enforcement of the Indebtedness or any security interest granted therefor, or any failure to institute proceedings, file a claim, give any

required notices or otherwise protect any of the Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Tenant or any other guarantor or other person liable in respect of any of the Indebtedness; (v) any discharge of any evidence of indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for the Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment, or loss of any collateral security; (vii) any action to recover the possession of the premises subject to the Lease, foreclosure or enforcement of any collateral security; (viii) any transfer of any of the Indebtedness or any evidence thereof; (ix) any order of application of payments or credits upon the Indebtedness; (x) any election by Landlord under Section 1111(b)(2) of the United States Bankruptcy Code.

7. The undersigned waives any and all defenses, claims and discharges of Tenant or any other obligor on the Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead, or enforce against Landlord any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Tenant or any other person liable in respect of any of the Indebtedness, or any setoff available against Landlord to Tenant or any other person, whether or not on account of a related transaction. Additionally, the undersigned expressly agrees to be liable for any indebtedness created should Landlord exercise its right to complete construction of any project undertaken by Tenant. The undersigned expressly agrees that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of Tenant or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

8. The undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing the Indebtedness. Landlord shall not be required first to resort for payment of the Indebtedness to Tenant or any other person or their properties, or first to rely upon or exhaust any collateral security for the Indebtedness, before enforcing this guaranty.

9. If any payment applied by Landlord to the Indebtedness is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Tenant or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such indebtedness as fully as if such application had never been made.

10. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to Landlord as guarantor or otherwise, without any limitation as to amount, unless the instrument of agreement evidencing or creating such other liability specifically provides to the contrary.

11. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of the failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each and every particular and shall be fully binding upon and enforceable against either, any or all of the undersigned. This guaranty shall be effective upon delivery to Landlord, without further act, condition or acceptance by Landlord, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of Landlord and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released, or otherwise changed except by a writing signed by the undersigned and Landlord. This guaranty shall be governed by the laws of Florida.

THE UNDERSIGNED WAIVES NOTICE OF LANDLORD'S ACCEPTANCE HEREOF AND THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED ON OR PERTAINING TO THIS GUARANTY.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned on the date indicated below.

[End of Exhibit A – Corporate Guaranty]

Dated: February 5, 2026

GUARANTOR

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [_] online notarization this 5 day of February, 2026, by Darryll DeMarsh, who is [xx] personally known to me or [_] who produced the following identification: N/A.

(NOTARY SEAL)

DENISE C. FENSTERER
MY COMMISSION # HH 479142
EXPIRES: February 11, 2028

NOTARY PUBLIC

This Instrument Prepared by
and Return To:
William Grant Watson, Esq.
Stone and Gerken, P.A.
4850 North Highway 19A
Mount Dora, FL 32757

MEMORANDUM OF LEASE

This **M EMORANDUM OF LEASE** ("Memorandum"), is made and entered into this ____ day of _____, 2026, by and between **THE CITY OF LEESBURG, FLORIDA,** a Florida municipal corporation, whose address is Post Office Box 490630, Leesburg, Florida 34749 ("Landlord") and **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION,** a Florida corporation, whose address is 6500 All American Boulevard, Orlando, Florida 32810 ("Tenant").

W I T N E S S E T H :

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement commencing March 1, 2026, ("Lease"), wherein Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord certain land located in Lake County, Florida (the "Leased Premises") more particularly described as follows:

A part of Block 38, SILVER LAKE ESTATES, as recorded in Plat Book 5, pages 1 and 2, and Plat Book 10, page 69, Public Records of Lake County, Florida, described as follows: Commence at the intersection of the South line of Section 16, Township 19 South, Range 25 East, with the East line of Lot 1, Silver Lake Estates, Addition"A", as recorded in Plat Book 5, page 41, and Plat Book 10, page 69, Public Records of Lake County, Florida; run South 89°48'00" West along the said section line, 1185.43 feet, run thence North 50°28'16" West 834.88 feet for a Point of Beginning, continue thence North 50°28'16" West 349.33 feet, more or less, to a point on the Southerly right of way line of Highway 441, as it exists on this 26th day of July 1985, thence from a tangent bearing of North 82°56'26" East, run Northeasterly along the said Southerly right of way line of U.S. Highway 441, being the arc of a curve, concave to the South and having a radius of 1778.08 feet, through a central angle of 8°42'01" a distance of 270.00 feet to a point on a line, having a bearing of North from Point of Beginning, thence South along the said line, 235.09 feet to the Point of Beginning and Point of Terminus.

Parcel Identification Number 0119250500-038-00801

WHEREAS, pursuant to the Lease, Landlord and Tenant desire to give record notice of the Lease and certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant, acknowledge and agree as follows:

1. **RECITALS**. The foregoing recitals are acknowledged as being true and correct and are incorporated herein by reference.

2. **TERM**. The initial term of the Lease shall be approximately fifty (50) months commencing on ~~April 1, 2026,~~ March 1, 2026 and expiring on ~~May 31, 2030~~ April 30, 2030. There is an option to renew for an additional twenty-four (24) month period. DD

3. **LEASE PRIORITY**. The Lease is subordinate to any mortgages now on or hereafter placed upon the Leased Premises. Further, Tenant agrees to memorialize such subordination in writing if requested to do so by Landlord, provided that a non-disturbance agreement is entered into with such mortgagee.

4. **LIEN RIGHTS OF TENANT**. Pursuant to Florida Statutes 713.10, it is the agreement of Landlord and Tenant that Tenant shall have no power to subject Landlord's interest in the Leased Premises to construction, labor, mechanic's, or materialmen's liens of any kind. This agreement is reflected in the Lease. All persons performing work, labor, or supplying materials at the Leased Premises on behalf of Tenant or Landlord shall look solely to the interest of such party and not to that of the other party for sums owed.

5. **EFFECT OF MEMORANDUM**. All other terms, conditions, provisions and covenants of the Lease are hereby incorporated in this Memorandum by reference as though written out at length herein, and this Memorandum and the Lease shall be deemed to constitute a single instrument or document. This Memorandum is intended to give notice of the Lease. All rights and obligations of Landlord and Tenant documented herein are to be governed by and are not intended to alter, modify or amend the terms, covenants, conditions, limitations and restrictions contained in the Lease. In the event of a conflict between the information contained in this Memorandum and the terms and conditions of the Lease, the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their respective hands and seals as of the day and year first above written.

Signed, sealed and delivered

Witnesses to Landlord:

_____
Signature

_____
Printed Name

_____
Postal Address

_____
Signature

_____
Printed Name

_____
Postal Address

LANDLORD:

CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

By: _____
Allyson Berry, Mayor

Attest:

By: _____
J. Andi Purvis, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ___ day of _____, 2026, by Allyson Berry, Mayor of the City of Leesburg, Florida, a Florida municipal corporation, 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)

Witnesses to Tenant:

TENANT:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, a Florida corporation,

_____
Signature
Rebecca Bess
Printed Name
6500 All American Boulevard, Orlando, Florida 32810
Postal Address

_____
Signature
Thomas K. Mead, PSM
Printed Name
6500 All American Boulevard, Orlando, Florida 32810
Postal Address

By: _____
Darryll DeMarsh, Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [x] physical presence or [_] online notarization, this 5 day of February, 2026, by Darryll DeMarsh as Vice President of Southeastern Surveying and Mapping Corporation, a Florida corporation, on behalf of said company, who is personally known to me or have produced N/A as identification.

(NOTARY SEAL)

DENISE C. FENSTERER
MY COMMISSION # HH 479142
EXPIRES: February 11, 2028

_____
NOTARY PUBLIC

Print Name: Denise C Fensterer
Commission Number: HH 479142
My Commission Expires: 2/11/2028

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.1.
Meeting Date:	February 23, 2026
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.98 +/- acres from City of Leesburg SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for light industrial uses for a property generally located north of Casteen Road and west of South Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date**.** (Petralanda SPUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for light industrial uses.

Analysis:
The project site is approximately 2.98 +/- acres, and is generally located north of Casteen Road and west of South Street as shown on the attached maps. At this time, the property is developed with an existing single-family residence. The proposal will allow for light industrial uses, including office and storage. The existing land uses surrounding the property are House of Worship, Agriculture, Office, and Residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on December 18, 2025, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to SPUD (Small Planned Unit Development) or;
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
New development on this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 2.98 +/- ACRES FROM CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR LIGHT INDUSTRIAL USES FOR A PROPERTY GENERALLY LOCATED NORTH OF CASTEEN ROAD AND WEST OF SOUTH STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PETRALANDA SPUD)

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

Section 1.

Based upon the petition of Bret Jones, PA (o/b/o, Petralanda Properties LLC, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of February 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

PETRALANDA
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
December 18, 2025

This Planned Unit Development Agreement for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Bret Jones, PA, "Permittee", o/b/o Petralanda Properties LLC, 1533 Youngs Rd, Leesburg, FL 34748**, **Owner**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow general light industrial uses, including office, outdoor storage, and a storage barn, consisting of approximately 2.98 +/- acres generally located north of Casteen Road and west of South Street, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Bret Jones, PA, "Permittee", o/b/o Petralanda Properties LLC, 1533 Youngs Rd, Leesburg, FL 34748**, **Owner,** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 2.98 +/- acres, shall be used for industrial/commercial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Single-family residence
2. Office uses
3. Outdoor storage of work vehicles and equipment
4. Warehousing, distribution, logistics, and e-commerce fulfillment (e.g., indoor storage, inventory management, etc.).
5. Light manufacturing, fabrication, and assembly of non-hazardous products (e.g., welding, building materials, clothing, machine parts, tools, etc.).
6. Contractor and trade offices/shops with associated indoor storage (e.g., plumbing, heating, electrical, etc.).
7. Business-to-business wholesale trade and accessory retail/showroom uses (e.g., woodworking, cabinetry, furniture, upholstery, janitorial, vehicle parts repair, etc., without daily customer foot traffic).
8. Printing, packaging, labeling, 3D printing, and related production services.
9. Technology services (e.g., data processing, server rooms, IT equipment handling, electronics configuration, testing, etc.).
10. Artisan, maker, and vocational trade uses.
11. Food and beverage production in enclosed buildings.
12. Indoor storage, including mini-warehouse or self-storage integrated within buildings.
13. Wholesale trade
14. Indoor recreation

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this SPUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. DEVELOPMENT STANDARDS

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines).

1. North: 25-feet
2. South: 30-feet
3. East: 15-feet
4. West: 15-feet minimum, 25-feet average from the wetland jurisdictional boundary, or as permitted by the St. Johns River Water Management District.
5. Perimeter property boundary: See Section 9, Open Space, Landscaping & Buffer Requirements
6. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed two (2) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, air conditioning units, etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of **65%.**

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

H. Final lot sizes and setbacks may be adjusted by Staff during the site plan review process to meet the intent of this SPUD (Small Planned Unit Development).

I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

A. Site Access

1. Access to the site shall be provided by an access point from the existing contiguous paved roads adjacent to the property. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as

required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation.

B. Pedestrian Access

1. Sidewalks shall be installed along Casteen Road per the City of Leesburg codes and specifications.

6. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.

2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Industrial

1. Parking lot landscape islands shall be at a total ratio of two hundred (200) square feet per one hundred fifty (150) linear feet of parking or one (1) every fifteen (15) spaces. All parking areas shall terminate with a minimum of one hundred (150) square feet of landscaping area. Parking lot landscaping shall consist of one (1) ornamental tree and five (5) shrubs per two hundred (200) square feet of required landscaping.

7. ARCHITECTURAL STANDARDS

A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

C. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit D**, attached hereto.

D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.

8. SIGNAGE

A. Ground signs

1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

B. Alternative Designs.

1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs

1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. Open space may consist of buffers, wetlands, and retention areas.

B. Required Perimeter Landscape Buffers:

1. North – 10'
2. South – 10'
3. East – 10'
4. West – 15' minimum, 25' average, or as permitted by the St. Johns River Water Management District.

C. Landscape buffers are to consist of natural existing landscaping where possible.

D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this SPUD document and the Conceptual Site Plan **(Exhibit C)**, attached hereto, and City of Leesburg landscape code requirements.

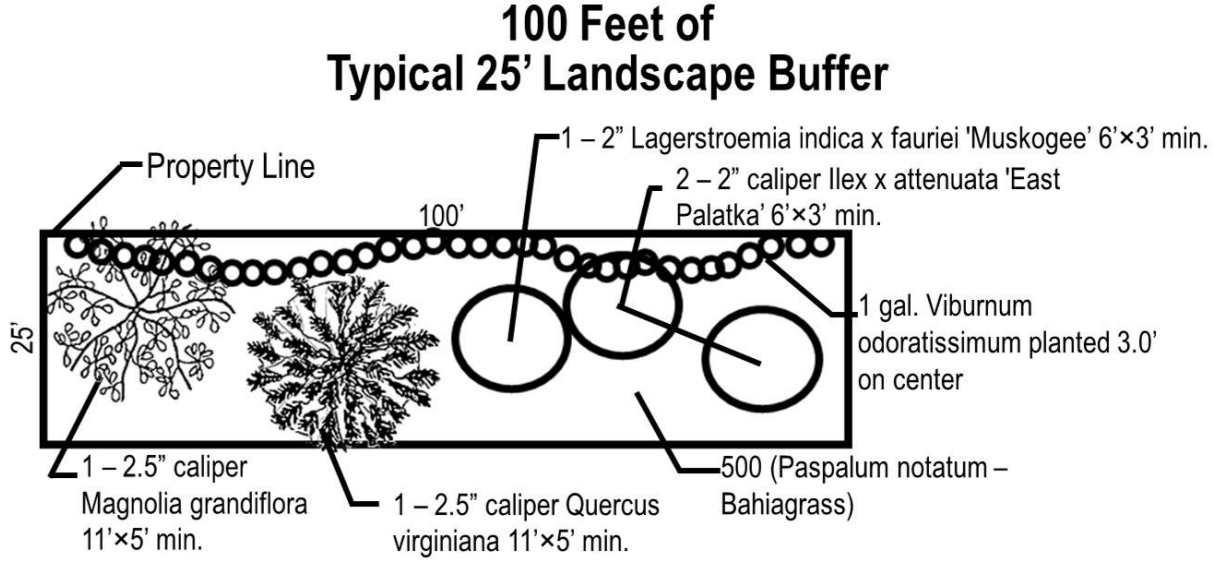
E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.

F. Wherever a residential district or use abuts the subject property, an opaque screen is required on the subject property to conceal the development from the adjacent residential property, at a minimum of six (6) feet, and no more than eight (8) feet in height. A wall or opaque fence shall be considered to meet this requirement. No such wall or fence shall be required in the front yard of the subject property adjacent to Casteen Road.

Figure A

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

Figure B



Buffer detail is to illustrate plant material quality and specification only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system.

H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including

consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

I. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.

3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

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

1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval,

the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

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

2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

3. The property owner(s) shall be responsible for the maintenance of the stormwater management system. Should the property be platted in the future, an appropriate legal entity shall be responsible for the maintenance of the stormwater management system. A property owners', management company, or similar association shall be considered an acceptable maintenance entity.

4. The existing 100-year flood plain on the property shall be shown on all plans and lots.

5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.

    a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.

    b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

12. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a property owner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a property owner(s) association for ownership and maintenance.

C. Buildings or structures shall meet the requirements per St. Johns River Water Management District for any wetland jurisdictional boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

13. TRANSPORTATION IMPROVEMENTS

A. Traffic/Transportation Study

1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.

2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

1. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular assess is available among and between all structures within the development.

14. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

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

16. DEVELOPMENT PHASING & IMPLEMENTATION

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

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

17. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these SPUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. This SPUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

18. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1. Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

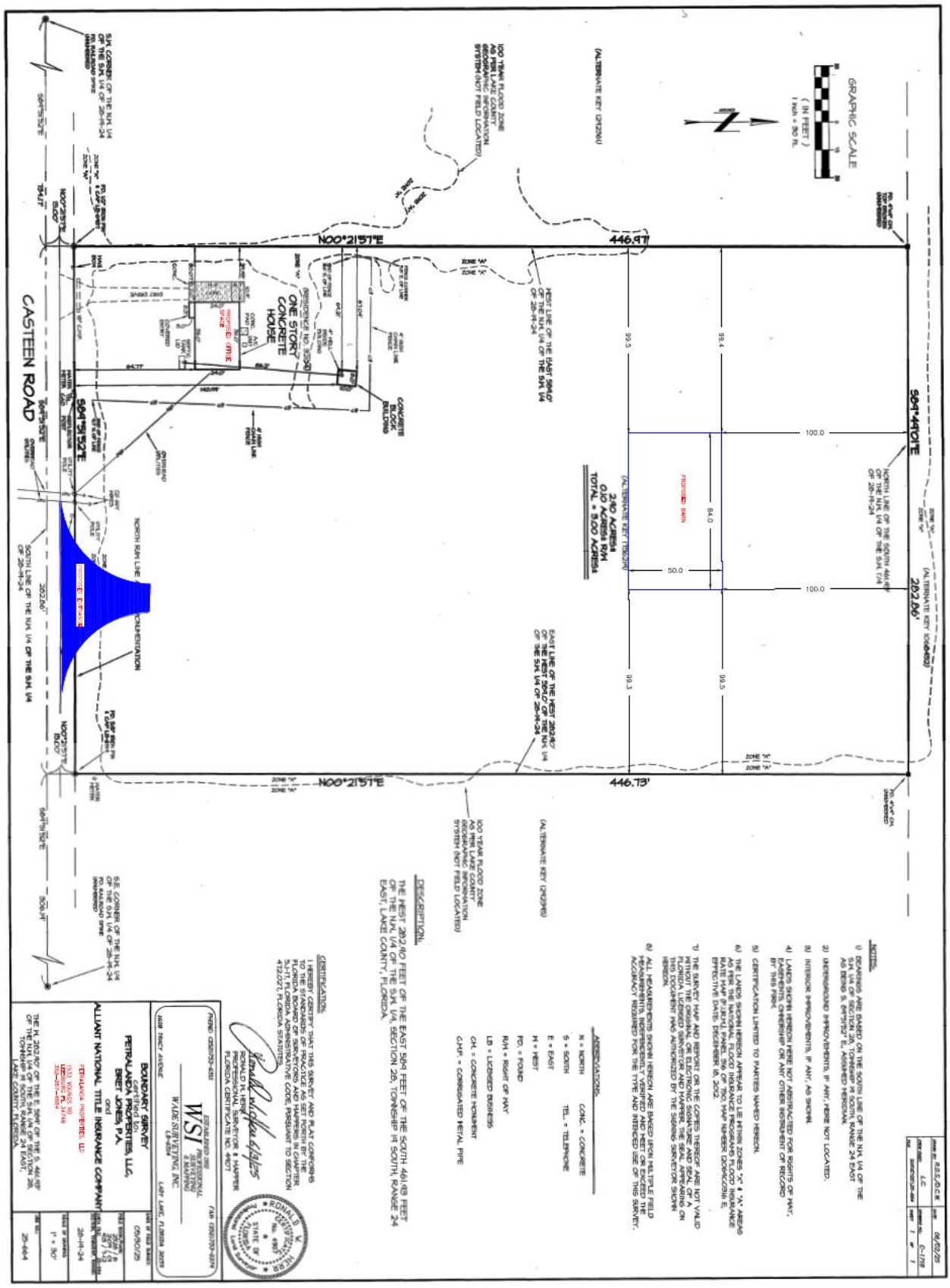
1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B **LEGAL DESCRIPTION**

THE WEST 282.90 FEET OF THE EAST 589 FEET OF THE SOUTH 461.93 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**



Examples of Acceptable / Unacceptable Lighting Fixtures

Legal Description

THE WEST 282.90 FEET OF THE EAST 589 FEET OF THE SOUTH 461.93 FEET OF THE NW 1/4 OF THE SW 1/4, SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Extended Aerial

Planning & Zoning Department

N

0 113 225 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Aerial

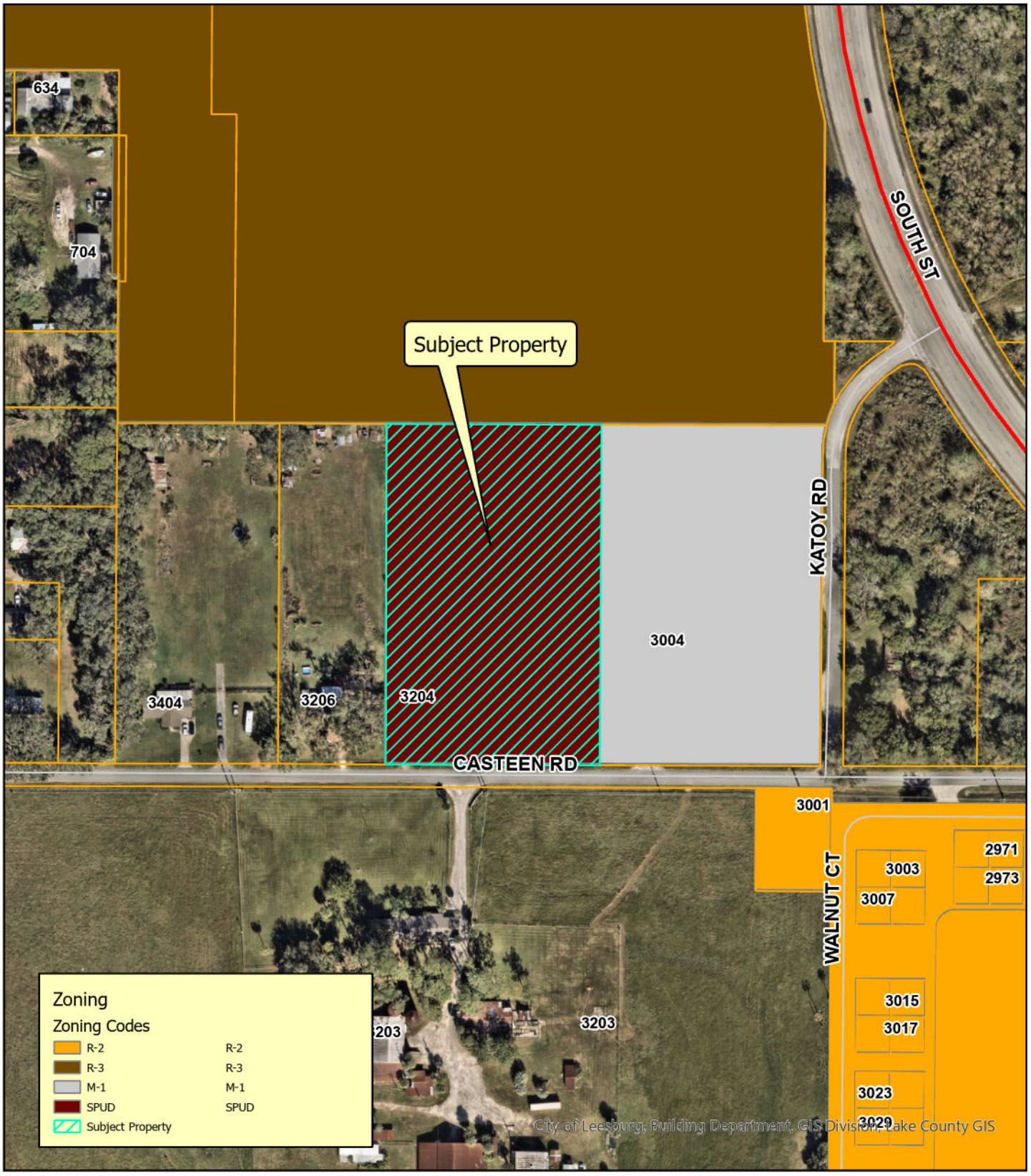
Planning & Zoning Department

N

0 75 150 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Zoning



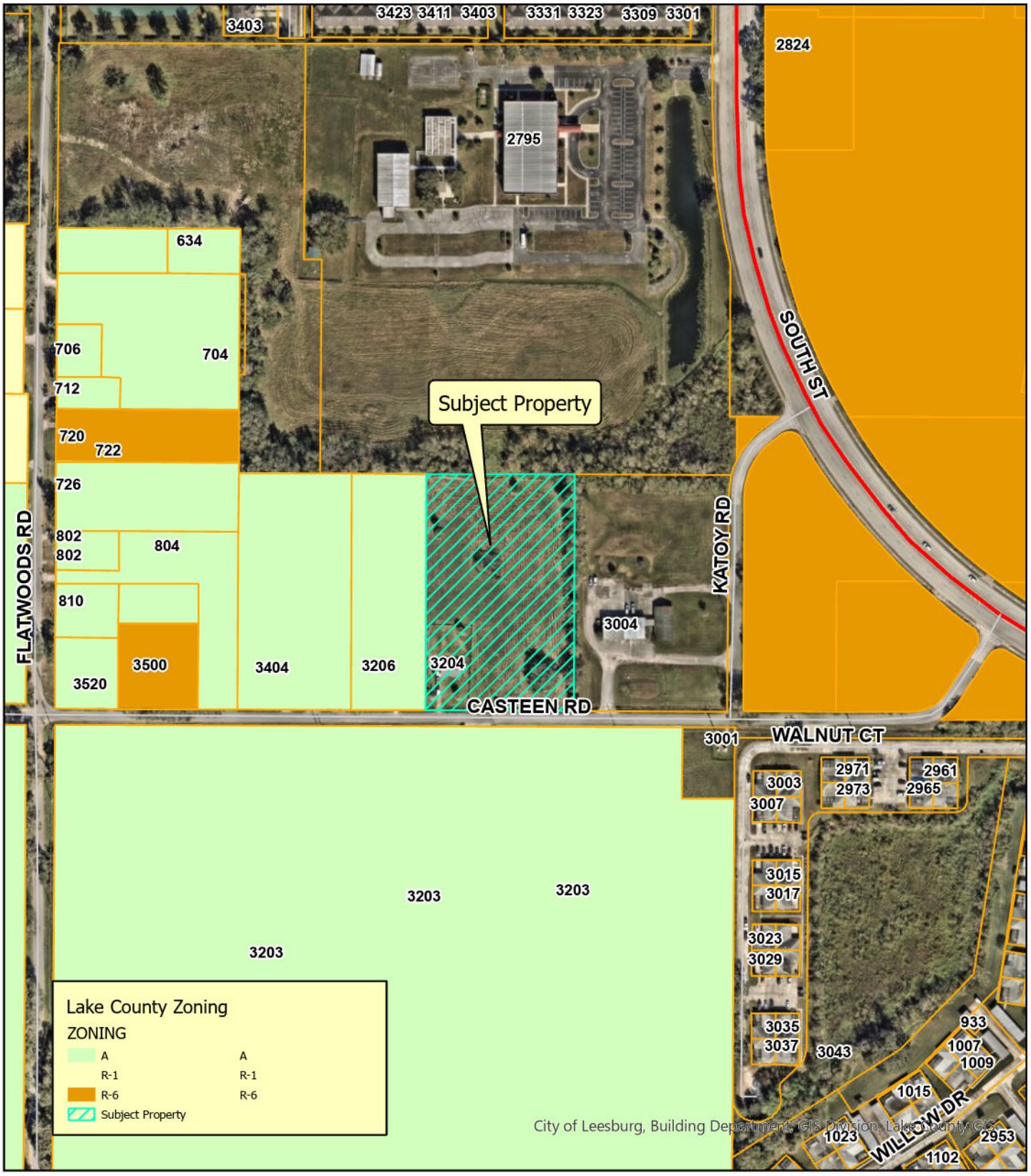
Planning & Zoning Department

N

0 75 150 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Lake County Zoning



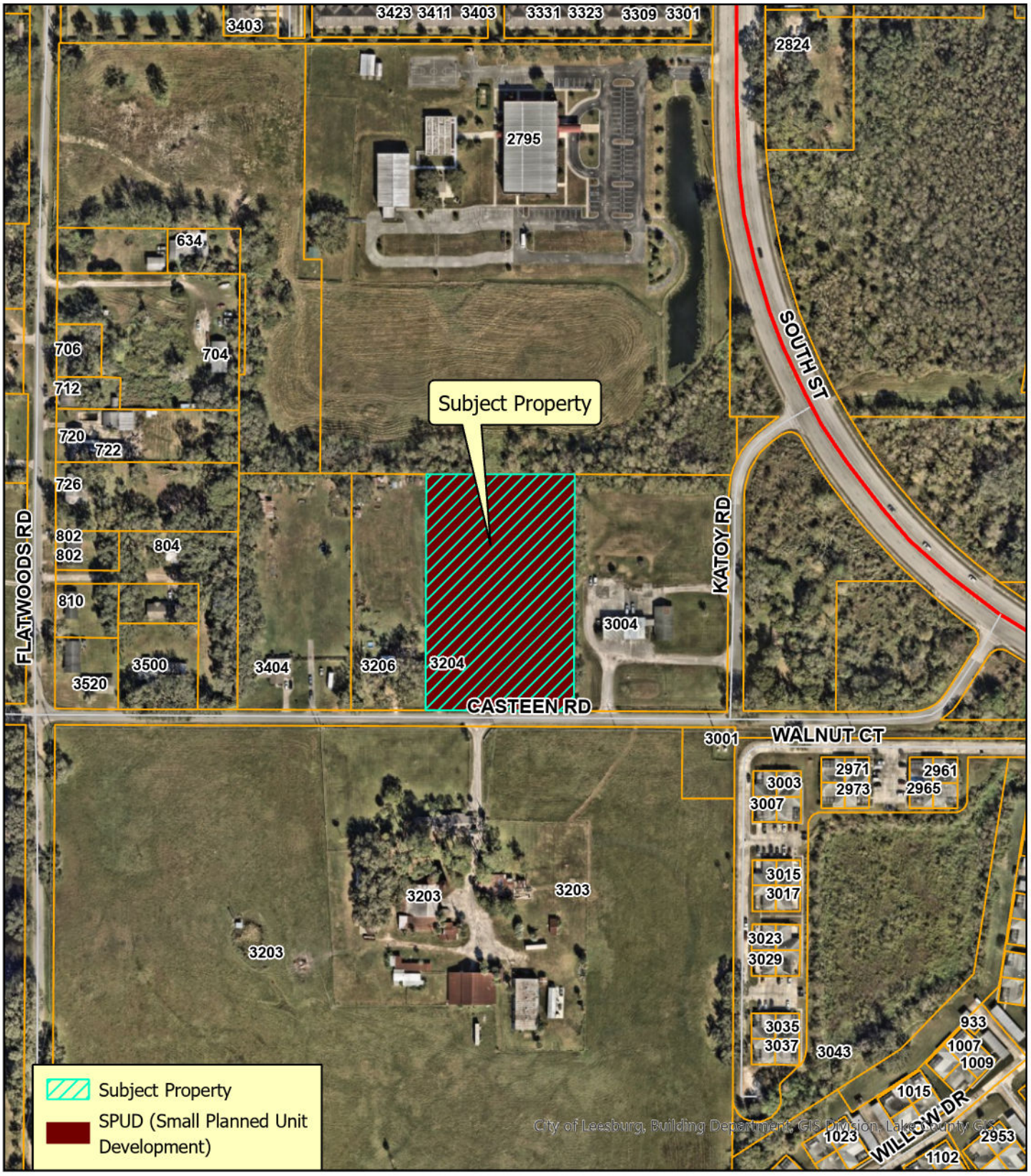
Planning & Zoning Department

N

0 113 225 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Proposed Zoning



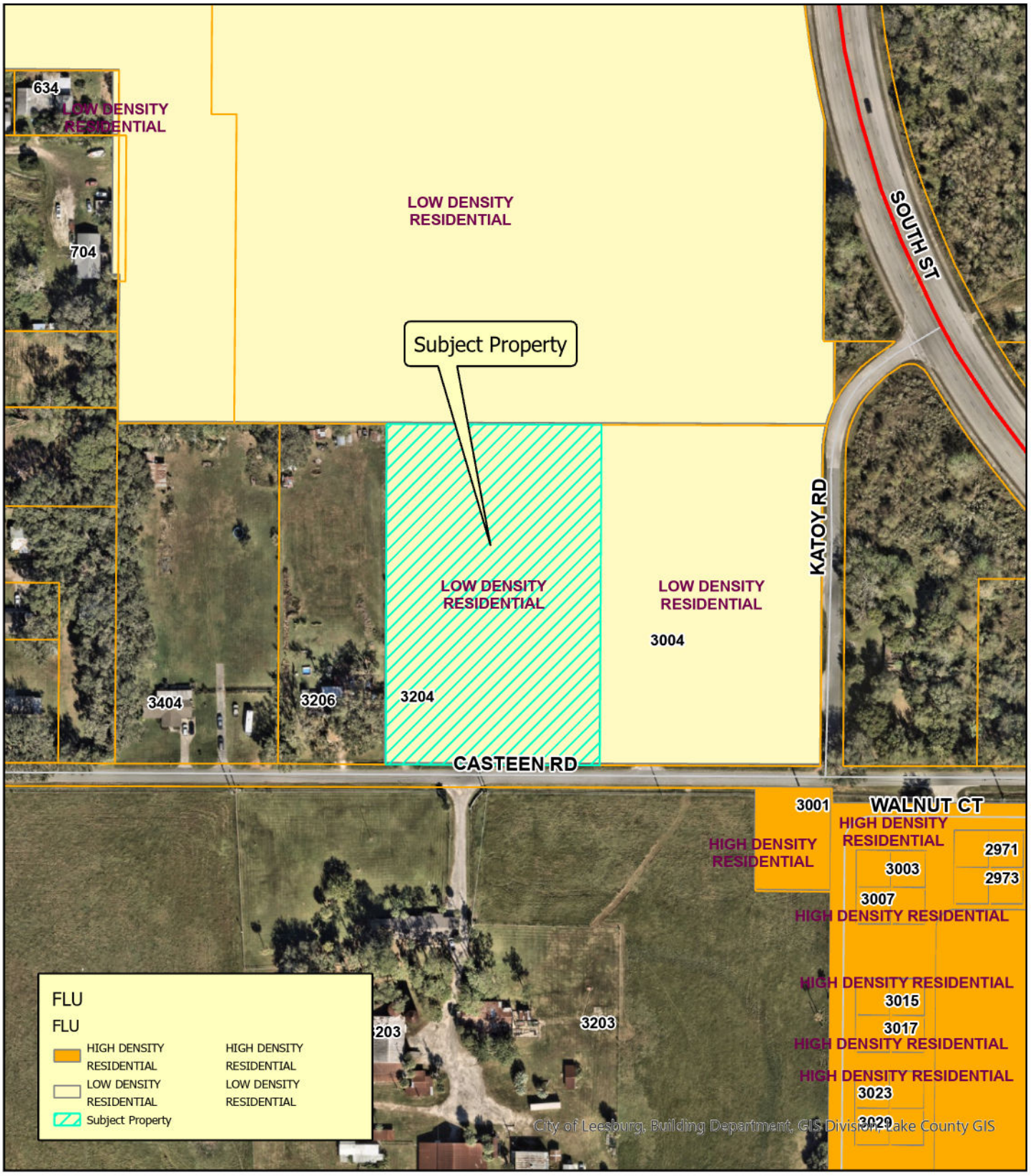
Planning & Zoning Department

N

0 113 225 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Future Land Use



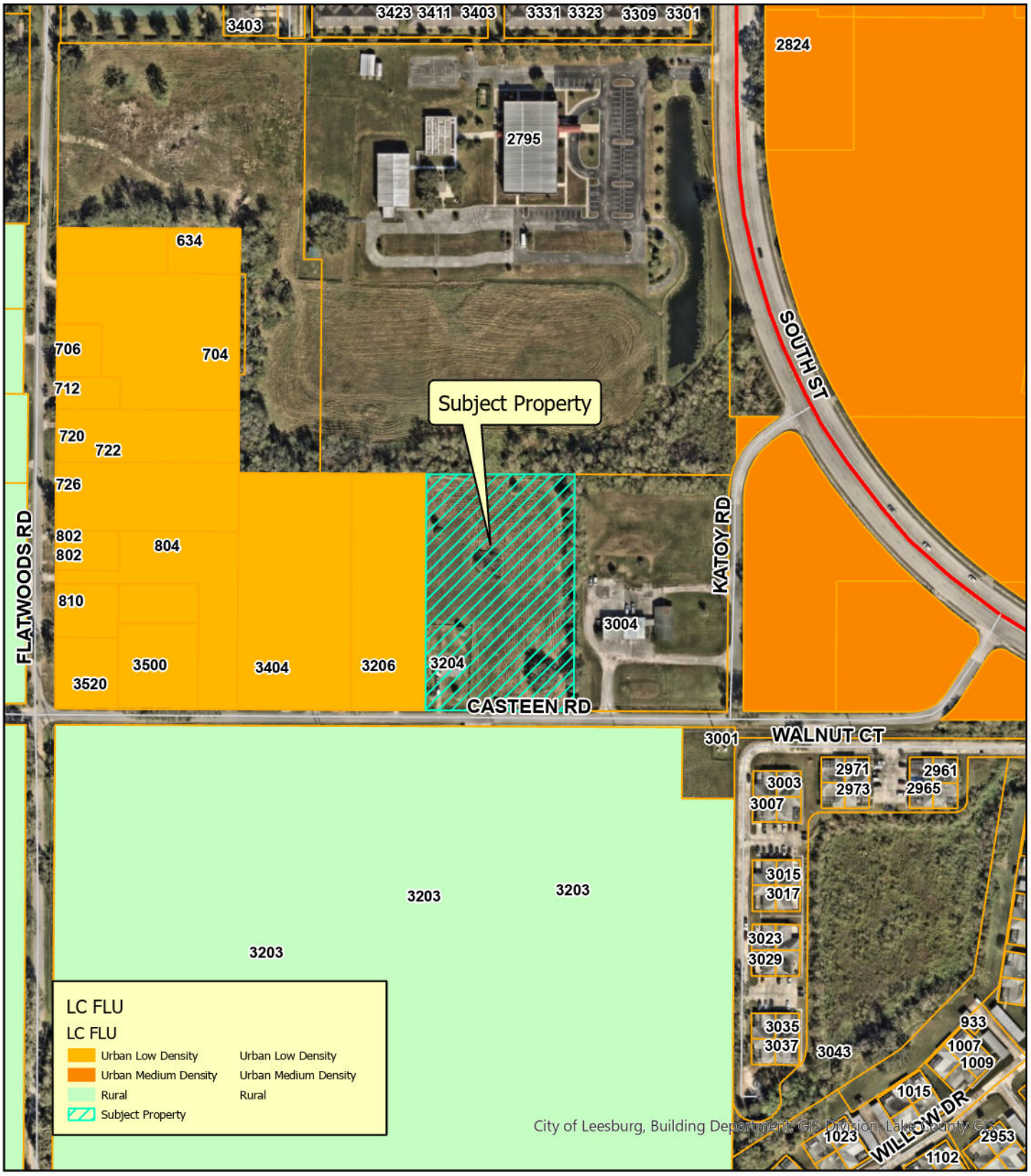
Planning & Zoning Department

N

0 75 150 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Lake County Future Land Use



Planning & Zoning Department

N

0 113 225 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Surrounding Land Uses

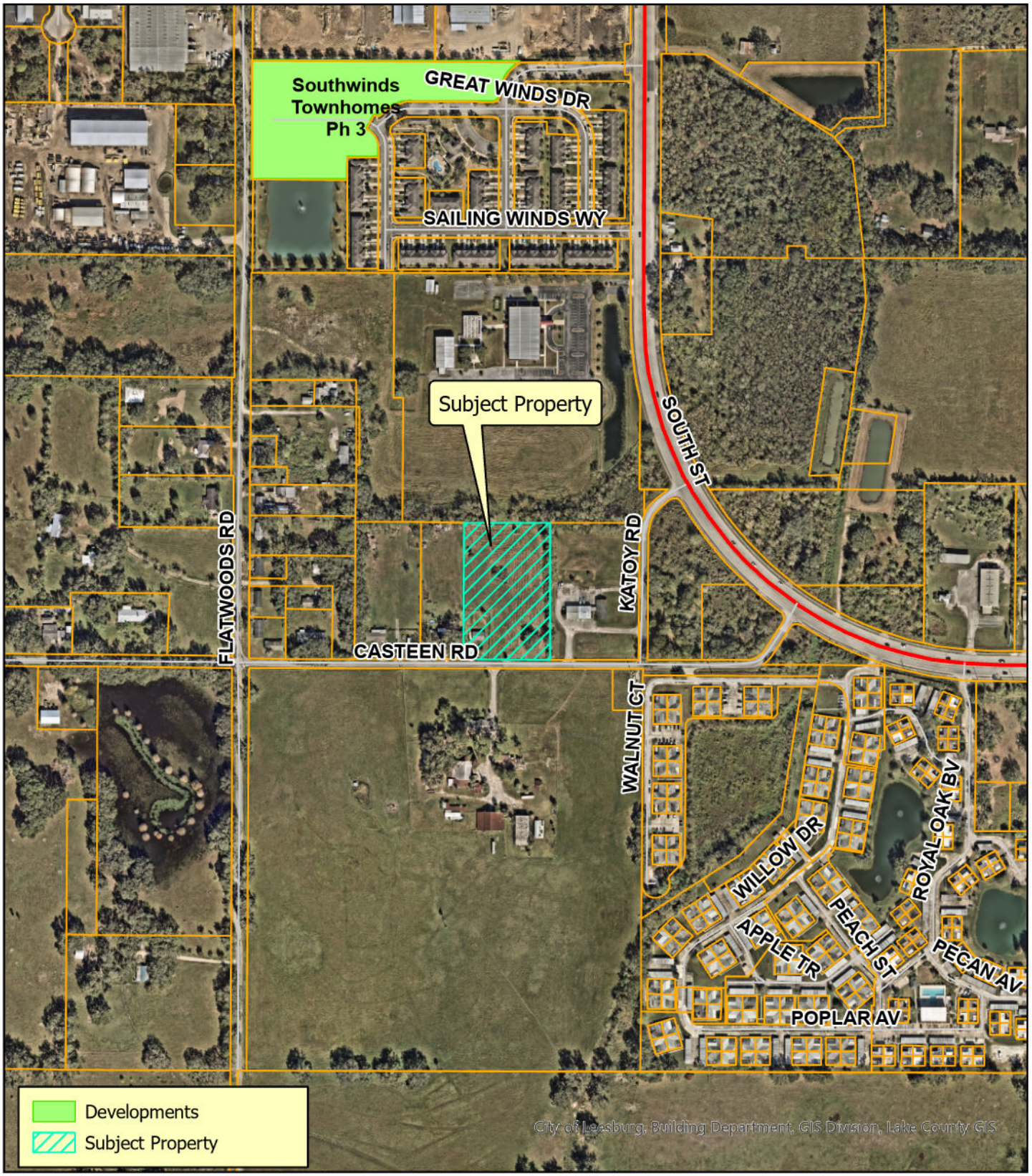
Planning & Zoning Department

N

0 135 270 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Developments



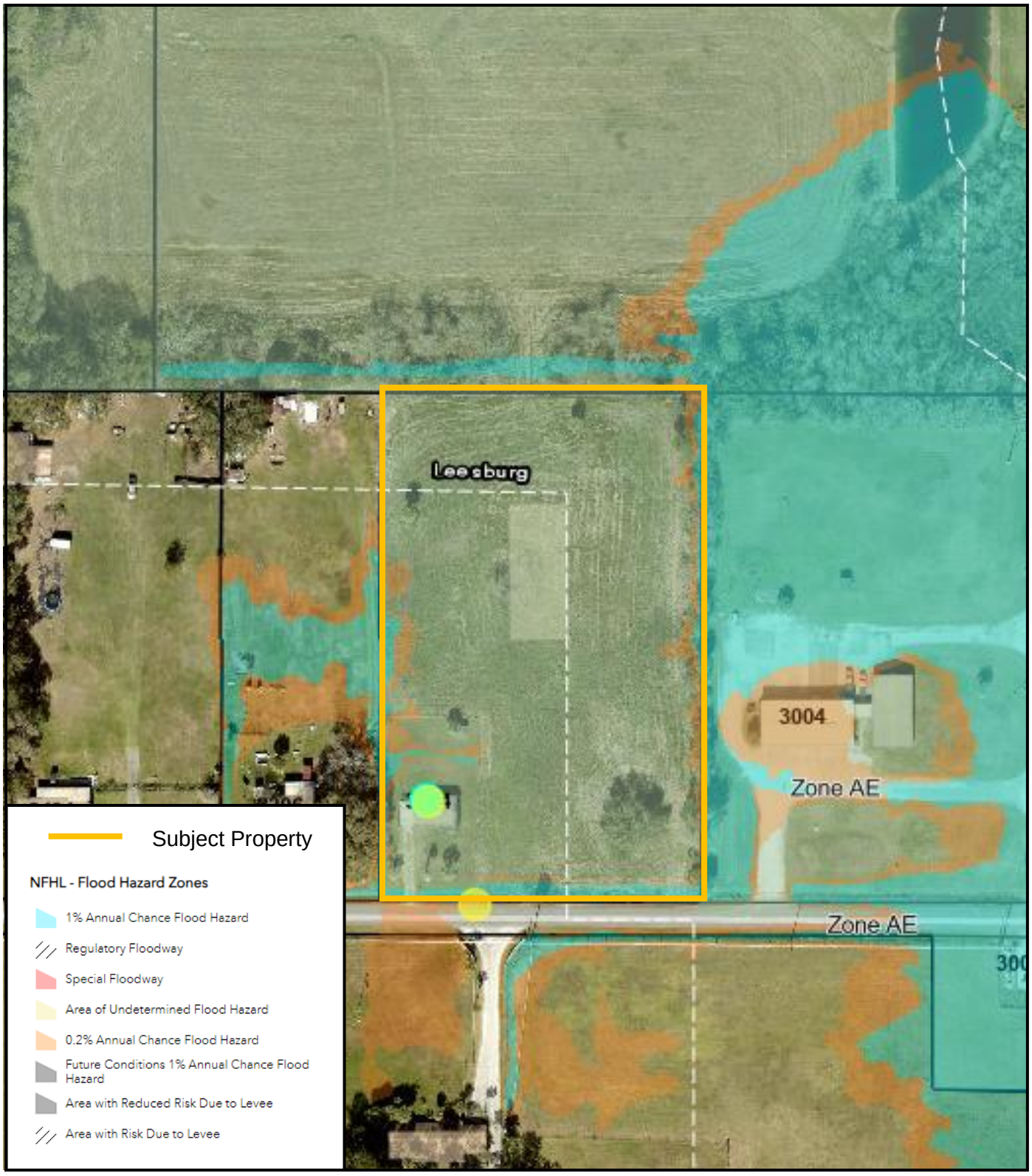
Planning & Zoning Department

N

0 195 390 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Flood Zone



Planning & Zoning Department

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Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Wetlands

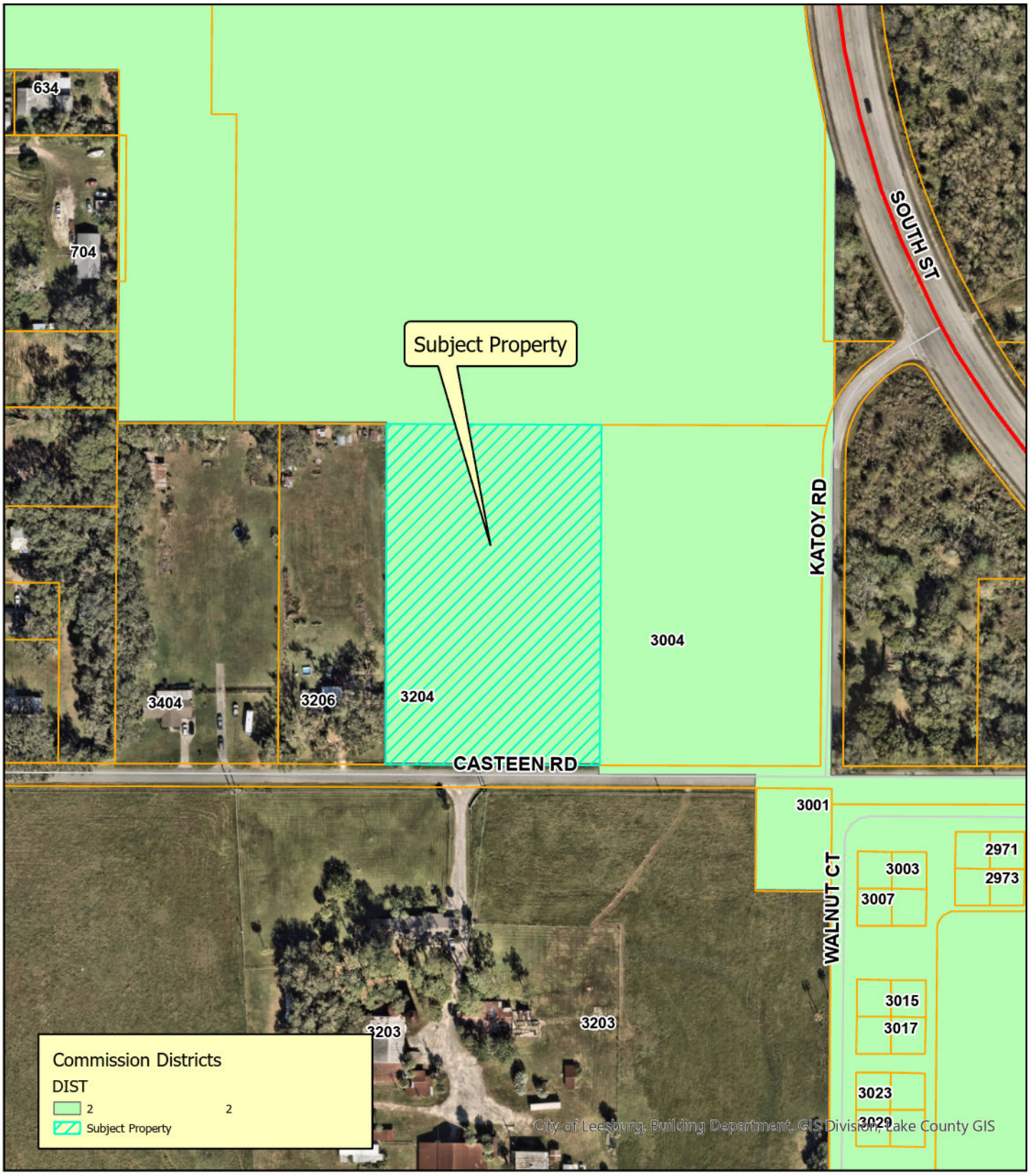
Planning & Zoning Department

N

0 75 150 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

Commission District



Planning & Zoning Department

N

0 75 150 Feet

SPUD-25-751
3204 Casteen Rd, Leesburg, FL 34748
Alternate Key(s): 1756219
Section 28 Township 19 South, Range 24 East
November 24, 2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: December 18, 2025
OWNER: Petralanda Properties LLC
PETITIONER: Bret Jones, PA
PROJECT: Petralanda SPUD
REQUEST: Rezoning to SPUD for light industrial uses, including office and outdoor storage.
CASE NO.: SPUD-25-751

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/15/2025.

FIRE

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SPUD-25-751 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

--Captain Amanda Stevenson, 12/11/2025

ELECTRIC

No comments received as of 12/15/2025.

GAS

No Comment. – Wayne Williams, 11/26/2025

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 11/26/2025

BUILDING

No comments received as of 12/15/2025.

PUBLIC WORKS

No comments received as of 12/15/2025.

HOUSING & REDEVELOPMENT

No comment from the Housing Department. – Sandra Wilson, 11/26/2025

LAKE COUNTY PUBLIC WORKS

RE: PROJECT: Petralanda Planned Unit Development
CASE NO.: SPUD-25-751
Lake County Department of Public Works recommended requirements for the Petralanda SPUD impacts on roadways and drainage systems:
Casteen Rd:
• The previous residential property access driveway apron applied earlier this year will not be valid for the proposed use of the site and the commercial operation. To allow the proposed uses and development activities, the driveway apron must be permitted as a commercial use driveway with the standards meet the commercial design criteria and allowing for the truck turning movement. Please apply for the permit for the commercial driveway access connection with Lake County Public Works Department after the land use and rezoning change.
• Additional right-of-way for Casteen Rd will be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
Traffic:
• A Traffic Impact Analysis (TIA) will be required of this development for review by the City of Leesburg and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.
Stormwater Management:
• The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.
Flood Study:
• Development will be responsible for a drainage and flood study to determine the flood zones within and partially cross into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.
Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and

Zoning.
Please contact me if you have any questions concerning the comments and recommendations provided in this letter.
Approval may be subject to Board of County Commission approval.
Sincerely,
Seth Lynch, 12/1/2025

LAKE COUNTY SCHOOLS

The school district does not have any comments for the proposed industrial PUD. – Helen LaValley, 11/26/2025

PUBLIC RESPONSES

Approval

No comments received as of 12/15/2025.

Disapproval

No comments received as of 12/15/2025.

No comment

No comments received as of 12/15/2025.

Notice of Appearance filed:

No comments received as of 12/15/2025.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 12/15/2025.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 12/15/2025.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 12/15/2025.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 18, 2025
OWNER: Petralanda Properties LLC
PETITIONER: Bret Jones, PA
PROJECT: Petralanda SPUD
REQUEST: Rezoning to SPUD for light industrial uses, including office and outdoor storage.
CASE NO.: SPUD-25-751

GENERAL LOCATION: North of Casteen Road and West of South Street

FUTURE LAND USE DESIGNATION: City Low Density Residential.

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City Low Density Residential
South – Lake County Rural; City General Commercial; High Density Residential
East – Lake County Urban Medium; City Low Density Residential, High Density Residential
West – Lake County Urban Low

PROPOSED FUTURE LAND USE DESIGNATION: No change requested.

EXISTING ZONING DESIGNATION: City SPUD (Small Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – City R-3 (High Density Residential)
South – Lake County A (Agriculture)
East – Lake County R-6 (Urban Residential); City Industrial, R-2 (Medium Density Residential)
West – Lake County A (Agriculture), R-6 (Urban Residential)

PROPOSED ZONING DESIGNATION: City SPUD (Small Planned Unit Development), with revised conditions.

EXISTING LAND USE: Single-family residence.

SURROUNDING LAND USE:

North – House of Worship
South – Agriculture
East – Office, Residential
West – Residential

PROPOSED LAND USE: General light industrial uses, including outdoor storage, and an office for construction business.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.1.
Meeting Date:	February 23, 2026
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 202.6 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 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 4; and providing an effective date. (Lake Bright-Brighurst ANNX)

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 202.6 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 202.6 +/- acres, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, as shown on the attached General Location Map. At this time, the property is residential and agricultural, with uses including 1 Manufactured home, 1 Agricultural homesite, and 1 Barn. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to develop under City regulations and connect to City utilities. The proposal of the property for 502 single-family residential lots, comprised of 50’ x 120’ and 60’ x 120’ lots, with associated amenities.

The property is surrounded by Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District), and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which along

with the Planned Unit Development Application, had recommendations for approval from the staff and a recommendation of denial from Planning Commission at the public hearing held on January 22, 2026, citing concerns of traffic, density, and inter-community access.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 202.6 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 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 4; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT-BRIGHURST ANNX)

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

Section 1.

Based upon the petition of Ben Snyder, Hanover Land Company, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 4;

Section 3.

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

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

Lake Bright-Brighurst

AK #s: 1044162, 1044171, 1044189

WEST PROPERTY:
LEGAL DESCRIPTION: (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

THE E-1/2 OF SW-1/4; AND THAT PORTION OF THE SW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) , LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW-1/4 OF NE-1/4 DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE-1/4 OF NW-1/4 AND SAID SW-1/4 OF NE-1/4, A DISTANCE OF 1,810 FEET, MORE OR LESS, TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2); THENCE SOUTHERLY WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW-1/4 OF NE-1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW-1/4 OF NE-1/4 AND SAID SE-1/4 OF NW-1/4, A DISTANCE OF 1,790 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE NORTH WITH THE WEST LINE OF SAID SE-1/4 OF NW-1/4, A DISTANCE OF 420.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

AND

THE SOUTH 420.26 FEET OF THE E-1/2 OF SW-1/4 OF NW-1/4; LESS ANY ROAD RIGHT OF WAYS.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

AK #s: 1701392, 1701422, 3319397

EAST PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:
PARCEL 1:
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF

STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 2:
FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF_WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A". AND FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2551.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTHLINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, DUNCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 3:
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION LINE 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°54'41" W ALONG SAID PARALLEL LINE 525 FEET; THENCE N 00°04'00" W PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE S 89°54'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE S 89°94'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE

FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE N 03°48'19" W ALONG SAID RIGHT OF-WAY LINE 755.60 FEET; THENCE S 89°54'43" E PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

~ End of Legal Description ~

Extended Aerial

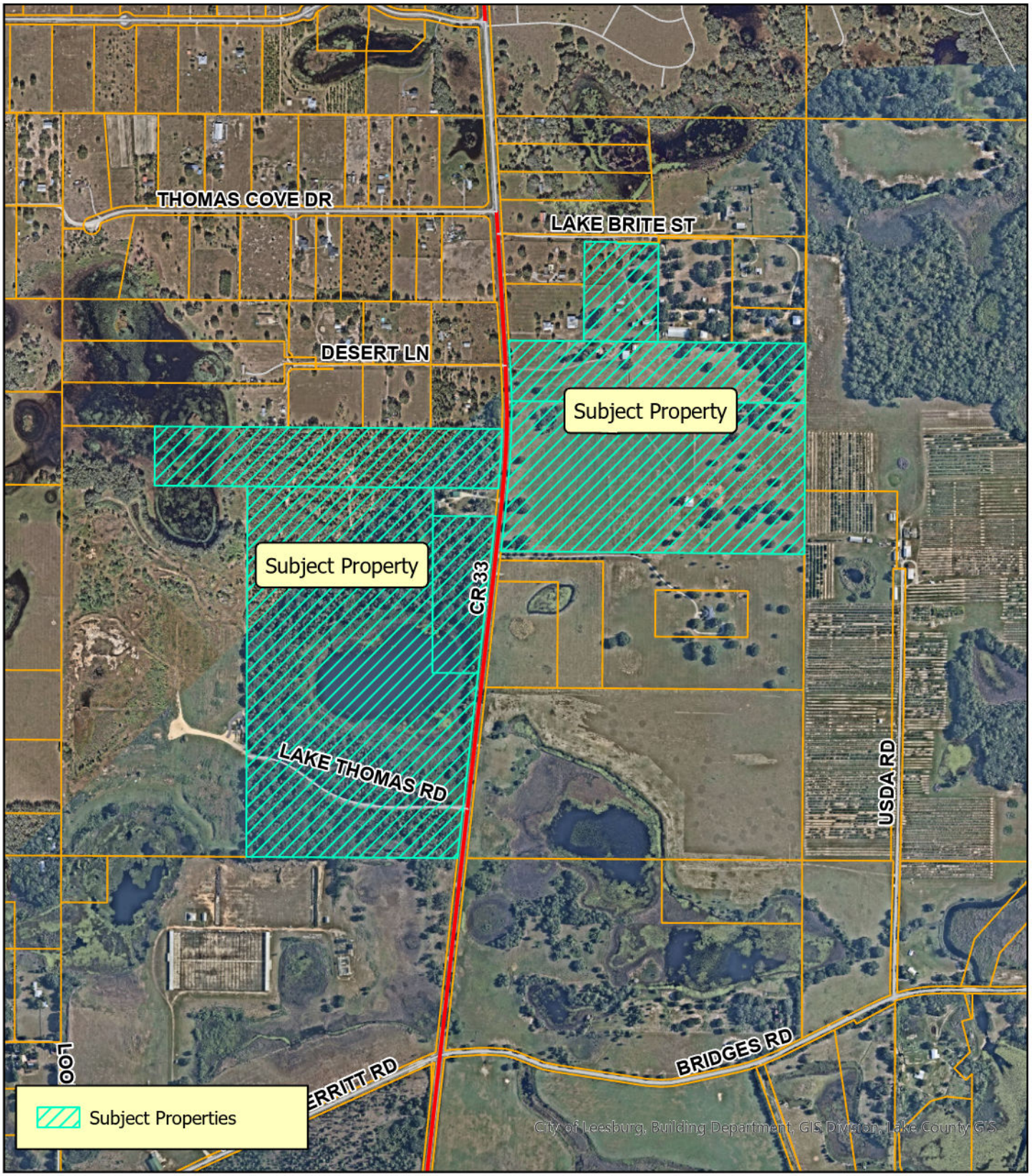
Planning & Zoning Department

N

0 600 1,200 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Aerial



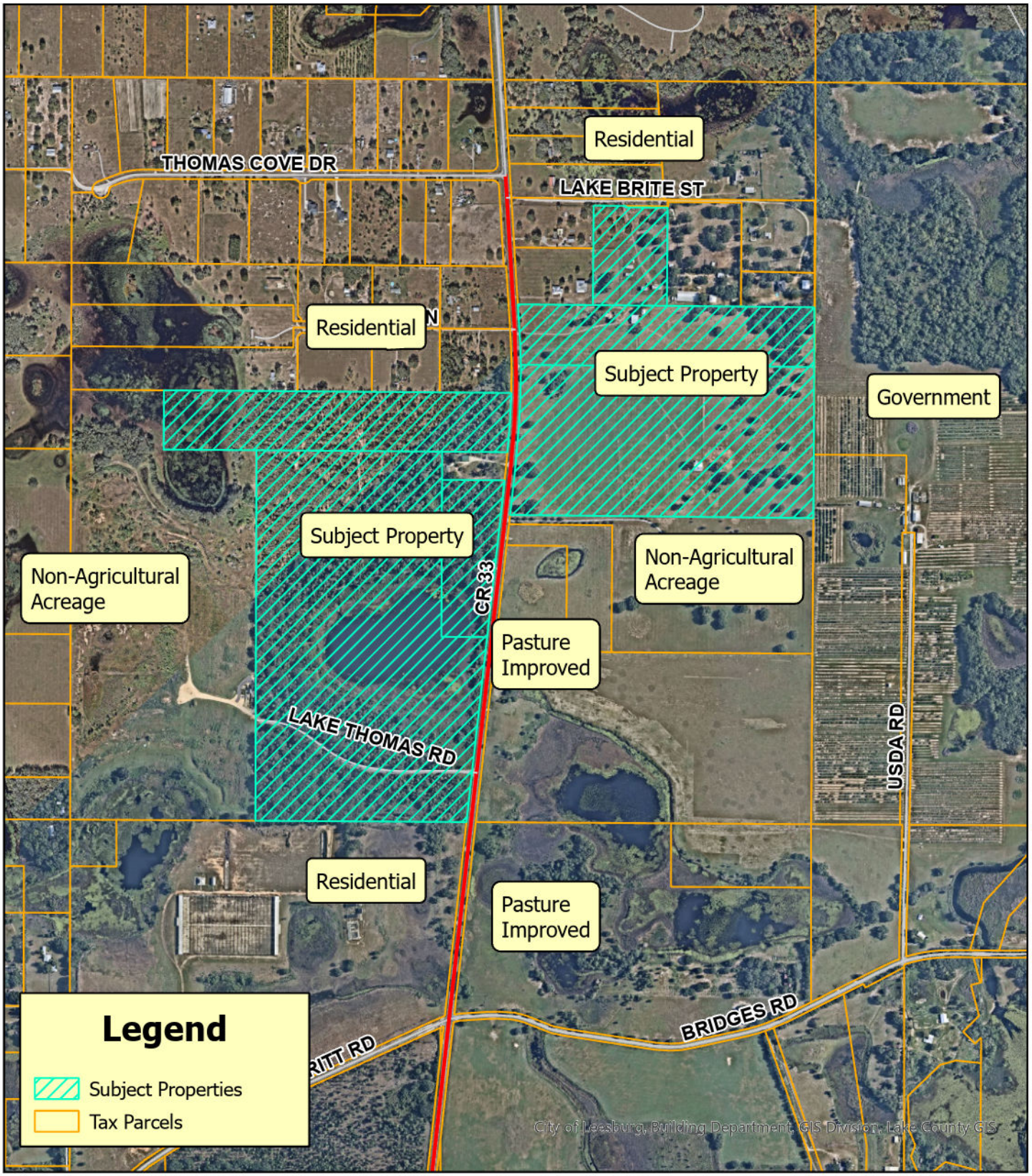
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Surrounding Land Uses



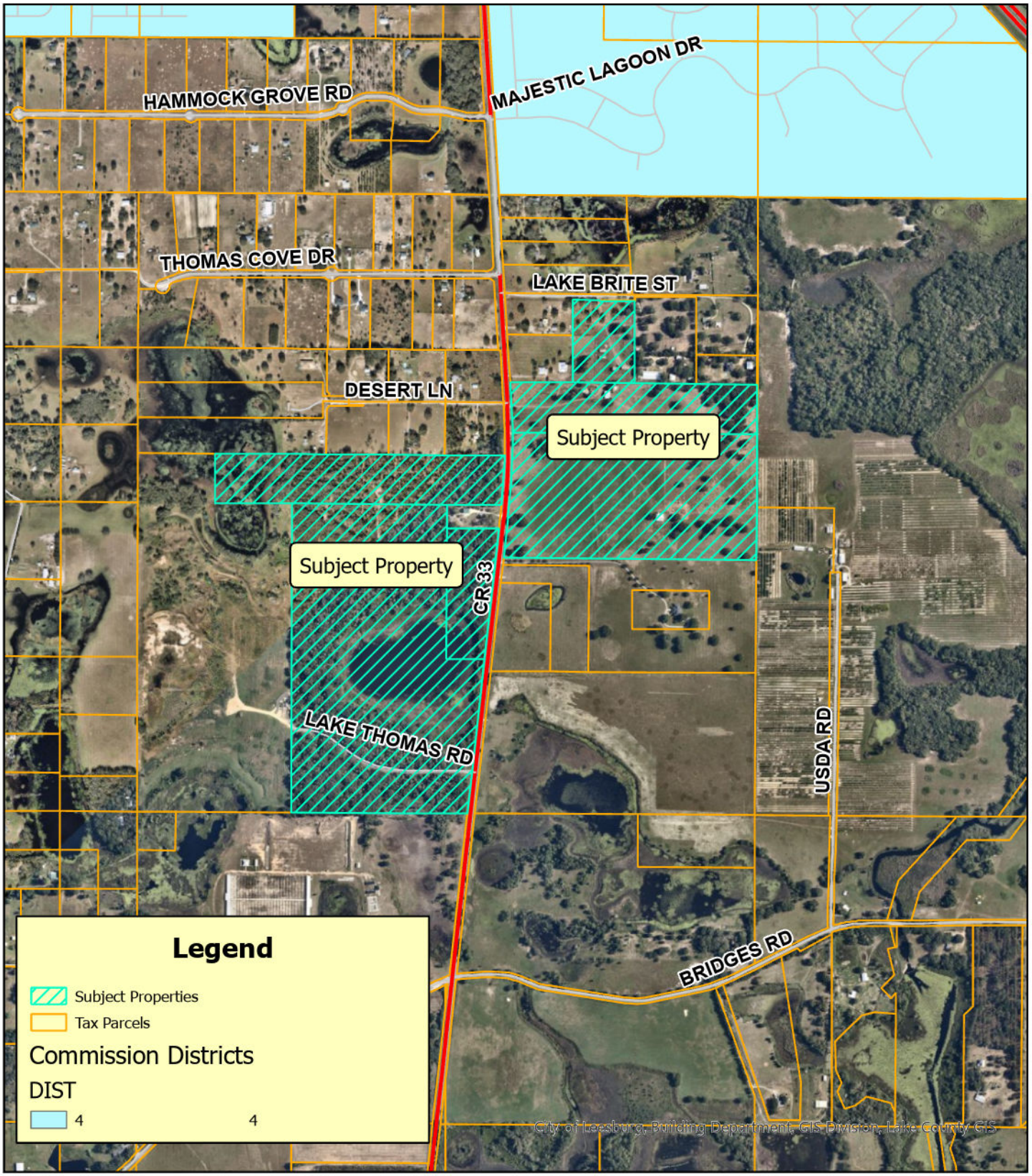
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.2.
Meeting Date:	February 23, 2026
From:	Dan Miller, (Planning and Zoning Director), Max Vanallen, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst LSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential. The Planning Commission recommended denial at the public hearing held on January 22, 2026.

Analysis:
The project site is approximately 202.6 acres. The property is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane. Currently, the property is residential and agricultural, with uses including 1 Manufactured home, 1 Agricultural homesite, and 1 Barn. The proposed use is for 502 single-family residential lots, comprised of 50’ x 120’ and 60’ x 120’ lots, with associated amenities. The surrounding Future Land Use Map designations of Lake County Rural, Conservation, and City of Leesburg Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City’s adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission recommended denial at the public hearing held on January 22, 2026, citing concerns of traffic, density, and inter-community access.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 202.6 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT-BRIGHURST LSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 202.6 acres of land generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

Lake Bright-Brighurst

AK #s: 1044162, 1044171, 1044189

WEST PROPERTY:
LEGAL DESCRIPTION: (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

THE E-1/2 OF SW-1/4; AND THAT PORTION OF THE SW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) , LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW-1/4 OF NE-1/4 DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE-1/4 OF NW-1/4 AND SAID SW-1/4 OF NE-1/4, A DISTANCE OF 1,810 FEET, MORE OR LESS, TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2); THENCE SOUTHERLY WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW-1/4 OF NE-1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW-1/4 OF NE-1/4 AND SAID SE-1/4 OF NW-1/4, A DISTANCE OF 1,790 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE NORTH WITH THE WEST LINE OF SAID SE-1/4 OF NW-1/4, A DISTANCE OF 420.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

AND

THE SOUTH 420.26 FEET OF THE E-1/2 OF SW-1/4 OF NW-1/4; LESS ANY ROAD RIGHT OF WAYS.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

AK #s: 1701392, 1701422, 3319397

EAST PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:
PARCEL 1:
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF

STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 2:
FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF_WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A". AND FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2551.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTHLINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, DUNCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 3:
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION LINE 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°54'41" W ALONG SAID PARALLEL LINE 525 FEET; THENCE N 00°04'00" W PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE S 89°54'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE S 89°94'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE

FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE N 03°48'19" W ALONG SAID RIGHT OF-WAY LINE 755.60 FEET; THENCE S 89°54'43" E PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

~ End of Legal Description ~

Extended Aerial

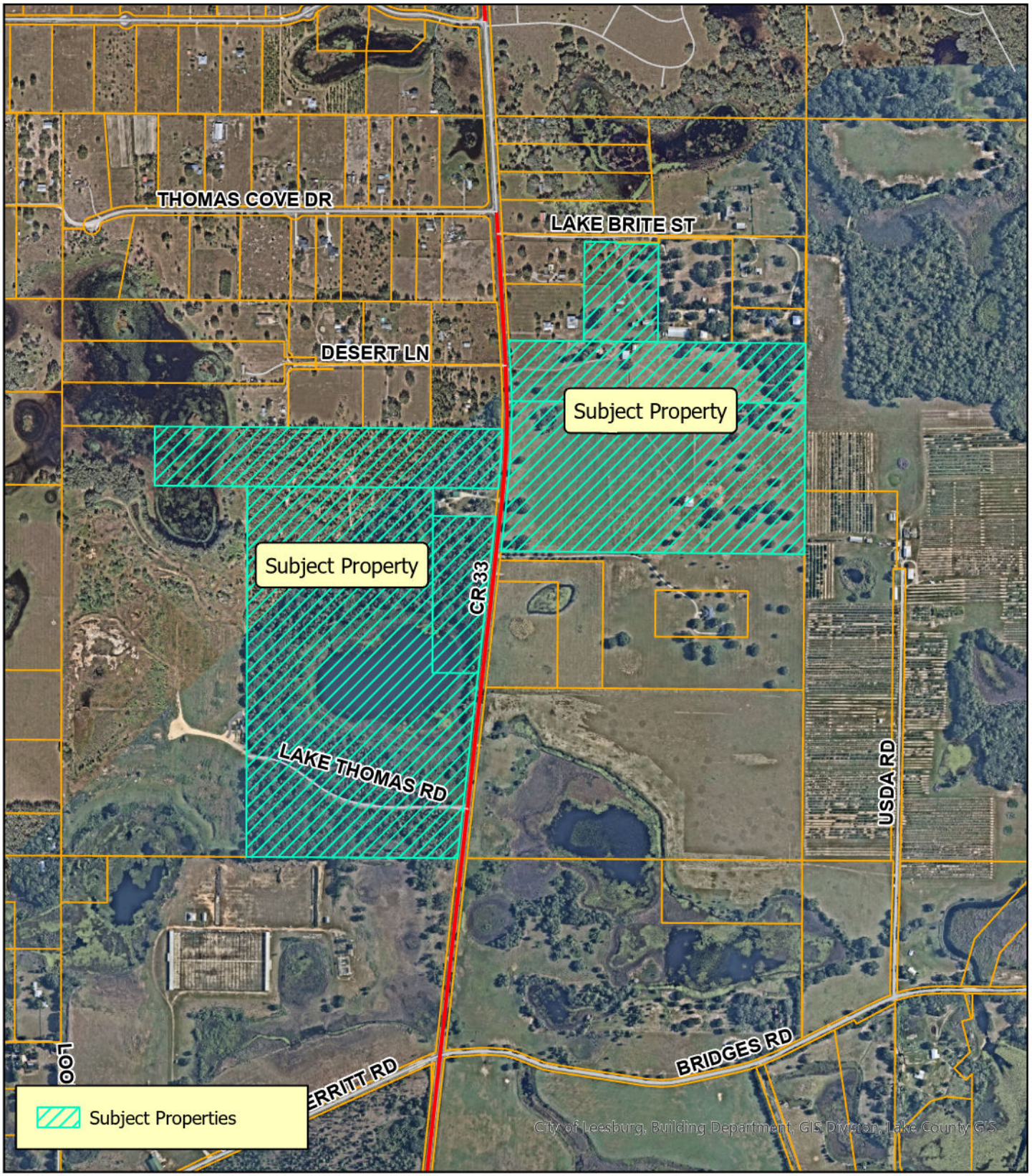
Planning & Zoning Department

N

0 600 1,200 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Aerial



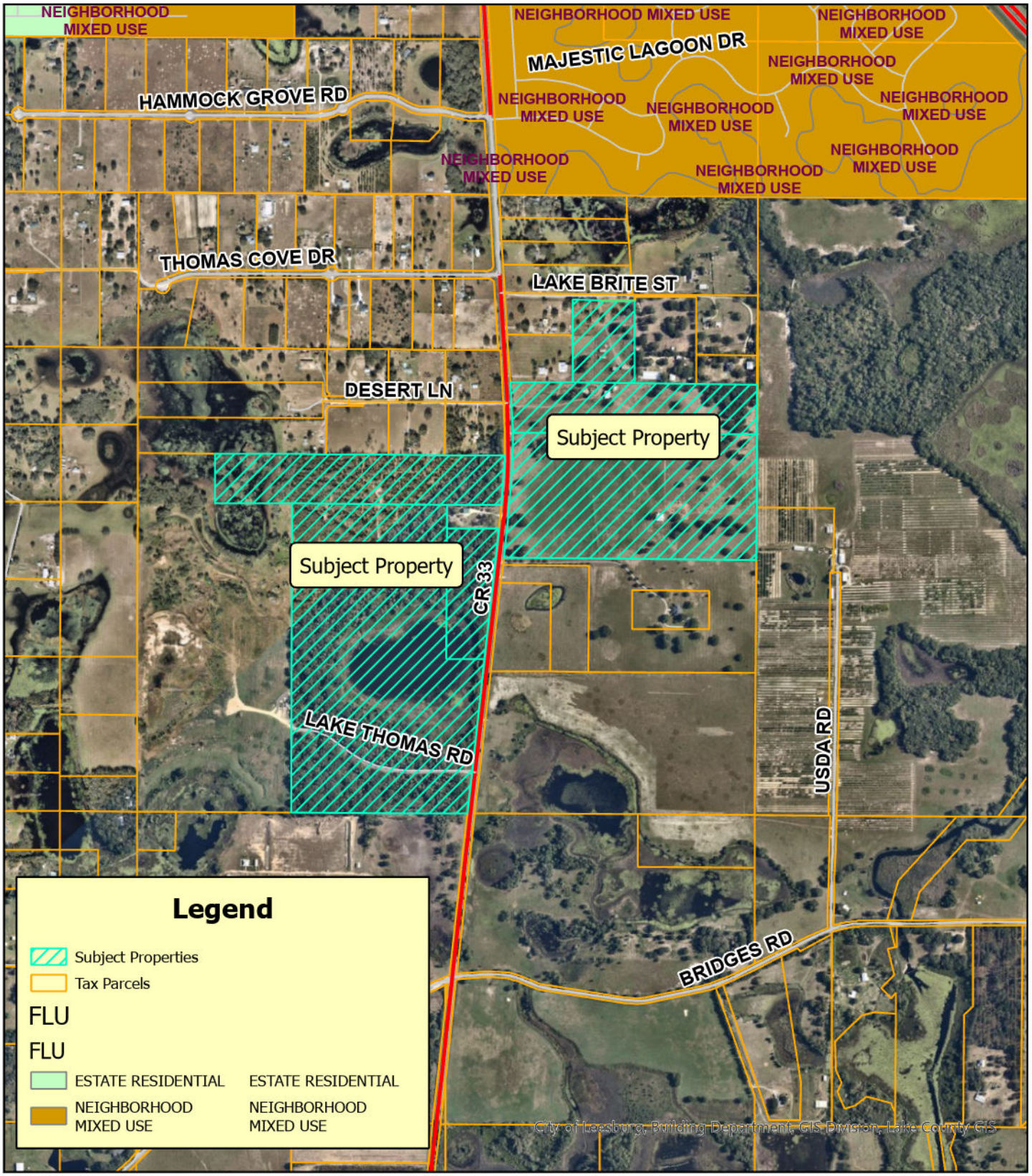
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Future Land Use



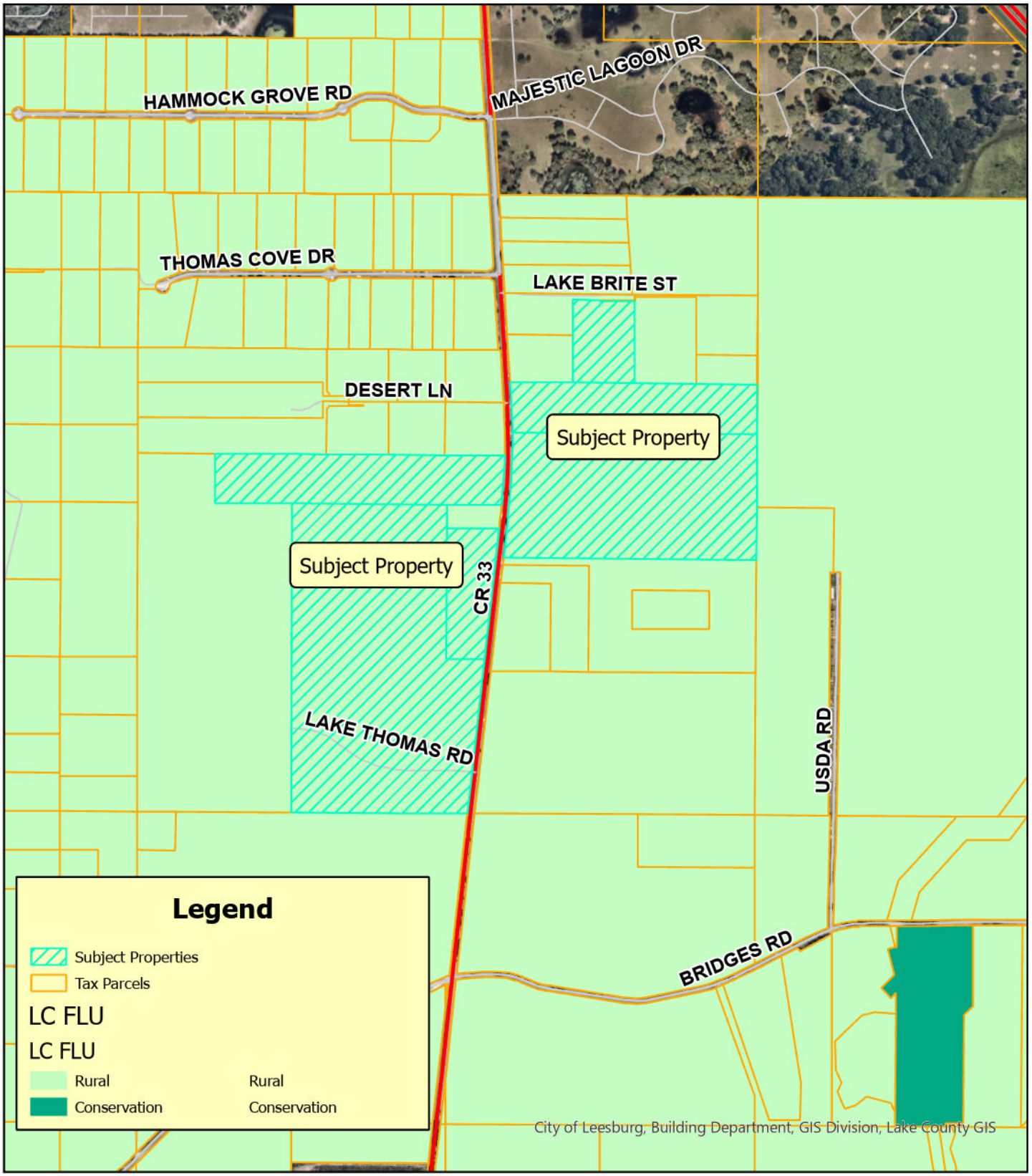
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Lake County Future Land Use



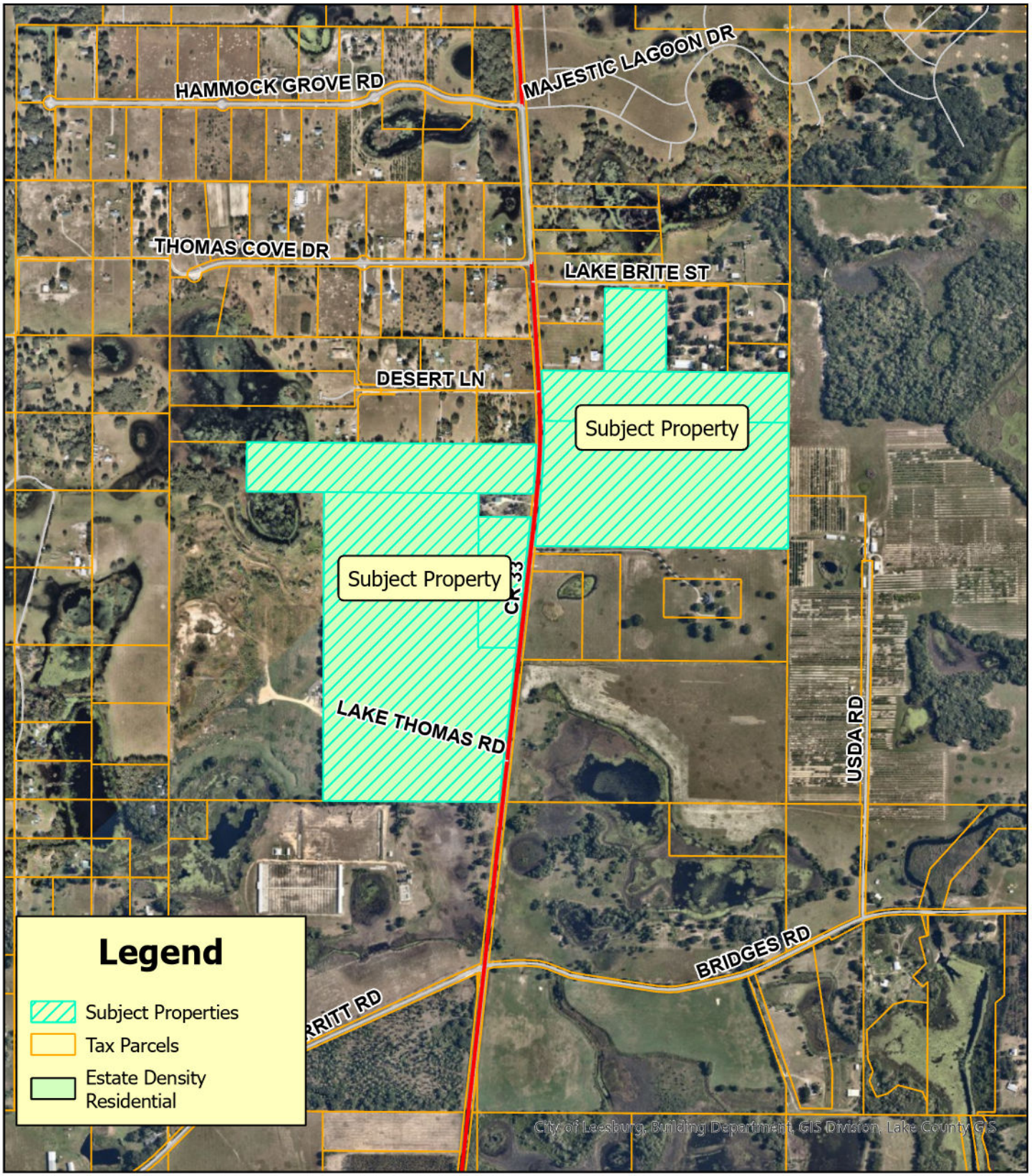
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Proposed Future Land Use



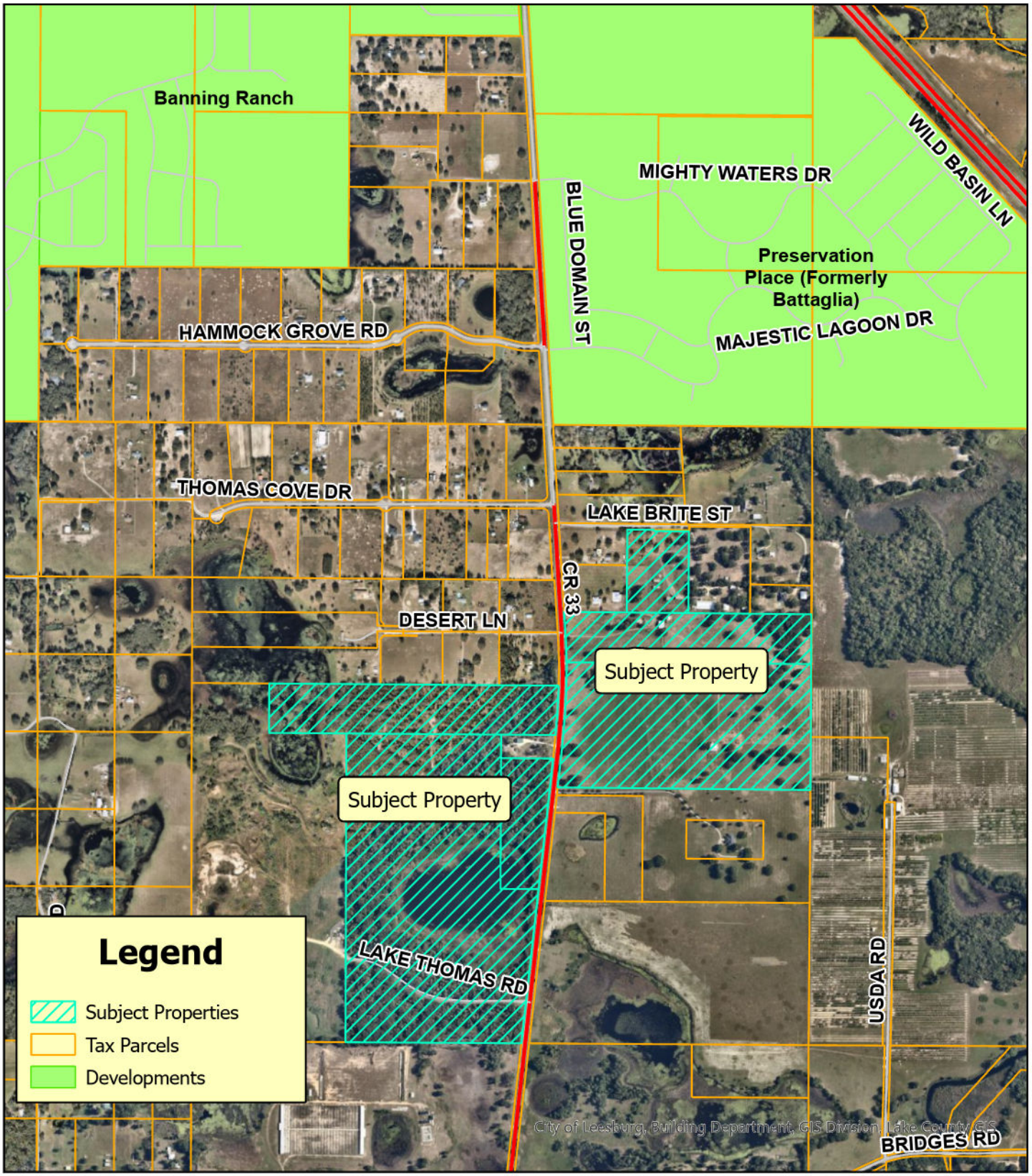
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Developments



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

GENERAL LOCATION: East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural; City of Leesburg Neighborhood Mixed Use
South – Lake County Rural, Conservation
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Rural	Estate Residential	202.64 +/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District); City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Residential and agricultural acreage.

SURROUNDING LAND USE:
North – Residential
South – Pasture Improved Hay Acreage; Residential; Non-Agricultural Acreage
East – Government
West – Non-Agricultural Acreage

PROPOSED LAND USE: 502 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/16/2026.

FIRE

In reference to Case Number LSCP-25-774; PUD-25-775

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-774; PUD-25-775 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

--Captain Amanda Stevenson, 1/21/2026

ELECTRIC

Leesburg Electric has no objections. This is outside of Leesburg Electric Service territory. – Steve Davis, 12/29/2025

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith, 12/30/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 12/29/2025

BUILDING

No comments received as of 1/16/2026.

PUBLIC WORKS

No comments received as of 1/16/2026.

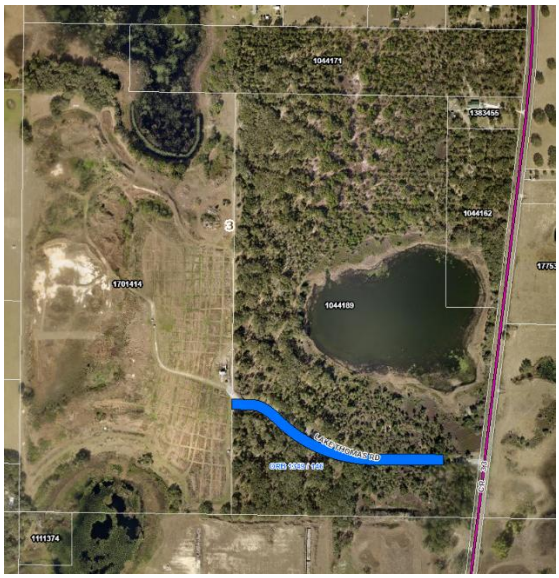
HOUSING & REDEVELOPMENT

No comments received as of 1/16/2026.

LAKE COUNTY PUBLIC WORKS

Attached is the Lake County Public Works comment letter for the Lake Bright-Brighurst CR 33.

A note related to the PUD concept plan is the proposed lot layout will affect the current access to the western parcel at alt key 1701414. Here is a clip from the GIS map showing the blue deeded right-of-way to the property and the driveway/road to the house outside of this proposed development.



I have also included the Roadway and Impact Fee Agreement that was made in coordination and requested by the city for this development's contributions to improvements outside of the development to the existing road network.

Please let Jeff or I know if you have any questions.

Thanks,
Seth

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

January 14, 2026

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Lake Bright-Brighurst CR 33/ Planned Unit Development
CASE NO.: PUD-25-775

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for CR 33

- **Turn Lanes are required on CR 33 at the development's proposed access.**
- **Additional right-of-way may be required for CR 33.**
- **A trail along the development road frontage for CR 33 will need to be accommodated.**
- **A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Lake County Department of Public Works recommended requirements for the Lake Bright-Brighurst CR 33 PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway, accommodate the offsite road improvements while maintaining the road drainage, and accommodate future widening of CR 33. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Roadway Agreement:

- A Roadway and Impact Fee Agreement has been made with the developer to help contribute to the road improvements and signal reconstruction at the intersection of CR 470/CR 48 and CR 33 in the Distinctive Community of Okahumpka. This agreement was made with coordination between city and county for this development's contributions to improvements outside of the development to the existing road network.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Engineering and Operations Director
Lake County Department of Public Works
seth.lynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

An Adequate Public Facilities determination (APF15-205) was issued for this project on 12/11/25. The determination was for 502 SF units. Please be advised the project is still subject to school concurrency review. – Helen LaValley, 12/30/2025.

PUBLIC RESPONSES

Approval

No comments received as of 12/15/2025.

Disapproval

2

No comment

No comments received as of 12/15/2025.

Notice of Appearance filed:

No comments received as of 12/15/2025.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **23404 County Road 33 Groveland, FL 34746**

Dear Leesburg Planning & Zoning,
We, William and Karen Robertson oppose Case No: LSCP-25-774; PUD-25-775 Lake Bright-Brighurst CR33 project per our attorney unless there is a requirement for the builder to construct a concrete wall at least 8 feet tall along the entire South side of the Brighurst property.

We have owned our 33 acres for 38 years where we have a homestead and cattle ranch. We have been advised that per these homes with the current perimeter barrier requirements from the City of Leesburg for only a 4-6 ft split rail or poly fence are inadequate.

Sincerely,
William B. Robertson and Karen J. Robertson

2. To Whom It May Concern,

I am writing to formally express my opposition to the proposed rezoning and Planned Unit Development associated with case numbers LSCP-25-774; PUD-25-775, located in the Lake Bright St area along County Road 33.

The proposal to rezone more than 200 acres of rural land and change the current five-acre minimum per residence to allow 502 detached single-family residential lots raises serious concerns regarding traffic safety, infrastructure capacity, and the long-term preservation of Lake County's rural character.

This area is already awaiting multiple approved developments that have yet to be completed. Even without these developments, CR 33 experiences frequent accidents and dangerous driving conditions. Issues such as illegal passing, speeding, and aggressive driving are already common, creating unsafe conditions for residents and commuters. Adding a third large-scale development would significantly increase traffic on roadways that are not designed to safely handle such volume, further endangering the public.

Beyond traffic and safety concerns, this rezoning threatens to permanently alter and diminish the beautiful country farmland that defines this area and much of Lake County. The existing five-acre minimum per residence was established for a clear and important purpose: to preserve rural landscapes, reduce overdevelopment, and protect the county's natural beauty. Eliminating this standard in favor of high-density development undermines that intent and opens the door for a domino effect of similar rezonings throughout surrounding rural areas.

Once farmland and open space are lost to dense development that cannot be restored. Approving this request would not only change the character of the Lake Brite Street and CR 33, but could also set a precedent that continues to erode the rural charm and agricultural heritage that Lake County residents value and seek to protect.

For these reasons, I respectfully urge the County to deny or reconsider this rezoning request until comprehensive traffic studies, infrastructure improvements, and cumulative development impacts are fully evaluated. Growth should be managed responsibly, with public safety, sustainability, and the preservation of Lake County's rural identity as top priorities.

Thank you for your time and consideration.

Sincerely,
Kayla and Quintin Phillips
3956 Lake Brite Street
Groveland, FL 34736
352-398-2742

NOTICE OF PUBLIC HEARING

LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # LSCP-25-774) from Ben Snyder, Hanover Land Company, Petitioner, for a large-scale comprehensive plan map amendment as described below.

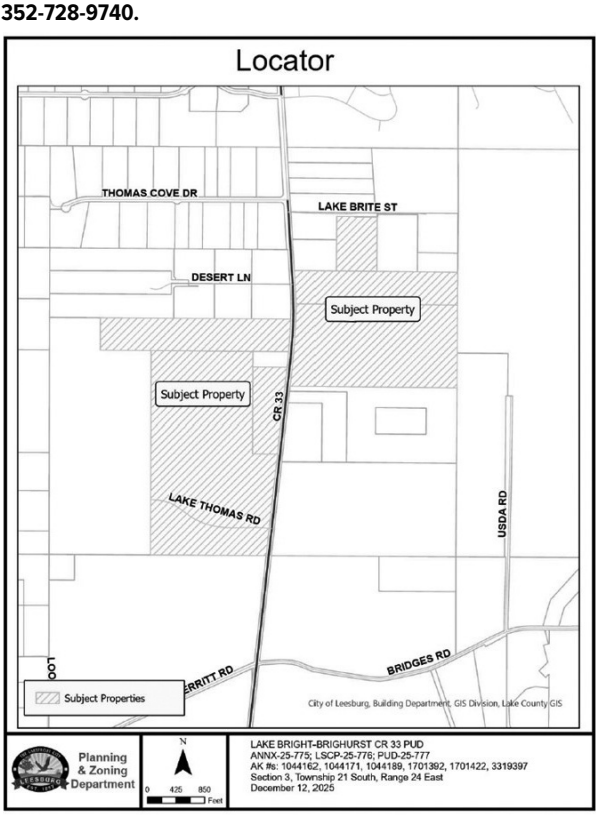
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 202.6 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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 purposes 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.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



LF-43215027

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Lake Bright-Brighurst CR 33
REQUEST:	Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential.
CASE NO.:	LSCP-25-774

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

<u>APPROVAL</u> of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Rural; Conservation, and City Neighborhood Mixed Use.

3. The proposed request, as conditioned. is compatible with the proposed zoning of PUD (Planned Unit Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Large Scale Comprehensive Plan amendment from Lake County Rural to City Estate Residential, and forward the recommendation to the City Commission for consideration.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: February 23, 2026

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 202.6 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 502 single-family residential lots, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst PUD)

Staff Recommendation:
Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for single-family detached residential uses. The Planning Commission recommended denial at the public hearing held on January 22, 2026.

Analysis:
The project site is approximately 202.6 +/- acres, and is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as shown on the attached maps. At this time, the property is residential and agricultural. The proposal will allow for 502 single-family residential lots, comprised of 50’ x 120’ and 60’ x 120’ lots, with associated amenities. The existing land uses surrounding the property are Residential, Pasture Improved Hay Acreage, Non-Agricultural Acreage, and Government. City of Leesburg utilities will be provided to the site via County Road 33 and the appropriate utility improvements to support the development.

The Planning Commission recommended denial at the public hearing held on January 22, 2026, citing concerns of traffic, density, and inter-community access.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD Planned Unit Development); or

2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 202.6 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 502 SINGLE-FAMILY RESIDENTIAL LOTS, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT-BRIGHURST PUD)

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

Section 1.

Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

Lake Bright-Brighurst

AK #s: 1044162, 1044171, 1044189

WEST PROPERTY:
LEGAL DESCRIPTION: (PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

THE E-1/2 OF SW-1/4; AND THAT PORTION OF THE SW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2) , LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW-1/4 OF NE-1/4 DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE-1/4 OF NW-1/4 AND SAID SW-1/4 OF NE-1/4, A DISTANCE OF 1,810 FEET, MORE OR LESS, TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2); THENCE SOUTHERLY WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW-1/4 OF NE-1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW-1/4 OF NE-1/4 AND SAID SE-1/4 OF NW-1/4, A DISTANCE OF 1,790 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF NW-1/4; THENCE NORTH WITH THE WEST LINE OF SAID SE-1/4 OF NW-1/4, A DISTANCE OF 420.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

AND

THE SOUTH 420.26 FEET OF THE E-1/2 OF SW-1/4 OF NW-1/4; LESS ANY ROAD RIGHT OF WAYS.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

AK #s: 1701392, 1701422, 3319397

EAST PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:
PARCEL 1:
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF

STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 2:
FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF_WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE ABOVE DESIGNATED POINT "A". AND FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2551.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTHLINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD 33, DUNCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 3:
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION LINE 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°54'41" W ALONG SAID PARALLEL LINE 525 FEET; THENCE N 00°04'00" W PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE S 89°54'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE S 89°94'41" E PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE S 00°04'00" E PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE

FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°04'00" E ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°04'00" E ALONG SAID SECTION 758.10 FEET; THENCE N 89°54'41" W PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE N 03°48'19" W ALONG SAID RIGHT OF-WAY LINE 755.60 FEET; THENCE S 89°54'43" E PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

~ End of Legal Description ~

Case #PUD-25-775 **EXHIBIT A**

LAKE BRIGHT-BRIGHURST CR 33
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
January 22, 2026

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 202.6 acres containing a maximum of 502 detached single-family residential units, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

   See attached **Exhibit B, Legal Description**.

3. **LAND USE**

   The above-described property, containing approximately 208.5 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

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

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.
6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 502 detached single-family residential units, at a gross density of 2.48, not to exceed units per acre on the approximately 202.6-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
   a. A maximum of 299 lots shall have a minimum lot width of fifty (50) feet.
   b. Minimum house size: 1,600 square feet living area.
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.

d. Minimum lot size shall be 6,000 square feet.
e. Minimum lot width 50 feet
f. Minimum lot depth 120 feet
g. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For 60-foot lots:
   a. No less than 203 lots shall have a minimum lot width of sixty (60) feet.
   b. Minimum house size: 1,700 square feet.
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
   d. Minimum lot size shall be 7,200 square feet.
   e. Minimum width 60 feet
   f. Minimum depth 120 feet
   g. Minimum building setbacks:
   Front – 25 feet;
   Porch – 20 feet (porch must be a minimum width of 5 feet).
   Rear – 18 feet;
   Side – 5 feet;
   Corner Side – 15 feet.

3. For all structures:
   a. Each residential structure shall have a minimum two car garage.
   b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
   c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
   d. Maximum building height: two (2) stories or 35 feet.
   e. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   f. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
   g. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

E. Easements:

(a) As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

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

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director, or designee.

D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. A spilt-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be installed shall be installed along the entirety of the CR-33 frontage of the properties, and along all other development boundaries, wherever there are adjacent properties under different ownership and existing opaque tree and vegetation cover is absent. The split- rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.

(a) The four (4) foot fence required herein may be substituted for the below fence types, or as shown in Exhibit F, Representative Fence Examples:
(i) Six (6) foot brick-style opaque material wall or fence; or
(ii) Six (6) foot stone-style opaque material wall or fence.

D. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.

E. Fencing required along the development's boundary may be substituted for existing tree coverage in the buffer, or the addition of opaque canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.

F. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

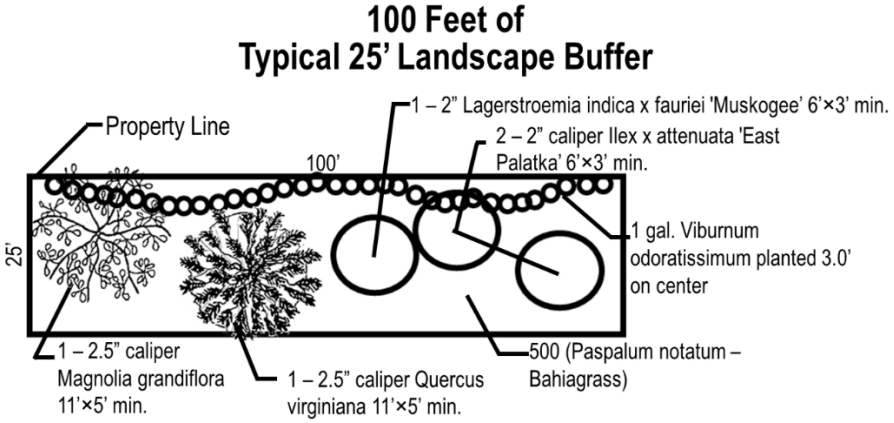
G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



Buffer detail is to illustrate plant material quality and specification only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system.

I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any

existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

J. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

K. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

L. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

M. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this (Small) Planned Unit Development Agreement.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least three (3) primary access points on County Road 33, one (1) for the development east of CR 33, and two (2) for the development west of CR 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. The primary access points on County Road 33 shall be constructed as a "boulevard-type" roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but

are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.

2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. The development east of CR 33 shall also provide a gated, stabilized emergency access onto CR 33, designed to allow emergency vehicles to access the development, and pursuant to Lake County approval and other applicable jurisdictional requirements.

D. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

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

F. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C,** as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. Improvements to the intersection of CR 33/CR 48/CR 470 must comply with the September 9, 2025 agreement with Lake County, as attached hereto and marked as Exhibit H. Failure to complete said improvement shall nullify the terms of this PUD (Planned Unit Development) zoning, including Section 15 C, and the property shall revert to the RE-1 (Estate Density Residential) zoning district standards (1 acre per unit), as provided in Section 25-280 *District Development Standards,* City of Leesburg Code of Ordinances.

D. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

E. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

F. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

G. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

H. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

I. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and

natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:
   1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
   2. A natural gas water heater and natural gas stove, or natural gas dryer.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

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

   (b) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

(c) A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

(d) The existing 100-year flood plain on the property shall be shown on all plans and lots.

(e) The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

(f) A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

B. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.

1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management

District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (103,600 square feet), or 2.38 total acres, whichever is greater.

B. Recreational requirements shall include at least one primary active recreation area, per development side adjacent to CR 33 – one primary area for the eastern development, and one primary area for the western development – to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units, for each side of the development (east and west of CR 33).

1) Retention parks may be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C.**

2) A trail shall be constructed around a dry retention/flood compensation park, or wetland feature, for each side of the development (east and west of CR 33). This trail shall be provided as seen on the attached **Exhibit C.**

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be credited for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

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

15. DEVELOPMENT PHASING & IMPLEMENTATION

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

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

D. Approval of this request shall be subject to the applicant and/or successors in title who shall fully permit, initiate, and complete improvements to the intersection of County Road 33, County Road 48, and County Road 470, based on the applicant's contact with the Lake County Board of County Commissioners, dated September 9, 2025. Failure to complete said improvements shall nullify the terms of this PUD (Planned Unit Development) zoning, including Section 15 C, and the development standards shall revert to the RE-1 (Estate Density Residential) zoning district development standards (1 acre per unit) as provided in Section 25-284 *District development standards,* City of Leesburg, Code of Ordinances.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit

Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

ii. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

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

D. Ability to Provide Services

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

IN WITNESS WHEREOF, Owner has signed this Agreement.

WITNESSES:

OWNER:

_____
Signature

_____
Signature

_____
Type or print name of witness

_____
Type or print name of party

_____
Signature

_____
Signature

_____
Type or print name of witness

_____
Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___,
By _____.
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____.

_____
Notary Signature

_____
Notary Seal

Notary Printed Name

EXHIBIT B **LEGAL DESCRIPTION**

PARCEL 1
O.R. BOOK 2460, PG, 269

E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND
THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW 1/4 OF NE 1/4 DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW 1/4 THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE 1/4 OF NW 1/4 AND SAID SW 1/4 OF NE 1/4 A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW 1/4 OF NE 1/4; THENCE WEST WITH THE SOUTH LINES OF SAID SW 1/4 OF NE 1/4 AND SAID SE 1/4 OF N/W 1/4 THENCE NORTH WITH THE LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING
AND
THE SOUTH 420.26 FEET OF THE EAST 1/2 OF THE SW 1/4 OF NW ¼

PARCEL 2

, LESS AND EXCEPT THE FOLLOWING:

O.R.BOOK 1349 PG, 0146

A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT--OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING--DESCRIBED CENTERLINE:

FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST 1/2 A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF--WAY OF STATE ROAD 33.

PARCEL 3
O.R. BOOK 1509, PAGE 1867

PARCEL A

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL B

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4
O.R.BOOK 3370 PAGE 1207

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

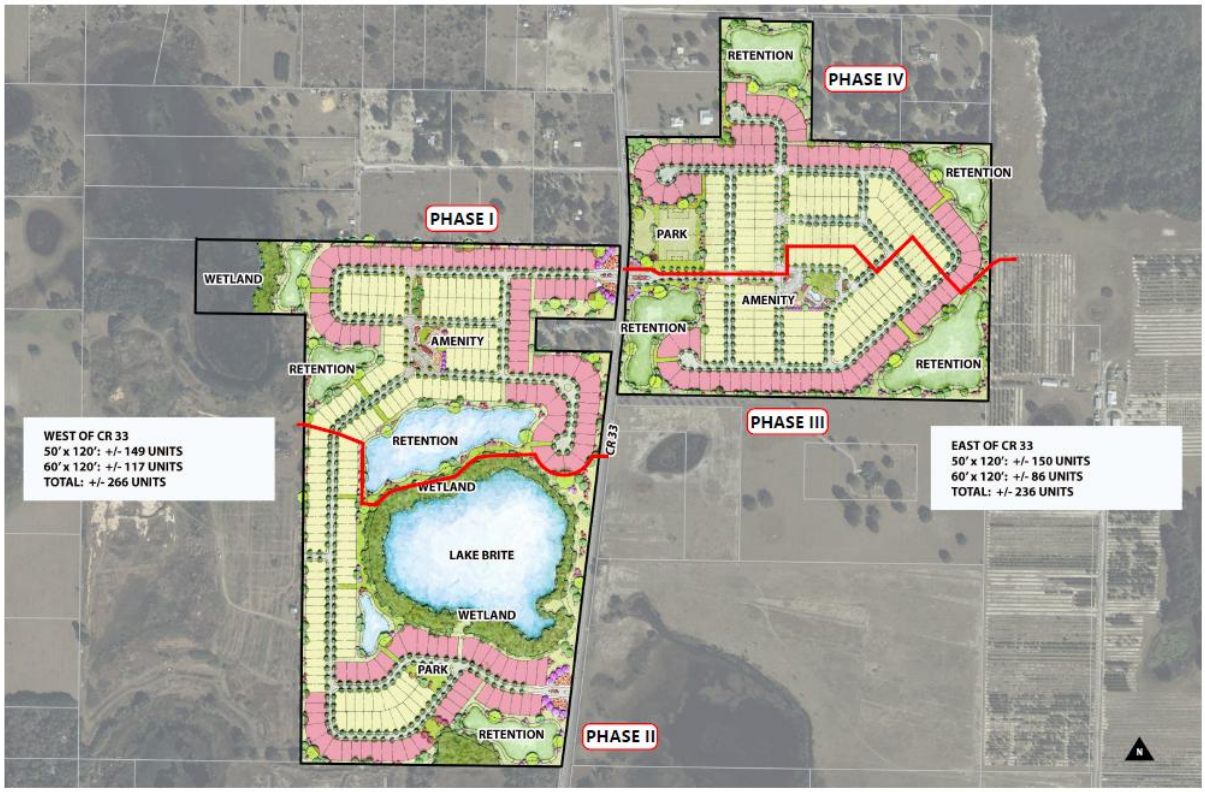
PARCEL 5
O.R. BOOK 4077 PAGE 2208

FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION,
836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION

758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT C **CONCEPTUAL SITE PLAN**



CONCEPTUAL LOT COUNT					
TYPE	TOTAL	PHASE I	PHASE II	PHASE III	PHASE IV
50' x 115' LOTS	299	76	73	74	76
60' x 115' LOTS	203	73	44	33	53
TOTAL	502	149	117	107	129

EXHIBIT C **FULL CONCEPTUAL SITE PLAN**

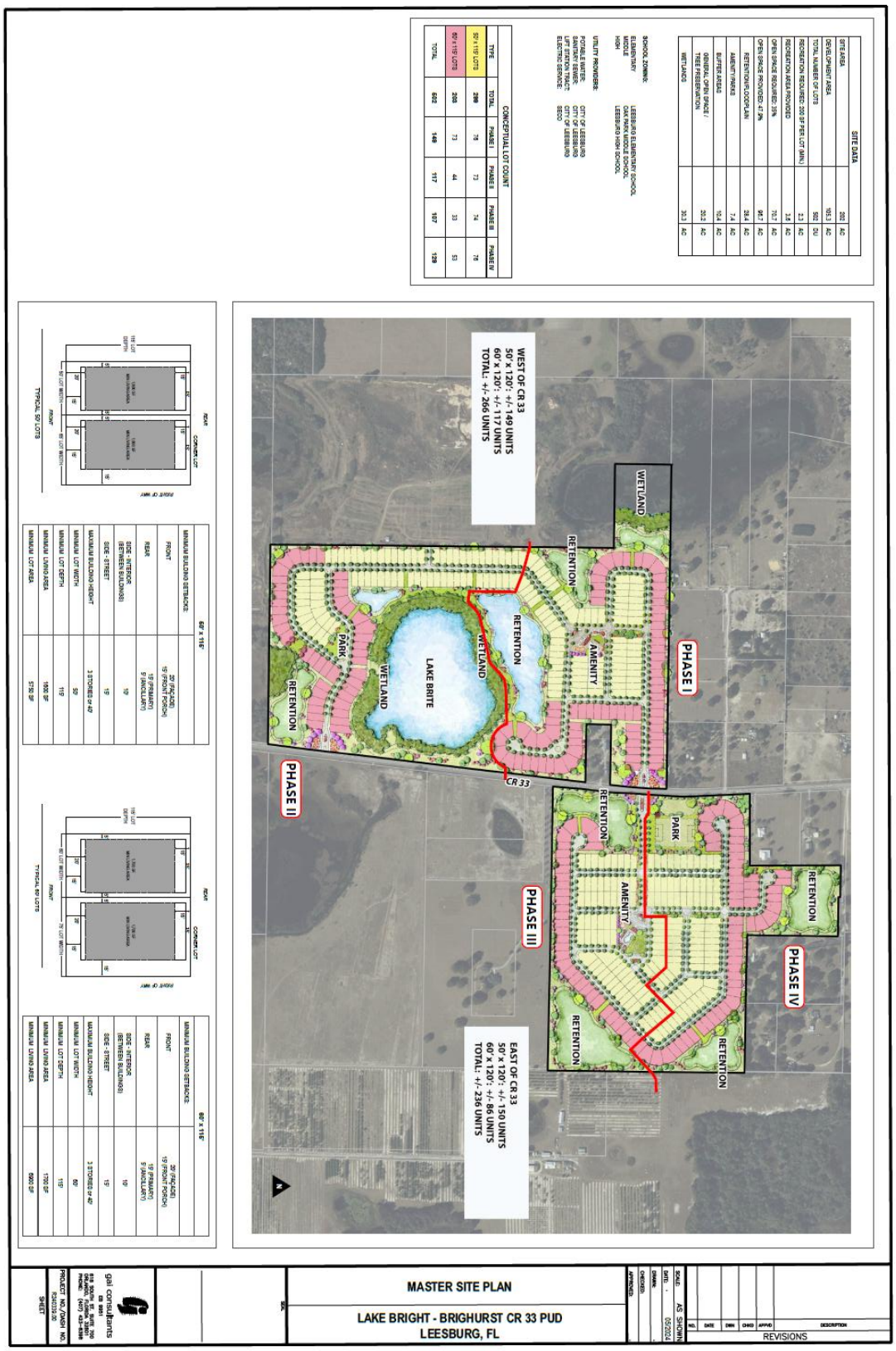


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

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EXHIBIT E **DARK SKY LIGHTING (Acceptable designs)**

TYPICAL DARK SKY LIGHTING FIXTURES

EXHIBIT F **REPRESENTATIVE FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

https://bespokefence.com/products/vinyl-fences/ ; https://shorelinevinyl.com/fencing-styles/caroline/

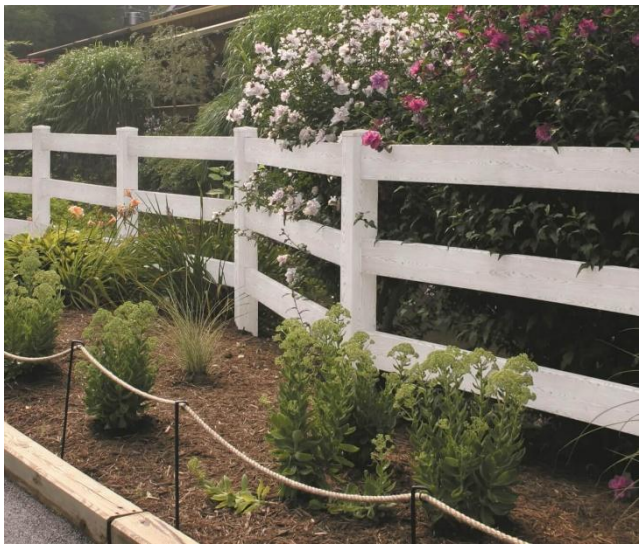

Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

https://superiorplasticproducts.com/3-rail-vinyl-fence; https://www.peerlessfence.com/residential/products/wood/post-rail

EXHIBIT G **DIVIDED BOULEVARD AND PLANTINGS EXAMPLES**

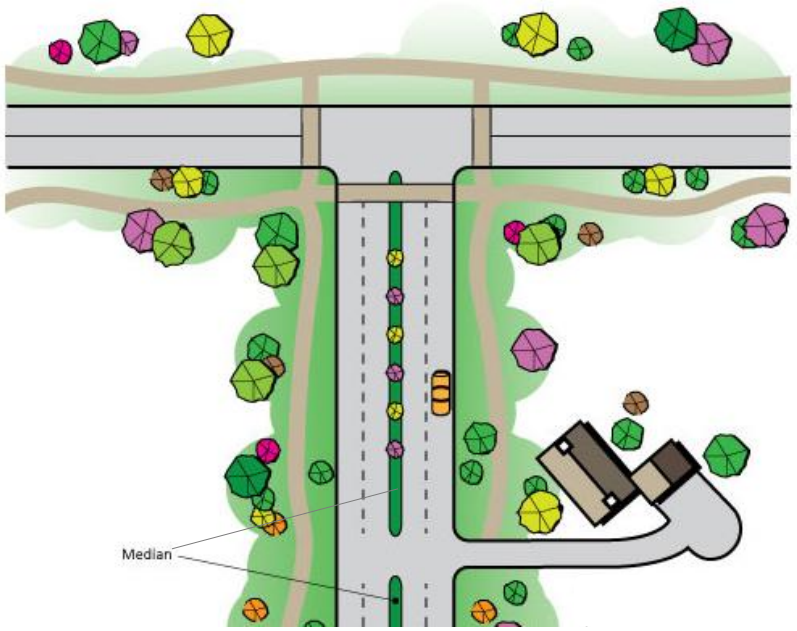

Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/

Figure 3 – Planted Divided Boulevard
Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT FOR CR 470 / CR 48 AT CR 33 INTERSECTION IMPROVEMENTS

THIS ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT (the "Agreement") is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the "County"), and **TRINITY LAND COMPANY, LLC,** a Florida limited liability company, or its designated permitted assignee hereunder (hereafter "Developer" and together with the County, the "Parties") with a principal address of 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, Developer has under contract real property located in Lake County, Florida situated along CR 33, south of the Florida Turnpike, more particularly described in "**Exhibit A,**" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the County has commissioned the firm Metric Engineering, Inc of Orlando, Florida for design, engineering, and construction plans (DE&P) for the CR 470/CR 48 at CR 33 Intersection Improvements; and,

WHEREAS, the Design Contract Plans with Lake County Project No. 21-0940A identified drainage, roadway and traffic signal improvements depicted in "**Exhibit B,**" attached hereto and incorporated by reference herein; and

WHEREAS, the County determined, and Developer agrees, that it is in the public interest to move forward with the construction of the CR 470/CR 48 at CR 33 Intersection Improvement Project); and

WHEREAS, Developer intends to submit a future Planned Unit Development along CR 33 titled Lake Bright-Brighurst CR 33 Planned Unit Development (PUD) as depicted in **"Exhibit C,"** attached hereto and incorporated by reference herein; and

WHEREAS, the Parties have identified a need to establish roadway improvements in order to accommodate increased traffic demands anticipated as a result of the development in Lake County, Florida; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed to construct the CR 470/CR 48 at CR 33 Intersection Improvement Project; and

WHEREAS, the Plans and Specifications shall include drainage improvements adding additional concrete piping, all as generally depicted on "**Exhibit D,**" attached hereto and incorporated herein (the "Drainage Map"); and

WHEREAS, the Plans and Specifications shall also include a roadway plan for milling, resurfacing and shoulder widening on CR 470 and CR 33 as depicted on "**Exhibit E,**" attached hereto and incorporated herein (the "Roadway Plan 1, 2, 3 and 4"); and

WHEREAS, the Plans and Specifications also provide for traffic signalization installation and relocations as generally depicted on "**Exhibit F,**" attached hereto and incorporated herein (the "Signalization Plan"); and

WHEREAS, once the Plans and Specifications have been approved by the County and the Developer has received PUD approval for the Lake Bright-Brighurst CR 33 PUD along CR 33, the Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements ("the Improvements") to commence construction within 6 months and have construction completed within 18 months; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the transportation impact fees required for a given development, a developer may construct a road improvement project and be given credit against the transportation impact fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project including, but not necessarily limited to, the costs to design, engineer, permit and construct such improvements as well as the attendant stormwater system necessary to address runoff from such road improvement project; and

WHEREAS, transportation impact fee credits may be given for "Non-Site-Related Improvements," as defined in Section 22-4, Lake County Code; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed, at Developer's sole expense, to cause the CR 470/CR 48 at CR 33 Intersection Improvement Project to be constructed to County standards; and

WHEREAS, Developer has further agreed that, upon Completion (as hereafter defined) the Intersection Improvements shall be conveyed to the County; and

WHEREAS, the Parties have agreed that the foregoing shall be accomplished by the Developer at no cost to the County, but instead in exchange for Transportation Impact Fee Credits to be awarded by the County as provided herein; and

NOW, THEREFORE, the County and the Developer hereby agree as follows:

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

Section 2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("Effective Date").

(b) The following terms shall have the following meanings when used in this Agreement:

"**Approval**," with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the County of the applicable plans without further comment. With respect to the PUD, shall mean written acceptance by the City.

"**Completion**," shall mean final acceptance of the Intersection Improvements as applicable, by the County and notice thereof to the County.

"**DE&P**," shall mean the final design, engineering, and construction plans for the Intersection Improvements ("Final Plans"), and receipt of all required permits as determined by the Developer, and the County for the Intersection Improvements including, but not limited to, receipt of the St. Johns River Water Management District ("SJRWMD") permit for the stormwater system.

"**Initial Design**," shall mean the design, engineering and construction plans for a particular Segment or Segments at 60% completion (+/- 60% plans), including cross sections, plan view, including any

transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the City for a particular Segment or Segments.

"PUD" shall mean a Planned Unit Development zoning classification allowing for development of a specific project.

"**Qualified Bidders**," shall mean contractors that are financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

"**ROW**" shall mean all of that Right of Way required under this Agreement to be secured by the County prior to construction commencing.

Section 3. Plans and Construction.

(a) County shall provide the final engineering plans and permits including any applicable Water Management District ("WMD"), the Florida Fish and Wildlife Conservation Commission ("FWC"), the Florida Department of Environmental Protection ("FDEP") and FDOT permits, required for CR 470/CR 48 at CR 33 Intersection Improvements.

(b) **Final Plans and Specifications.** Final Plans and Specifications for the Drainage, Roadway and Signalization Improvements shall be completed by the County, and shall become a material term incorporated into this Agreement upon final approval by the County and provision to Developer. The final Plans and Specifications shall be used by the Developer to obtain bids. It is understood that the Plans and Specifications and construction for the Improvements may be modified through agreement with the Developer through the permitting processes, and by change order as actual construction of the Improvements progresses. To be effective and binding against the County with respect to the award of Transportation Impact Fee Credits, however, any and all such change orders must be in writing and approved by the Lake County Department of Public Works. The County will add impact Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease, if change order is approved by the County, and if the additions or deletions were for Non-Site-Related Improvements.

(c) Conveyance of Roadway Improvements to the County. Within 30 days of Completion of the Improvements, Developer shall convey such Improvements to the County in a manner acceptable to the County and at no cost to the County, using the County's forms and procedures for the conveyance, with all warranties, guarantees, bonds, sureties and releases related to the Improvements which have been provided to Developer by any and every contractor, subcontractor, materialman, supplier or other entity.

Section 6. Permits, Environmental Survey, and Mitigation. County shall obtain an environmental survey and all required permits, for the Improvements pursuant to the terms of this Agreement which may include permits from the Florida Department of Transportation, SJRWMD, United States Army Corps of Engineers, Department of Environmental Protection, gopher tortoise permit, sand skink permit, or other environmental permits, if necessary, and shall provide a copy of each such survey and permit to the Developer prior to commencement of construction for the applicable Improvements.

Section 7. Construction Bidding and Engineering.

(a) Project Bid. Developer shall use the competitive bidding process to obtain at least three (3) responsive bids for the construction of the Improvements. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County may require the Developer to reject all bids and re-bid the Project or portion as applicable. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, then Developer shall only be eligible for Transportation Impact Fee Credits in the amount of the lowest of the bids submitted to the County, plus any approved change orders in accordance with the terms of this Agreement. Upon execution of a final construction contract ("Construction Contract") by Developer, a copy of the Construction Contract shall be provided to the Public Works Department as the basis for determining actual Transportation Impact Fee Credits to Developer. Developer shall not commence construction without receiving a written notice to proceed with construction from the County.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the County, Developer shall hold a pre-construction conference with its engineer and contractor, Public Works Department, and involved utility companies. Developer will notify the County at least ten (10) days in advance of such meeting to allow the parties to attend.

Section 8. Construction Schedule. The Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements to commence construction within six (6) months from the date a written notice to proceed with construction is issued by County. The Improvements shall be completed within eighteen (18) months of commencement of construction. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading the ROW. The time for commencement and/or completion of the Improvements shall be extended only upon written request of Developer with approval by the County Manager by the time during which Developer's performance is delayed by causes or occurrences outside or beyond Developer's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by County.

Section 9. Performance and Maintenance Bonds and Warranties. Prior to proceeding with grading and construction of roadway, Developer or its contractor shall first provide a performance and payment bond or an irrevocable letter of credit in favor of the County for the Improvements which comply with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the County Attorney. The Performance and Payment Bond Form supplied by the County will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as "**Exhibit G**". The security instrument, a copy of which shall be provided to the County by the Developer, shall be in the amount of one hundred ten percent (110%) of the construction costs and shall remain in effect until the Improvements have been constructed and approved and accepted by the County in consultation

with the Public Works Department. The construction contract shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Segment. The Developer or its contractor shall additionally provide to the County, a maintenance bond or an irrevocable letter of credit, acceptable to the County Attorney, in the amount of ten percent (10%) of the total construction cost for a period of twenty four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Improvements. In the event the Developer defaults on the construction of the Improvements the County may utilize the payment and performance bond or letter of credit to complete the work subject to the terms and conditions of Section 11 below. The costs of the bonds shall be a cost of the construction for Transportation Impact Fee Credits.

Section 10. Impact Fee Credits.

(a) In consideration of the obligations set forth herein, the County shall grant to Developer Transportation Impact Fee Credits for the Non-Site-Related Improvements, as defined in the Lake County Code, which, in addition to the specific credits previously referenced in the above sections of this Agreement, shall include the cost construction of any and all eligible Non-Site-Related Improvements. Developer shall be entitled to Transportation Impact Fee Credits for the construction of the Non-Site-Related Improvements in the estimated amount as shown in the Cost Estimate attached hereto as "**Exhibit H**" and incorporated herein (the "Cost Estimate"). The estimated amount of Transportation Impact Fee Credits which will be available to the Developer subject to full compliance with the terms and conditions of this Agreement is currently projected to be $2,006,489.93. In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual costs of the Non-Site-Related Improvements.

(b) Transportation Impact Fee Credits shall be granted for the construction costs after the County receives written notice of the final completion and has fully accepted the Drainage, Roadway and Traffic Signal Improvements constructed.

(c) Upon the granting of the Transportation Impact Fee Credits as set forth above, the Transportation Impact Fee Credits shall be credited to the impact fee credit account in favor of the Developer. The Developer shall send a written request by letter or by email to County with backup documents and materials for County approval prior to the impact fee credit account being activated. Upon acceptance of all submitted documentation providing compliance with this Agreement, the Public Works Department will provide notification to the County impact fee coordinator to set up the credit account. It is the Developer's responsibility to ensure that credits are requested at time of building permitting, as cash reimbursement will not be allowed after the fact in the event credits were not requested and a cash payment was made for the building permit or certificate of occupancy. The County shall issue Transportation Impact Fee Credits to Developer once submitted documentation is approved by the County's Department of Public Works. The Developer shall provide all documentation necessary for the review and approval of the impact fee credit request to the Department of Public Works, which will respond within 14 days to each request or submittal, until all required documentation has been reviewed and approved by the Department of Public Works.

(d) Upon the granting of Transportation Impact Fee Credits, the County shall be entitled to ownership of the improvements constructed.

(e) To the extent that there is an increase in the actual cost and expense of the Non-Site-Related Improvements as actual construction of the improvements progresses, as requested and approved by the County, the County shall reimburse Developer in Transportation Impact Fee Credits in an amount equal to the increase in

cost and expense resulting from such change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site-Related Improvements as a result of any change order(s) to the Plans and Specifications or construction of the roadway as requested or approved by the County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s). In the event of unanticipated field conditions resulting in change orders, the Developer must immediately notify the Department of Public Works for approval of the change.

(f) Following the issuance of Transportation Impact Fee Credits, Developer may assign or transfer any Transportation Impact Fee Credits in accordance with Chapter 22, Lake County Code, and applicable Florida law within the Central Benefit District, as it is depicted as of the date of this Agreement.

(g) It is acknowledged by the County that compliance with the terms and conditions of this Agreement by Developer, its successors and assigns, satisfies any applicable Lake County transportation concurrency requirements for the Developer's Property.

Section 11. Self-Help Provision. In the event the County desires to expedite the overall construction of the roadway, the County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event of a material delay in the construction of roadway, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay on which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the County shall each have the right, but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project. The first of the two to exercise the rights granted in this section shall hereafter be referred to as the "Completing Entity in this section.

Section 12. Term and Nature of Agreement. The Developer shall take such actions as are necessary to complete the construction of the Improvements in accordance with this Agreement. Except for the warranty requirements set forth herein, this Agreement shall terminate upon completion and acceptance of the Improvements and transfer of the property to County. If the Developer is unable to obtain all necessary approvals from the City of Leesburg for the LAKE BRIGHT-BRIGHURST CR 33 PUD (PLANNED UNIT DEVELOPMENT), the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement.

Section 13. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section14. Further Assurance. The Parties anticipate that, related to the construction of the Road Network under this Agreement, Developer may be required to upgrade certain utilities located within the roadway corridor. County will use best efforts to cooperate with Developer or Developer's designee, to assist in facilitating such utility improvements within the proposed ROW, which shall include but not be limited to providing any available as-built plans or surveys, providing MOT guidance, reviewing plans, as applicable, and coordinating

the location of such utility improvements within the road ROW. Such assistance shall also include County coordination with the City of Leesburg if the City's utility lines need to be relocated.

Section 15. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

Trinity Land Company, LLC
Attn: Andrew Orosz, Esq.
605 Commonwealth Ave.
Orlando, Florida 32803
aorosz@hcpland.com

With copy to:

Hanover Land Company
Attn: Ben Snyder
605 Commonwealth Ave.
Orlando, Florida 32803
bsnyder@hcpland.com

County:

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 16. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 17. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

Section 18. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 19. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 20. Construction of Agreement. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

Section 21. Public Records.

(a) All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the Developer for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the Developer's office or facility. The Developer will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the Developer will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

(b) Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records required by the County to perform the services identified herein;

(ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.

(iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S**

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, PUBLIC WORKS DIRECTOR, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

(d) Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

(e) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation.

(f) Confidential and/or Exempt Information. Developer must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement. Upon completion, Developer will return to County all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. Developer will provide written certification to County that all documents designated as confidential and/or exempt have been returned to the County or destroyed.

Section 22. Records and Audits. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

Section 23. Equal Opportunity Employment. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

Section 24. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

Section 25. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

Section 26. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 27. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

Section 28. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

Section 29. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

Section 30. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

Section 31. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

Section 32. **Insurance**. Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain or cause its agents and contractors to maintain insurance as set forth in "**Exhibit I**", attached hereto and incorporated herein by reference.

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A:	Legal Description for Annexation and PUD
Exhibit B:	LAKE COUNTY PROJECT No. 21-0940A
Exhibit C:	LAKE BRIGHT-BRIGHURST CR 33 PUD
Exhibit D:	DRAINAGE MAP
Exhibit E:	ROADWAY PLAN 1,2,3,4
Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

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Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its/their duly authorized representatives.

DEVELOPER

TRINITY LAND COMPANY, LLC a Florida limited liability company

By: _____
Andrew Orosz, Authorized Representative

This 11th day of August, 2025.

COUNTY

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 9th day of September, 2025.

ATTEST:

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

Approved as to form and legality:

9/9/25
Melanie Marsh, County Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION AND PUD

PARCEL 1

O.R. BOOK 2460, PG, 269
E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OFWAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW ¼ OF NE ¼ DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW ¼ THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE ¼ OF NW ¼ AND SAID SW ¼ OF NE ¼ A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW ¼ OF NE ¼; THENCE WEST WITH THE SOUTH LINES OF SAID SW ¼ OF NE ¼ AND SAID SE ¼ OF N/W ¼ THENCE NORTH WITH THE LINE OF SAID SE ¼ OF NW ¼ A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING AND THE SOUTH 420.26 FEET OF THE EAST ½ OF THE SW ¼ OF NW ¼

PARCEL 2, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146
A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT—OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING—DESCRIBED CENTERLINE: FROM THE SOUTHWEST CORNER OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST ½ A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF—WAY OF STATE ROAD 33.

PARCEL 3

O.R. BOOK 1509, PAGE 1867
PARCEL A FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE

OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A". PARCEL B FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE"C"UNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4

O.R. BOOK 3370 PAGE 1207
THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 5
O.R. BOOK 4077 PAGE 2208
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF

SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

EXHIBIT B

LAKE COUNTY PROJECT No. 21-0940A

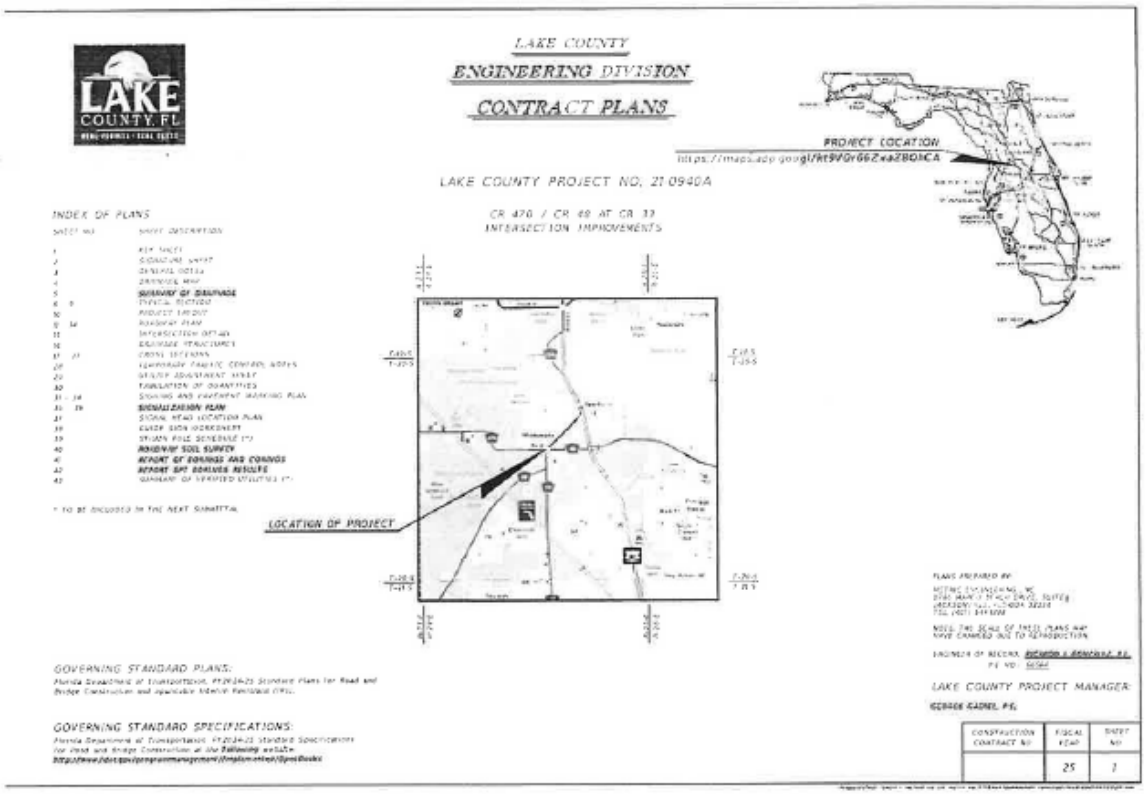


EXHIBIT C

LAKE BRIGHT-BRIGHURST CR 33 PUD

EXHIBIT D

DRAINAGE MAP

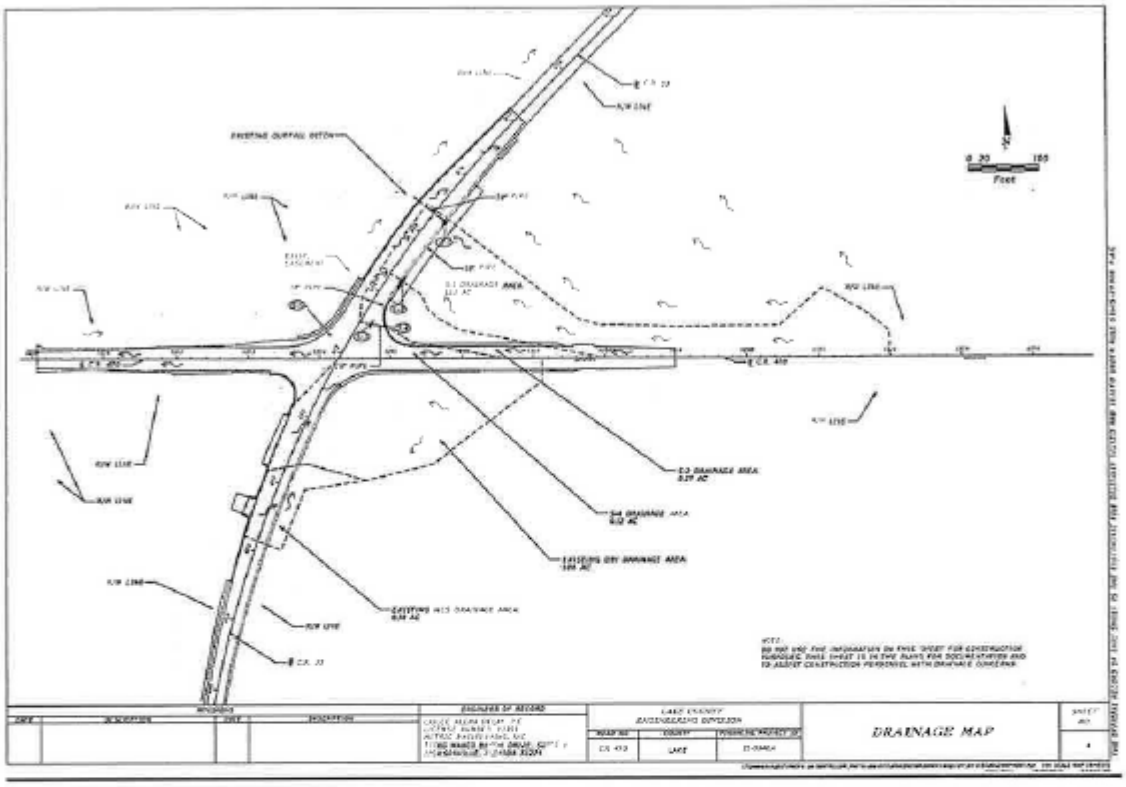


EXHIBIT E

ROADWAY PLAN 1

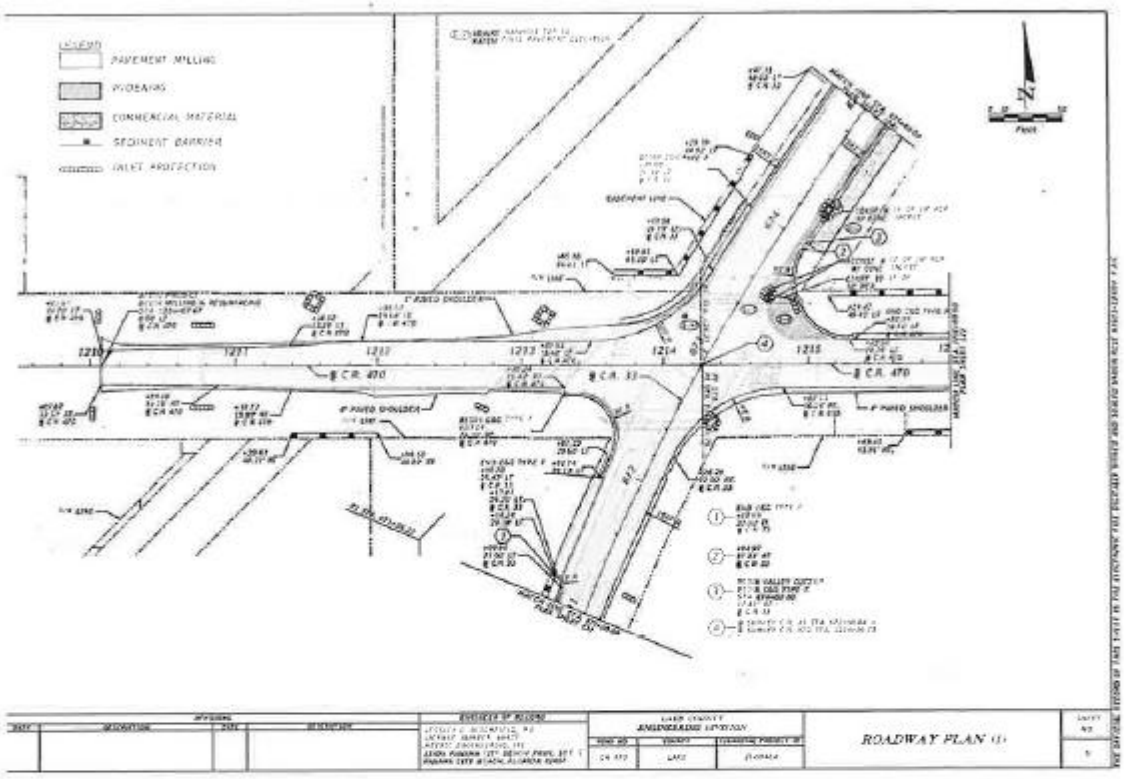


EXHIBIT E

ROADWAY PLAN 2

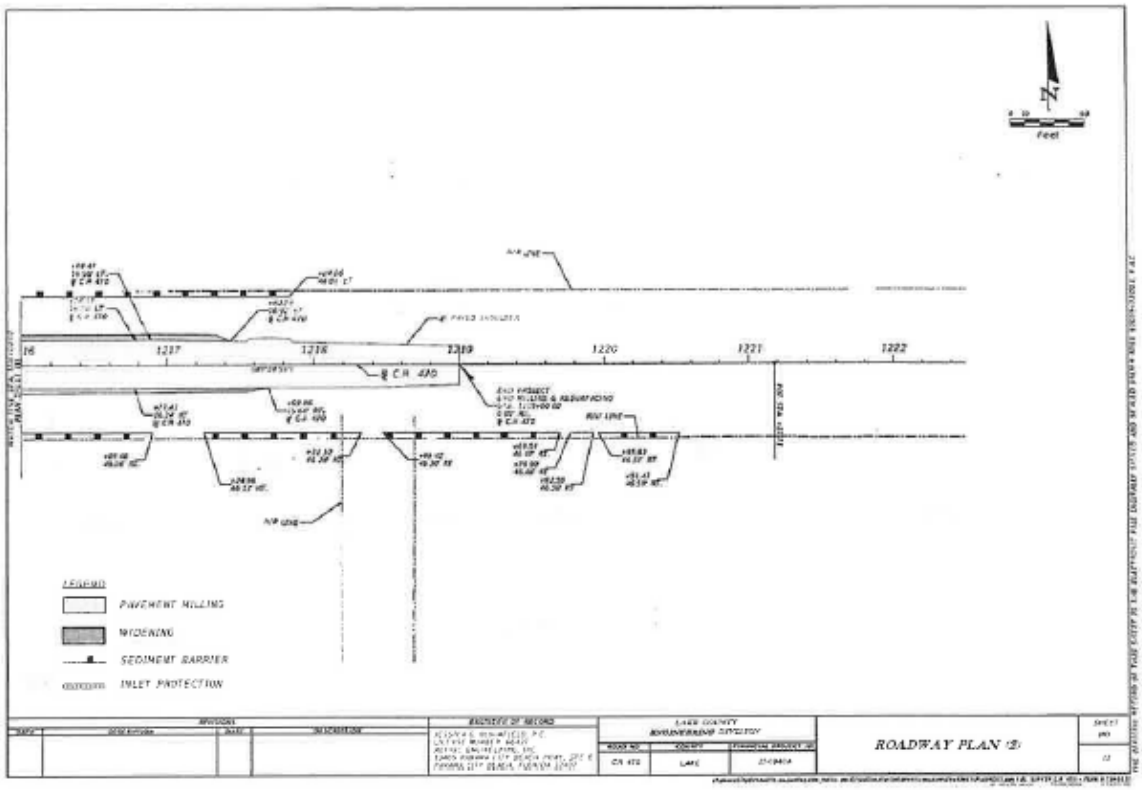


EXHIBIT E

ROADWAY PLAN 3

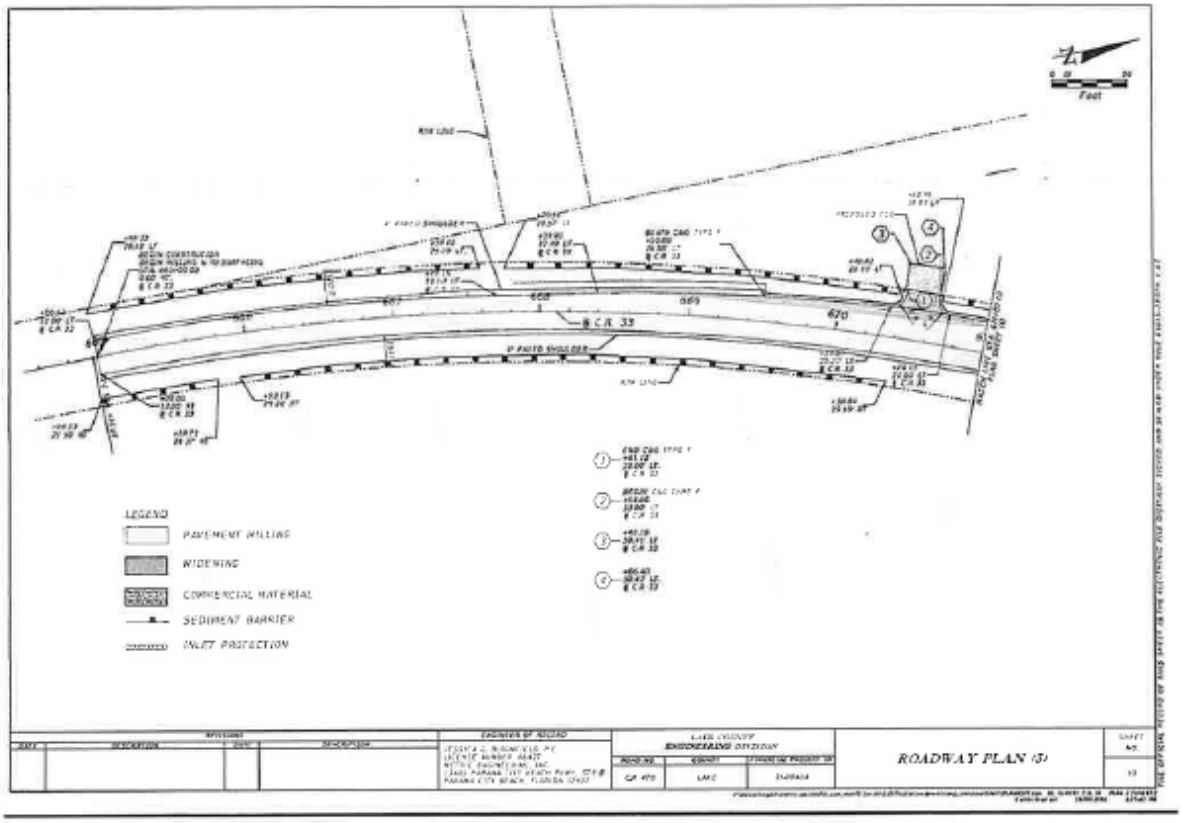


EXHIBIT E

ROADWAY PLAN 4

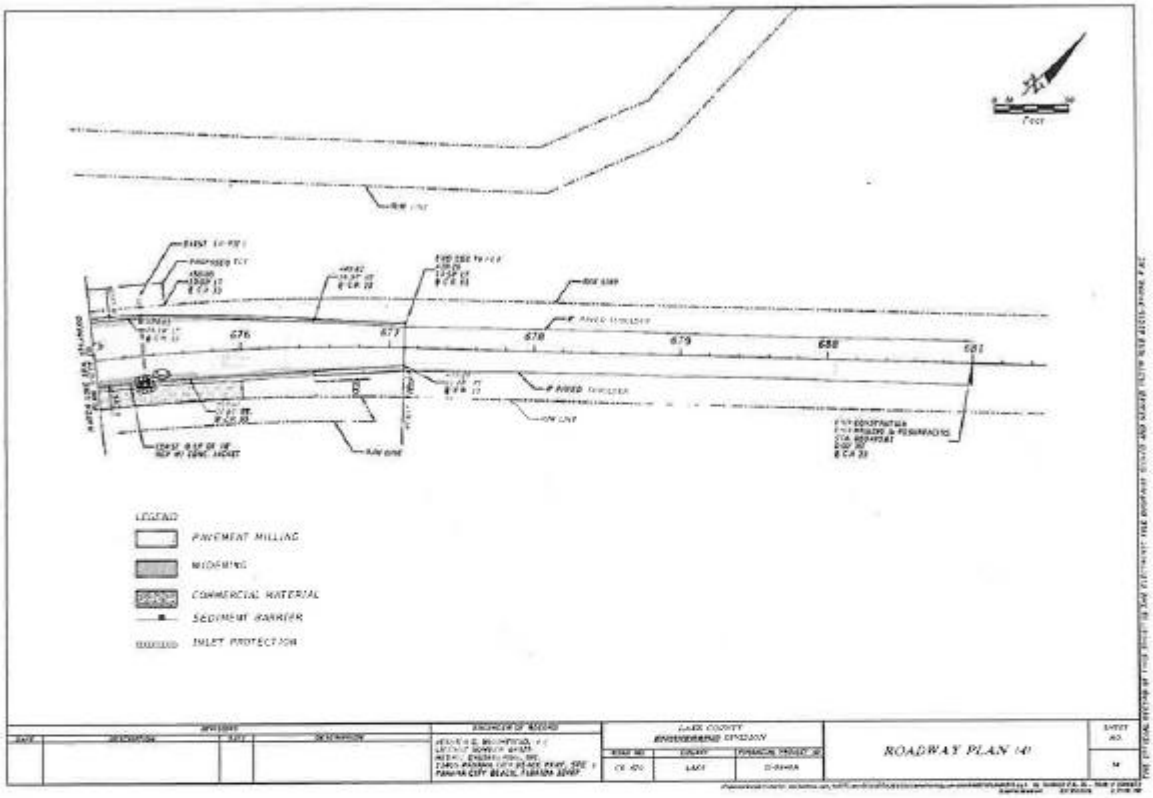


EXHIBIT F

SIGNALIZATION PLAN

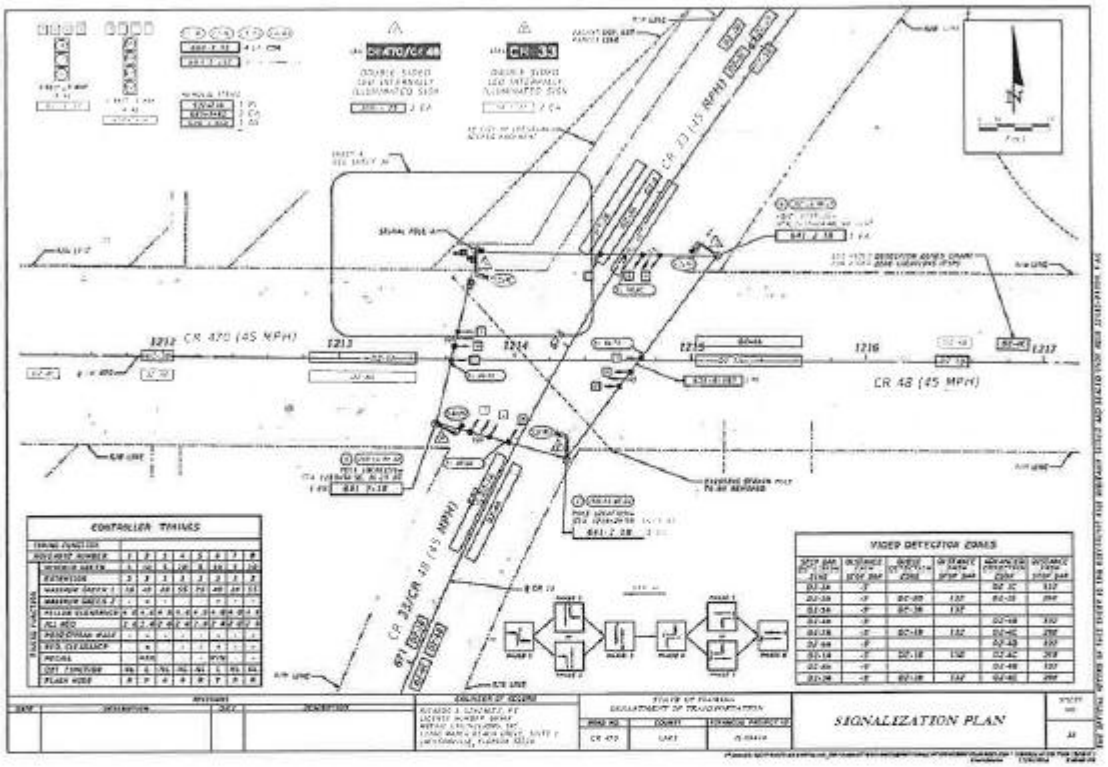


EXHIBIT G

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida: are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($ _____ _____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for_____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Page 2 of 7

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#2 Witness as Attorney In Fact

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor **Telephone**_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____ ($_____)

for payment of which we **bind ourselves**, our **heirs**, our legal representatives, our successors and our assignees, jointly and severally,

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

Page 6 of 7

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

EXHIBIT H

DRAINAGE, ROADWAY & TRAFFIC IMPROVMENTS
CONSTRUCTION BUDGET COST ESTIMATE

DRAINAGE	$	65,000.00
ROADWAY	$	1,139,081.75
SIGNALIZATIUON	$	520,000.00
CONSTRUCTION ADMIN./MISC.ENGINEERING/PERMITS	$	100,000.00
	$	1,824,081.75
CONTINGENCY 10%	$	182,408.18
BUDGET TOTAL	$	2,006,489.93

CR 470/ CR 48 at CR 33 Intersection Improvements

Hughes Brothers Construction, Inc.
948 Walker Road
Oldwood, FL 34785
Contact: Hunter Carter
Phone: 352-399-6859
Fax: 352-399-6850

Quote To: Hanover Land
Attn: Dony Beasley
Phone: 407-432-1967
Fax:
Date: 2-6-2025

Job Name: CR-470 CR-48 @ CR-33
Date of Plans: 12-30-2024
Revision Date:

Bid # 2025-027

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	45,000.00	45,000.00
1010	Survey & Layout	1.00	LS	72,000.00	72,000.00
1020	As-Built	1.00	LS	30,000.00	30,000.00
1030	Geo-Testing	1.00	LS	18,000.00	18,000.00
1040	Maintenance of Traffic	1.00	LS	285,000.00	285,000.00
1050	NPDES Monitoring	1.00	LS	18,000.00	18,000.00
1060	Silt Fence	4,650.00	LF	2.25	10,462.50
1070	Inlet Protection	13.00	EA	135.00	1,755.00
1090	ROW Restoration	16,569.00	SY	3.75	62,071.25
1100	Demolition	1.00	LS	7,500.00	7,500.00
1110	1.5" Milling	9,270.00	SY	7.80	72,306.00
1120	1.5" FC-9.5 Asphalt	10,010.00	SY	31.00	310,310.00
1130	2" SP-12.5	1,060.00	SY	78.00	82,680.00
1140	Full Depth Lime Rock	1,060.00	SY	31.00	32,860.00
1150	Type F Curb	870.00	LF	42.00	36,540.00
1160	Type Valley - Gutter	250.00	LF	42.00	10,500.00
1170	Striping & Signage	1.00	LS	38,400.00	38,400.00
1180	TOTAL ROADWAY	2.00			1,139,081.75
1190	Connect to Existing	5.00	EA	5,685.00	23,080.00
1200	18" RCP	70.00	LF	145.00	10,150.00
1210	Type P-1 Inlet	1.00	EA	9,585.00	9,685.00
1220	Type V Inlet	2.00	EA	7,235.00	14,470.00
1230	Type P Manhole (Adjustment and Riser)	1.00	EA	2,670.00	2,670.00
1240	Type P Manhole	1.00	EA	5,830.00	5,830.00
1250	Testing	10.00	LF	1.50	325.00
1260	TOTAL STORM				65,100.00
1270	Signalization Package	1.00	LS	520,000.00	520,000.00
1280	TOTAL SIGNALIZATION				520,000.00
GRAND TOTAL					$1,725,081.75

Page 1 of 2

EXHIBIT I

INSURANCE REQUIREMENTS

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER:	Ben Snyder, Hanover Land Company
PROJECT:	Lake Bright-Brighurst CR 33
REQUEST:	Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development)
CASE NO.:	PUD-25-775

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

<u>APPROVAL</u> of the request for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture); AR (Agricultural Residential); RA (Ranchette), and City PUD (Planned Unit Development).

2. The proposed zoning, as conditioned, is compatible with the proposed future land use designation amendment to City Estate Residential, and the current surrounding Future Land Use designations.

3. The site is compatible with existing City of Leesburg approved developments along CR 33.

4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned in the PUD document.

5. Applicant shall be responsible for timely fulfillment and completion of all improvements, based on the contract with Lake County, Florida, dated September 9, 2025, for the intersection of CR 33/CR 48 and CR 470.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

GENERAL LOCATION: East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural; City of Leesburg Neighborhood Mixed Use
South – Lake County Rural, Conservation
East – Lake County Rural
West – Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Rural	Estate Residential	202.64 +/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District); City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Residential and agricultural acreage.

SURROUNDING LAND USE:
North – Residential
South – Pasture Improved Hay Acreage; Residential; Non-Agricultural Acreage
East – Government
West – Non-Agricultural Acreage

PROPOSED LAND USE: 502 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Crittenden Fruit Company Inc. / Clint Brighurst
PETITIONER: Ben Snyder, Hanover Land Company
PROJECT: Lake Bright-Brighurst CR 33
REQUEST: Amend the Comprehensive Plan from Lake County Rural to City of Leesburg Estate Residential and Rezone from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow 502 detached single-family units.
CASE NO.: *(ANNX-25-773);* LSCP-25-774; PUD-25-775

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/16/2026.

FIRE

In reference to Case Number LSCP-25-774; PUD-25-775

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-774; PUD-25-775 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

--Captain Amanda Stevenson, 1/21/2026

ELECTRIC

Leesburg Electric has no objections. This is outside of Leesburg Electric Service territory. – Steve Davis, 12/29/2025

GAS

Natural gas is available and directed per City Ordinance. – Brandon Smith, 12/30/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 12/29/2025

BUILDING

No comments received as of 1/16/2026.

PUBLIC WORKS

No comments received as of 1/16/2026.

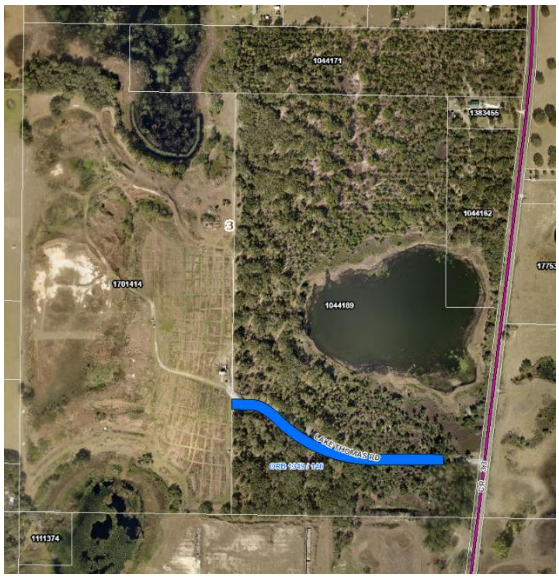
HOUSING & REDEVELOPMENT

No comments received as of 1/16/2026.

LAKE COUNTY PUBLIC WORKS

Attached is the Lake County Public Works comment letter for the Lake Bright-Brighurst CR 33.

A note related to the PUD concept plan is the proposed lot layout will affect the current access to the western parcel at alt key 1701414. Here is a clip from the GIS map showing the blue deeded right-of-way to the property and the driveway/road to the house outside of this proposed development.



I have also included the Roadway and Impact Fee Agreement that was made in coordination and requested by the city for this development's contributions to improvements outside of the development to the existing road network.

Please let Jeff or I know if you have any questions.

Thanks,
Seth

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

January 14, 2026

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Lake Bright-Brighurst CR 33/ Planned Unit Development
CASE NO.: PUD-25-775

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for CR 33

- **Turn Lanes are required on CR 33 at the development's proposed access.**
- **Additional right-of-way may be required for CR 33.**
- **A trail along the development road frontage for CR 33 will need to be accommodated.**
- **A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Lake County Department of Public Works recommended requirements for the Lake Bright-Brighurst CR 33 PUD impacts to roadways and drainage systems:

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 33 road frontage.
- CR 33 is defined with a functional road classification of 'rural major collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 33 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway, accommodate the offsite road improvements while maintaining the road drainage, and accommodate future widening of CR 33. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.

Lake Thomas Road:

- Lake Thomas Road appears to be a public right of way per ORB1349/PG146. This road is not in the county road maintenance. The proposed PUD plan appears to alter the path of this road and the access for the western parcel with alt key 1701414 (not part of this proposed PUD). Any vacation petition for the removal of the existing right-of-way should be processed by the city and new right-of-way providing access to the western parcel should be provided at the same time of vacation of right-of-way.
- The development will need to revise the concept plan showing the access to the western parcel with alt key 1701414. This access would need to be a right-of-way and a road meeting local paved road standard.

Roadway Agreement:

- A Roadway and Impact Fee Agreement has been made with the developer to help contribute to the road improvements and signal reconstruction at the intersection of CR 470/CR 48 and CR 33 in the Distinctive Community of Okahumpka. This agreement was made with coordination between city and county for this development's contributions to improvements outside of the development to the existing road network.

Traffic:

- A Traffic Impact Analysis (TIA) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIA submittal.

- The TIA is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Engineering and Operations Director
Lake County Department of Public Works
seth.lynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

An Adequate Public Facilities determination (APF15-205) was issued for this project on 12/11/25. The determination was for 502 SF units. Please be advised the project is still subject to school concurrency review. – Helen LaValley, 12/30/2025.

PUBLIC RESPONSES

Approval

No comments received as of 12/15/2025.

Disapproval

2

No comment

No comments received as of 12/15/2025.

Notice of Appearance filed:

No comments received as of 12/15/2025.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/16/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **23404 County Road 33 Groveland, FL 34746**

Dear Leesburg Planning & Zoning,
We, William and Karen Robertson oppose Case No: LSCP-25-774; PUD-25-775 Lake Bright-Brighurst CR33 project per our attorney unless there is a requirement for the builder to construct a concrete wall at least 8 feet tall along the entire South side of the Brighurst property.

We have owned our 33 acres for 38 years where we have a homestead and cattle ranch. We have been advised that per these homes with the current perimeter barrier requirements from the City of Leesburg for only a 4-6 ft split rail or poly fence are inadequate.

Sincerely,
William B. Robertson and Karen J. Robertson

2. To Whom It May Concern,

I am writing to formally express my opposition to the proposed rezoning and Planned Unit Development associated with case numbers LSCP-25-774; PUD-25-775, located in the Lake Bright St area along County Road 33.

The proposal to rezone more than 200 acres of rural land and change the current five-acre minimum per residence to allow 502 detached single-family residential lots raises serious concerns regarding traffic safety, infrastructure capacity, and the long-term preservation of Lake County's rural character.

This area is already awaiting multiple approved developments that have yet to be completed. Even without these developments, CR 33 experiences frequent accidents and dangerous driving conditions. Issues such as illegal passing, speeding, and aggressive driving are already common, creating unsafe conditions for residents and commuters. Adding a third large-scale development would significantly increase traffic on roadways that are not designed to safely handle such volume, further endangering the public.

Beyond traffic and safety concerns, this rezoning threatens to permanently alter and diminish the beautiful country farmland that defines this area and much of Lake County. The existing five-acre minimum per residence was established for a clear and important purpose: to preserve rural landscapes, reduce overdevelopment, and protect the county's natural beauty. Eliminating this standard in favor of high-density development undermines that intent and opens the door for a domino effect of similar rezonings throughout surrounding rural areas.

Once farmland and open space are lost to dense development that cannot be restored. Approving this request would not only change the character of the Lake Brite Street and CR 33, but could also set a precedent that continues to erode the rural charm and agricultural heritage that Lake County residents value and seek to protect.

For these reasons, I respectfully urge the County to deny or reconsider this rezoning request until comprehensive traffic studies, infrastructure improvements, and cumulative development impacts are fully evaluated. Growth should be managed responsibly, with public safety, sustainability, and the preservation of Lake County's rural identity as top priorities.

Thank you for your time and consideration.

Sincerely,
Kayla and Quintin Phillips
3956 Lake Brite Street
Groveland, FL 34736
352-398-2742

Extended Aerial

Planning & Zoning Department

N

0 600 1,200 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT FOR CR 470 / CR 48 AT CR 33 INTERSECTION IMPROVEMENTS

THIS ROADWAY IMPROVEMENT AND IMPACT FEE CREDIT AGREEMENT (the "Agreement") is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the "County"), and **TRINITY LAND COMPANY, LLC,** a Florida limited liability company, or its designated permitted assignee hereunder (hereafter "Developer" and together with the County, the "Parties") with a principal address of 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, Developer has under contract real property located in Lake County, Florida situated along CR 33, south of the Florida Turnpike, more particularly described in "**Exhibit A,**" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the County has commissioned the firm Metric Engineering, Inc of Orlando, Florida for design, engineering, and construction plans (DE&P) for the CR 470/CR 48 at CR 33 Intersection Improvements; and,

WHEREAS, the Design Contract Plans with Lake County Project No. 21-0940A identified drainage, roadway and traffic signal improvements depicted in "**Exhibit B,**" attached hereto and incorporated by reference herein; and

WHEREAS, the County determined, and Developer agrees, that it is in the public interest to move forward with the construction of the CR 470/CR 48 at CR 33 Intersection Improvement Project); and

WHEREAS, Developer intends to submit a future Planned Unit Development along CR 33 titled Lake Bright-Brighurst CR 33 Planned Unit Development (PUD) as depicted in **"Exhibit C,"** attached hereto and incorporated by reference herein; and

WHEREAS, the Parties have identified a need to establish roadway improvements in order to accommodate increased traffic demands anticipated as a result of the development in Lake County, Florida; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed to construct the CR 470/CR 48 at CR 33 Intersection Improvement Project; and

WHEREAS, the Plans and Specifications shall include drainage improvements adding additional concrete piping, all as generally depicted on "**Exhibit D,**" attached hereto and incorporated herein (the "Drainage Map"); and

WHEREAS, the Plans and Specifications shall also include a roadway plan for milling, resurfacing and shoulder widening on CR 470 and CR 33 as depicted on "**Exhibit E,**" attached hereto and incorporated herein (the "Roadway Plan 1, 2, 3 and 4"); and

WHEREAS, the Plans and Specifications also provide for traffic signalization installation and relocations as generally depicted on "**Exhibit F,**" attached hereto and incorporated herein (the "Signalization Plan"); and

WHEREAS, once the Plans and Specifications have been approved by the County and the Developer has received PUD approval for the Lake Bright-Brighurst CR 33 PUD along CR 33, the Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements ("the Improvements") to commence construction within 6 months and have construction completed within 18 months; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the transportation impact fees required for a given development, a developer may construct a road improvement project and be given credit against the transportation impact fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project including, but not necessarily limited to, the costs to design, engineer, permit and construct such improvements as well as the attendant stormwater system necessary to address runoff from such road improvement project; and

WHEREAS, transportation impact fee credits may be given for "Non-Site-Related Improvements," as defined in Section 22-4, Lake County Code; and

WHEREAS, subject to the terms and conditions set forth herein, Developer has agreed, at Developer's sole expense, to cause the CR 470/CR 48 at CR 33 Intersection Improvement Project to be constructed to County standards; and

WHEREAS, Developer has further agreed that, upon Completion (as hereafter defined) the Intersection Improvements shall be conveyed to the County; and

WHEREAS, the Parties have agreed that the foregoing shall be accomplished by the Developer at no cost to the County, but instead in exchange for Transportation Impact Fee Credits to be awarded by the County as provided herein; and

NOW, THEREFORE, the County and the Developer hereby agree as follows:

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

Section 2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("Effective Date").

(b) The following terms shall have the following meanings when used in this Agreement:

"**Approval**," with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the County of the applicable plans without further comment. With respect to the PUD, shall mean written acceptance by the City.

"**Completion**," shall mean final acceptance of the Intersection Improvements as applicable, by the County and notice thereof to the County.

"**DE&P**," shall mean the final design, engineering, and construction plans for the Intersection Improvements ("Final Plans"), and receipt of all required permits as determined by the Developer, and the County for the Intersection Improvements including, but not limited to, receipt of the St. Johns River Water Management District ("SJRWMD") permit for the stormwater system.

"**Initial Design**," shall mean the design, engineering and construction plans for a particular Segment or Segments at 60% completion (+/- 60% plans), including cross sections, plan view, including any

transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the City for a particular Segment or Segments.

"PUD" shall mean a Planned Unit Development zoning classification allowing for development of a specific project.

"**Qualified Bidders**," shall mean contractors that are financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

"**ROW**" shall mean all of that Right of Way required under this Agreement to be secured by the County prior to construction commencing.

Section 3. Plans and Construction.

(a) County shall provide the final engineering plans and permits including any applicable Water Management District ("WMD"), the Florida Fish and Wildlife Conservation Commission ("FWC"), the Florida Department of Environmental Protection ("FDEP") and FDOT permits, required for CR 470/CR 48 at CR 33 Intersection Improvements.

(b) Final Plans and Specifications. Final Plans and Specifications for the Drainage, Roadway and Signalization Improvements shall be completed by the County, and shall become a material term incorporated into this Agreement upon final approval by the County and provision to Developer. The final Plans and Specifications shall be used by the Developer to obtain bids. It is understood that the Plans and Specifications and construction for the Improvements may be modified through agreement with the Developer through the permitting processes, and by change order as actual construction of the Improvements progresses. To be effective and binding against the County with respect to the award of Transportation Impact Fee Credits, however, any and all such change orders must be in writing and approved by the Lake County Department of Public Works. The County will add impact Transportation Impact Fee Credits for a cost increase and deduct Transportation Impact Fee Credits for a cost decrease, if change order is approved by the County, and if the additions or deletions were for Non-Site-Related Improvements.

(c) Conveyance of Roadway Improvements to the County. Within 30 days of Completion of the Improvements, Developer shall convey such Improvements to the County in a manner acceptable to the County and at no cost to the County, using the County's forms and procedures for the conveyance, with all warranties, guarantees, bonds, sureties and releases related to the Improvements which have been provided to Developer by any and every contractor, subcontractor, materialman, supplier or other entity.

Section 6. Permits, Environmental Survey, and Mitigation. County shall obtain an environmental survey and all required permits, for the Improvements pursuant to the terms of this Agreement which may include permits from the Florida Department of Transportation, SJRWMD, United States Army Corps of Engineers, Department of Environmental Protection, gopher tortoise permit, sand skink permit, or other environmental permits, if necessary, and shall provide a copy of each such survey and permit to the Developer prior to commencement of construction for the applicable Improvements.

Section 7. Construction Bidding and Engineering.

(a) Project Bid. Developer shall use the competitive bidding process to obtain at least three (3) responsive bids for the construction of the Improvements. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. In the event the County determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County may require the Developer to reject all bids and re-bid the Project or portion as applicable. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, then Developer shall only be eligible for Transportation Impact Fee Credits in the amount of the lowest of the bids submitted to the County, plus any approved change orders in accordance with the terms of this Agreement. Upon execution of a final construction contract ("Construction Contract") by Developer, a copy of the Construction Contract shall be provided to the Public Works Department as the basis for determining actual Transportation Impact Fee Credits to Developer. Developer shall not commence construction without receiving a written notice to proceed with construction from the County.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the County, Developer shall hold a pre-construction conference with its engineer and contractor, Public Works Department, and involved utility companies. Developer will notify the County at least ten (10) days in advance of such meeting to allow the parties to attend.

Section 8. Construction Schedule. The Developer will cause the CR 470/CR 48 at CR 33 Intersection Improvements to commence construction within six (6) months from the date a written notice to proceed with construction is issued by County. The Improvements shall be completed within eighteen (18) months of commencement of construction. For purposes of this Agreement, "commencement of construction" shall mean the physical initiation of clearing and grading the ROW. The time for commencement and/or completion of the Improvements shall be extended only upon written request of Developer with approval by the County Manager by the time during which Developer's performance is delayed by causes or occurrences outside or beyond Developer's control including, by way of illustration and not limitation: acts of God, including adverse weather conditions, epidemic, pandemic, flood, or similar occurrence; strikes or other labor controversies; acts of terrorism or declarations of war; shortages of materials (including temporary disruptions in supply chains which result in an unusual increase in the cost of materials in excess of ordinary and customary price fluctuations) or inability to obtain labor or the timely delivery of materials; fire or other casualties; orders or requirements of any governmental authority; change orders to the construction which are required, requested or approved by County; and delay, neglect or default by County.

Section 9. Performance and Maintenance Bonds and Warranties. Prior to proceeding with grading and construction of roadway, Developer or its contractor shall first provide a performance and payment bond or an irrevocable letter of credit in favor of the County for the Improvements which comply with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the County Attorney. The Performance and Payment Bond Form supplied by the County will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as "**Exhibit G**". The security instrument, a copy of which shall be provided to the County by the Developer, shall be in the amount of one hundred ten percent (110%) of the construction costs and shall remain in effect until the Improvements have been constructed and approved and accepted by the County in consultation

with the Public Works Department. The construction contract shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Segment. The Developer or its contractor shall additionally provide to the County, a maintenance bond or an irrevocable letter of credit, acceptable to the County Attorney, in the amount of ten percent (10%) of the total construction cost for a period of twenty four (24) months from the date on which the County accepts ownership and maintenance responsibility for the Improvements. In the event the Developer defaults on the construction of the Improvements the County may utilize the payment and performance bond or letter of credit to complete the work subject to the terms and conditions of Section 11 below. The costs of the bonds shall be a cost of the construction for Transportation Impact Fee Credits.

Section 10. Impact Fee Credits.

(a) In consideration of the obligations set forth herein, the County shall grant to Developer Transportation Impact Fee Credits for the Non-Site-Related Improvements, as defined in the Lake County Code, which, in addition to the specific credits previously referenced in the above sections of this Agreement, shall include the cost construction of any and all eligible Non-Site-Related Improvements. Developer shall be entitled to Transportation Impact Fee Credits for the construction of the Non-Site-Related Improvements in the estimated amount as shown in the Cost Estimate attached hereto as **"Exhibit H"** and incorporated herein (the "Cost Estimate"). The estimated amount of Transportation Impact Fee Credits which will be available to the Developer subject to full compliance with the terms and conditions of this Agreement is currently projected to be $2,006,489.93. In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual costs of the Non-Site-Related Improvements.

(b) Transportation Impact Fee Credits shall be granted for the construction costs after the County receives written notice of the final completion and has fully accepted the Drainage, Roadway and Traffic Signal Improvements constructed.

(c) Upon the granting of the Transportation Impact Fee Credits as set forth above, the Transportation Impact Fee Credits shall be credited to the impact fee credit account in favor of the Developer. The Developer shall send a written request by letter or by email to County with backup documents and materials for County approval prior to the impact fee credit account being activated. Upon acceptance of all submitted documentation providing compliance with this Agreement, the Public Works Department will provide notification to the County impact fee coordinator to set up the credit account. It is the Developer's responsibility to ensure that credits are requested at time of building permitting, as cash reimbursement will not be allowed after the fact in the event credits were not requested and a cash payment was made for the building permit or certificate of occupancy. The County shall issue Transportation Impact Fee Credits to Developer once submitted documentation is approved by the County's Department of Public Works. The Developer shall provide all documentation necessary for the review and approval of the impact fee credit request to the Department of Public Works, which will respond within 14 days to each request or submittal, until all required documentation has been reviewed and approved by the Department of Public Works.

(d) Upon the granting of Transportation Impact Fee Credits, the County shall be entitled to ownership of the improvements constructed.

(e) To the extent that there is an increase in the actual cost and expense of the Non-Site-Related Improvements as actual construction of the improvements progresses, as requested and approved by the County, the County shall reimburse Developer in Transportation Impact Fee Credits in an amount equal to the increase in

cost and expense resulting from such change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site-Related Improvements as a result of any change order(s) to the Plans and Specifications or construction of the roadway as requested or approved by the County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s). In the event of unanticipated field conditions resulting in change orders, the Developer must immediately notify the Department of Public Works for approval of the change.

(f) Following the issuance of Transportation Impact Fee Credits, Developer may assign or transfer any Transportation Impact Fee Credits in accordance with Chapter 22, Lake County Code, and applicable Florida law within the Central Benefit District, as it is depicted as of the date of this Agreement.

(g) It is acknowledged by the County that compliance with the terms and conditions of this Agreement by Developer, its successors and assigns, satisfies any applicable Lake County transportation concurrency requirements for the Developer's Property.

Section 11. **Self-Help Provision**. In the event the County desires to expedite the overall construction of the roadway, the County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event of a material delay in the construction of roadway, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay on which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the County shall each have the right, but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project. The first of the two to exercise the rights granted in this section shall hereafter be referred to as the "Completing Entity in this section.

Section 12. **Term and Nature of Agreement**. The Developer shall take such actions as are necessary to complete the construction of the Improvements in accordance with this Agreement. Except for the warranty requirements set forth herein, this Agreement shall terminate upon completion and acceptance of the Improvements and transfer of the property to County. If the Developer is unable to obtain all necessary approvals from the City of Leesburg for the LAKE BRIGHT-BRIGHURST CR 33 PUD (PLANNED UNIT DEVELOPMENT), the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement.

Section 13. **Compliance with Laws and Regulation**. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section14. **Further Assurance**. The Parties anticipate that, related to the construction of the Road Network under this Agreement, Developer may be required to upgrade certain utilities located within the roadway corridor. County will use best efforts to cooperate with Developer or Developer's designee, to assist in facilitating such utility improvements within the proposed ROW, which shall include but not be limited to providing any available as-built plans or surveys, providing MOT guidance, reviewing plans, as applicable, and coordinating

the location of such utility improvements within the road ROW. Such assistance shall also include County coordination with the City of Leesburg if the City's utility lines need to be relocated.

Section 15. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

Trinity Land Company, LLC
Attn: Andrew Orosz, Esq.
605 Commonwealth Ave.
Orlando, Florida 32803
aorosz@hcpland.com

With copy to:

Hanover Land Company
Attn: Ben Snyder
605 Commonwealth Ave.
Orlando, Florida 32803
bsnyder@hcpland.com

County:

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 16. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 17. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

Section 18. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 19. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 20. **Construction of Agreement**. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

Section 21. **Public Records**.

(a) All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the Developer for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the Developer's office or facility. The Developer will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the Developer will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

(b) Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records required by the County to perform the services identified herein;

(ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.

(iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S**

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, PUBLIC WORKS DIRECTOR, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

(d) Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

(e) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation.

(f) Confidential and/or Exempt Information. Developer must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement. Upon completion, Developer will return to County all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. Developer will provide written certification to County that all documents designated as confidential and/or exempt have been returned to the County or destroyed.

Section 22. Records and Audits. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

Section 23. Equal Opportunity Employment. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

Section 24. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

Section 25. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

Section 26. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 27. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

Section 28. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

Section 29. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

Section 30. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

Section 31. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

Section 32. **Insurance**. Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain or cause its agents and contractors to maintain insurance as set forth in "**Exhibit I**", attached hereto and incorporated herein by reference.

Section 33. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A:	Legal Description for Annexation and PUD
Exhibit B:	LAKE COUNTY PROJECT No. 21-0940A
Exhibit C:	LAKE BRIGHT-BRIGHURST CR 33 PUD
Exhibit D:	DRAINAGE MAP
Exhibit E:	ROADWAY PLAN 1,2,3,4
Exhibit F:	SIGNALIZATION PLAN
Exhibit G:	PERFORMANCE/PAYMENT BOND
Exhibit H	CONSTRUCTION BUDGET COST ESTIMATE
Exhibit I:	INSURANCE REQUIREMENTS

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Exhibit I:	INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its/their duly authorized representatives.

DEVELOPER

TRINITY LAND COMPANY, LLC a Florida limited liability company

By: _____
Andrew Orosz, Authorized Representative

This 11th day of August, 2025.

COUNTY

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 9th day of September, 2025.

ATTEST:

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

Approved as to form and legality:

9/9/25

Melanie Marsh, County Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION AND PUD

PARCEL 1

O.R. BOOK 2460, PG, 269
E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OFWAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW ¼ OF NE ¼ DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW ¼ THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE ¼ OF NW ¼ AND SAID SW ¼ OF NE ¼ A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTH LINE OF SAID SW ¼ OF NE ¼; THENCE WEST WITH THE SOUTH LINES OF SAID SW ¼ OF NE ¼ AND SAID SE ¼ OF N/W ¼ THENCE NORTH WITH THE LINE OF SAID SE ¼ OF NW ¼ A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING AND THE SOUTH 420.26 FEET OF THE EAST ½ OF THE SW ¼ OF NW ¼

PARCEL 2, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146
A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT—OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING—DESCRIBED CENTERLINE: FROM THE SOUTHWEST CORNER OF THE EAST ½ OF THE SW ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST ½ A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30 1 29" A DISTANCE OF 41 .91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13 8T A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861 .43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF—WAY OF STATE ROAD 33.

PARCEL 3

O.R. BOOK 1509, PAGE 1867
PARCEL A FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE

OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A". PARCEL B FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE"C"UNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4

O.R. BOOK 3370 PAGE 1207
THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL 5
O.R. BOOK 4077 PAGE 2208
FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°94'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST ¼ OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF

SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING

EXHIBIT B

LAKE COUNTY PROJECT No. 21-0940A

LAKE COUNTY

ENGINEERING DIVISION

CONTRACT PLANS

PROJECT LOCATION

https://maps.app.goo.gl/kt9V0r66ZxaZ8ChCA

LAKE COUNTY PROJECT NO. 21-0940A

CR 470 / CR 48 AT CR 33
INTERSECTION IMPROVEMENTS

INDEX OF PLANS

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10	PROJECT LAYOUT
11 - 14	ROADWAY PLAN
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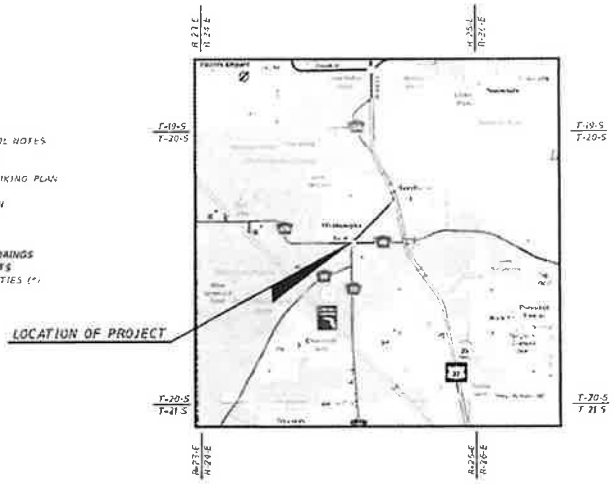
35 - 36	**SIGNALIZATION PLAN**
37	SIGNAL HEAD LOCATION PLAN
38	GUIDE SIGN WORKSHEET
39	STRAIN POLE SCHEDULE (*)
40	**ROADWAY SOIL SURVEY**
41	**REPORT OF BORINGS AND BORINGS**
42	**REPORT SPT BORINGS RESULTS**
43	SUMMARY OF VERIFIED UTILITIES (*)

* TO BE INCLUDED IN THE NEXT SUBMITTAL



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation FY2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www3dot.gov/programmanagement/Implemented/SpecBooks

PLANS PREPARED BY:

METRIC ENGINEERING, INC
11766 MARCO BEACH DRIVE, SUITE 1
JACKSONVILLE, FLORIDA 32224
TEL (407) 644-1998

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ENGINEER OF RECORD: RICARDO I. GONZALEZ, P.E.
P.E. NO: 66564

LAKE COUNTY PROJECT MANAGER:
GEORGE GADIEL, P.E.

CONSTRUCTION CONTRACT NO	FISCAL YEAR	SHEET NO
	25	1

THE ORIGINAL SIGNED AND SEALED HARD COPY OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED ON 5/15/25 AT 4:45 PM

EXHIBIT C

LAKE BRIGHT-BRIGHURST CR 33 PUD

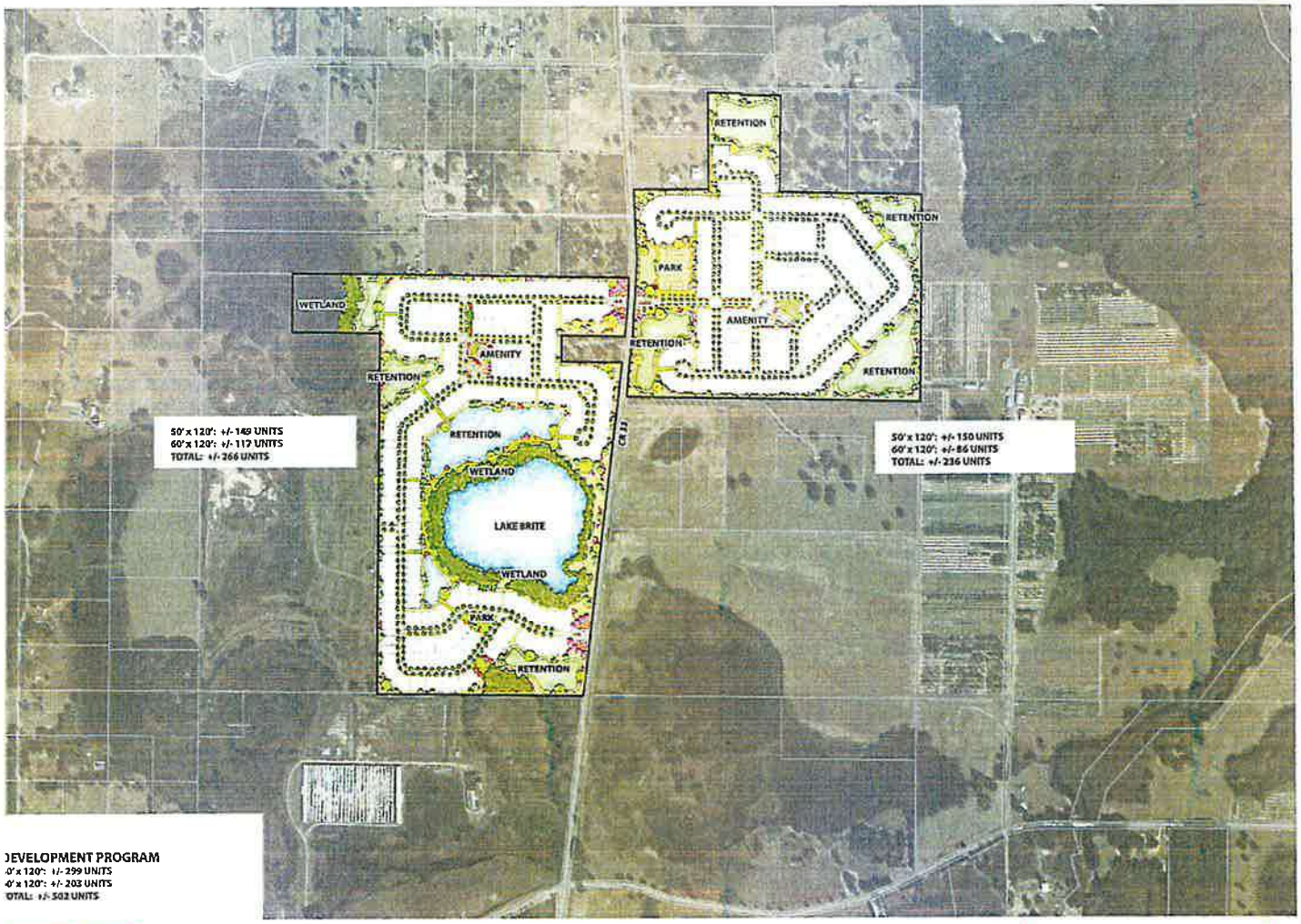


EXHIBIT D

DRAINAGE MAP

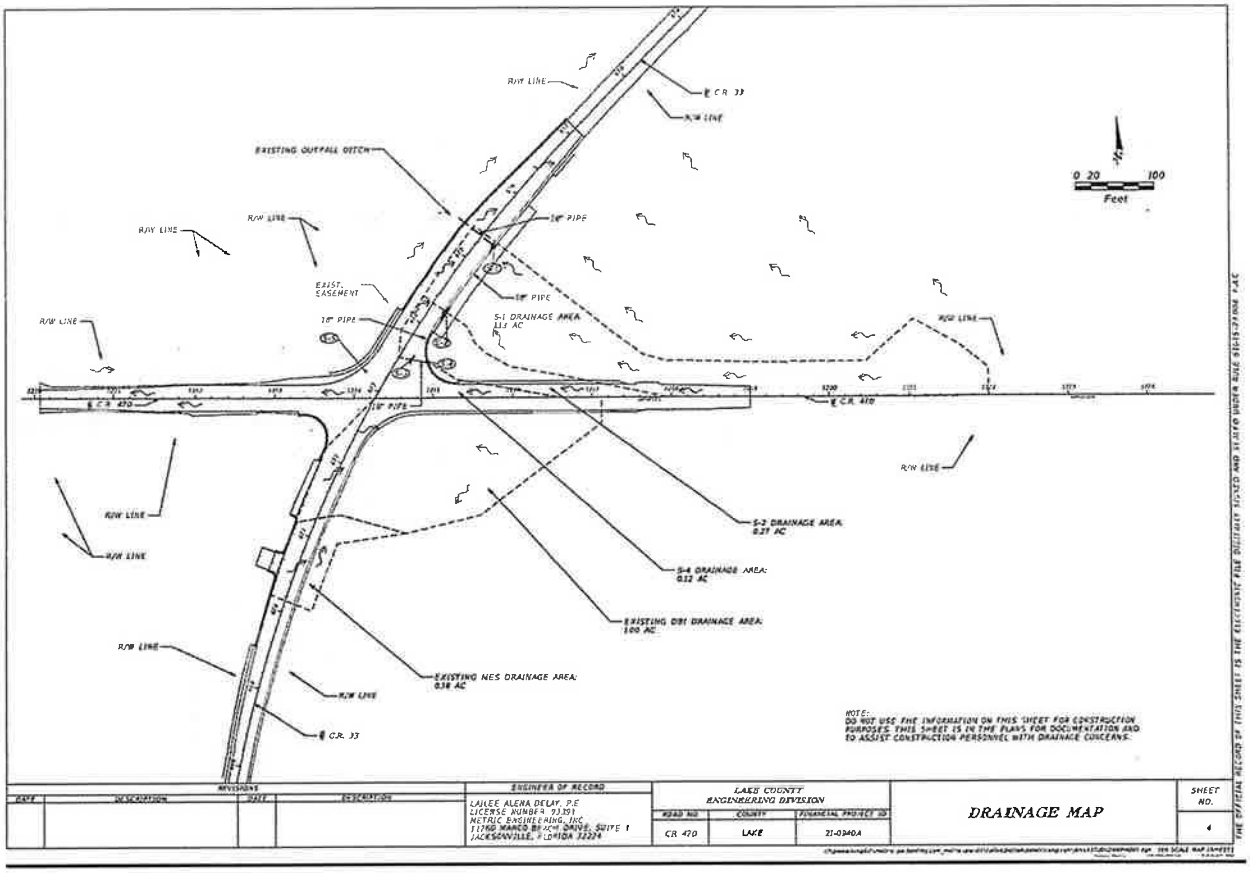


EXHIBIT E

ROADWAY PLAN 1

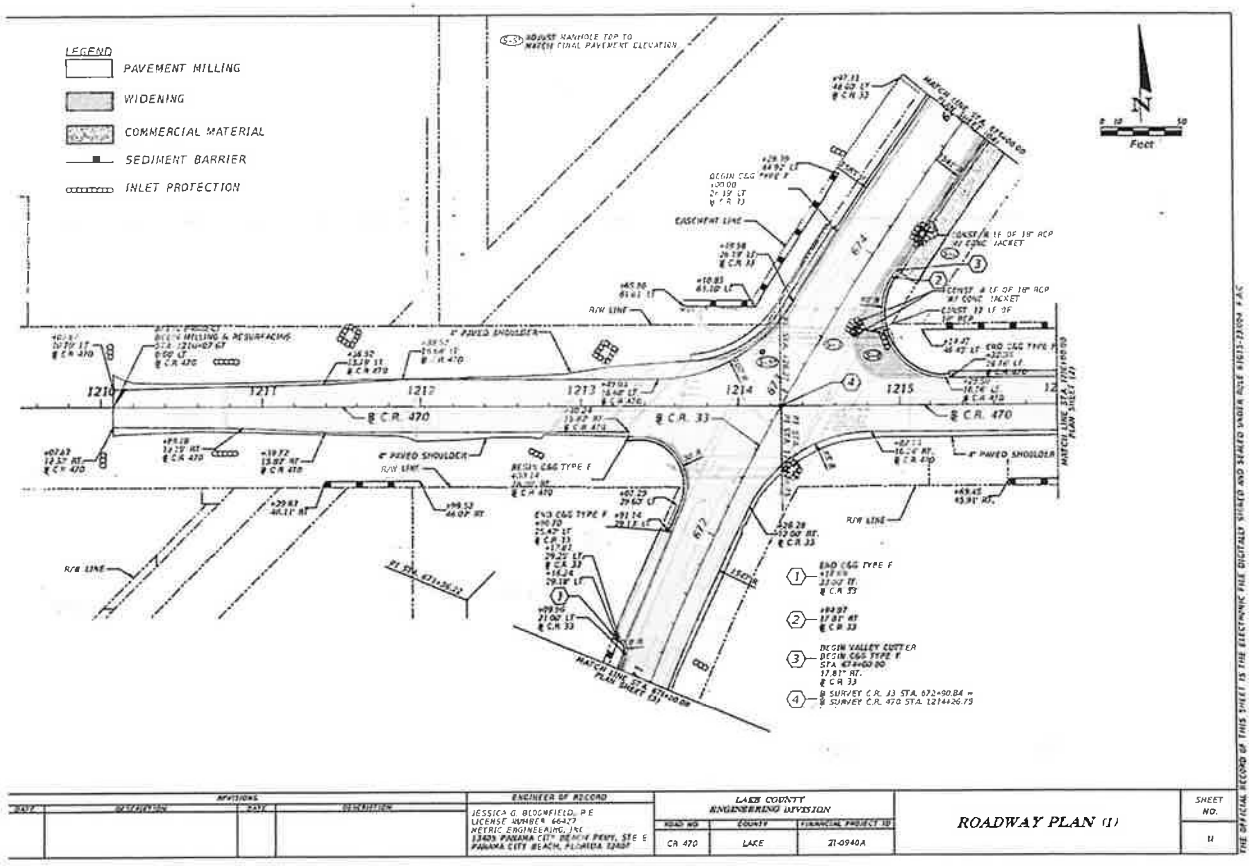


EXHIBIT E

ROADWAY PLAN 2

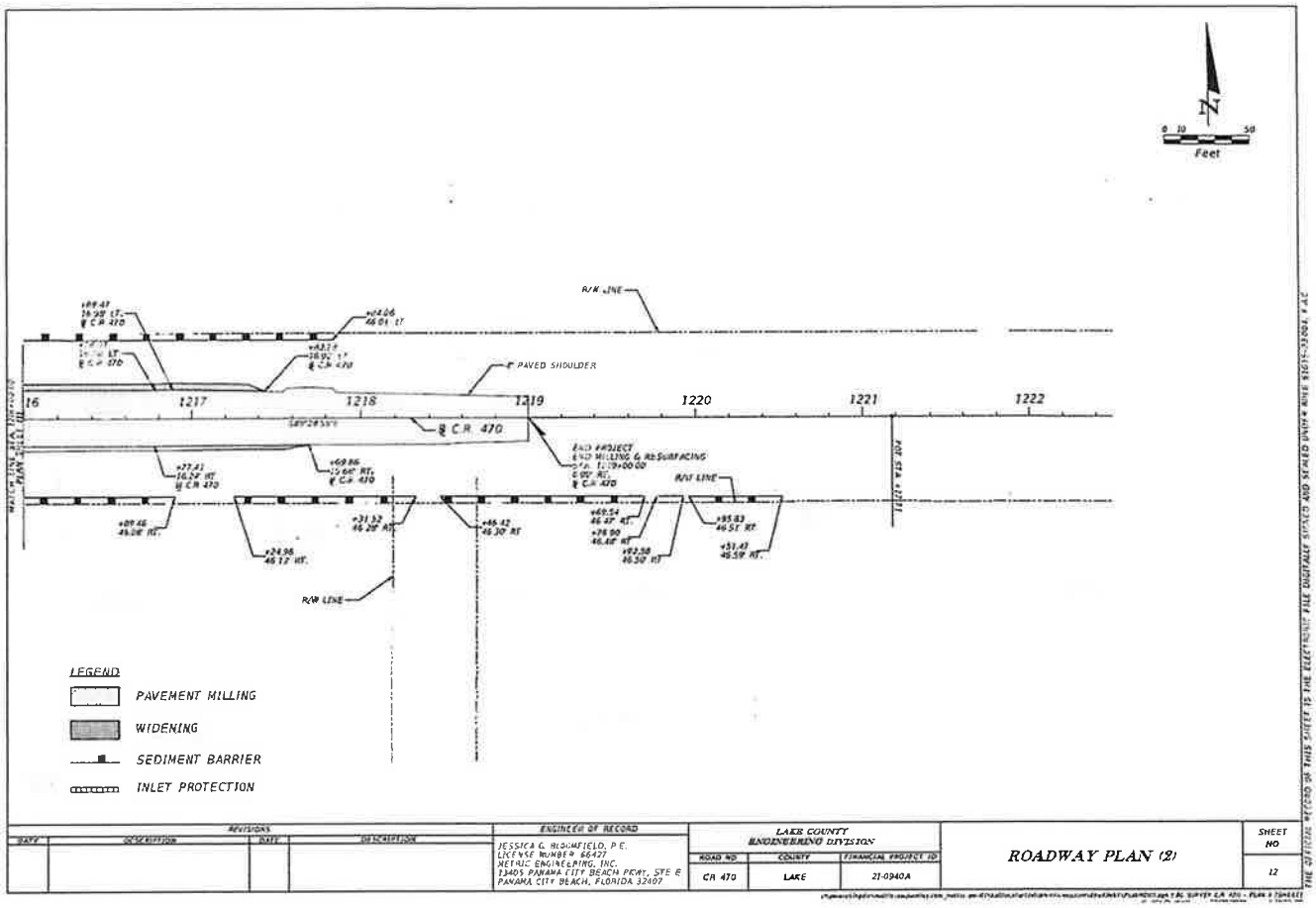


EXHIBIT E

ROADWAY PLAN 3

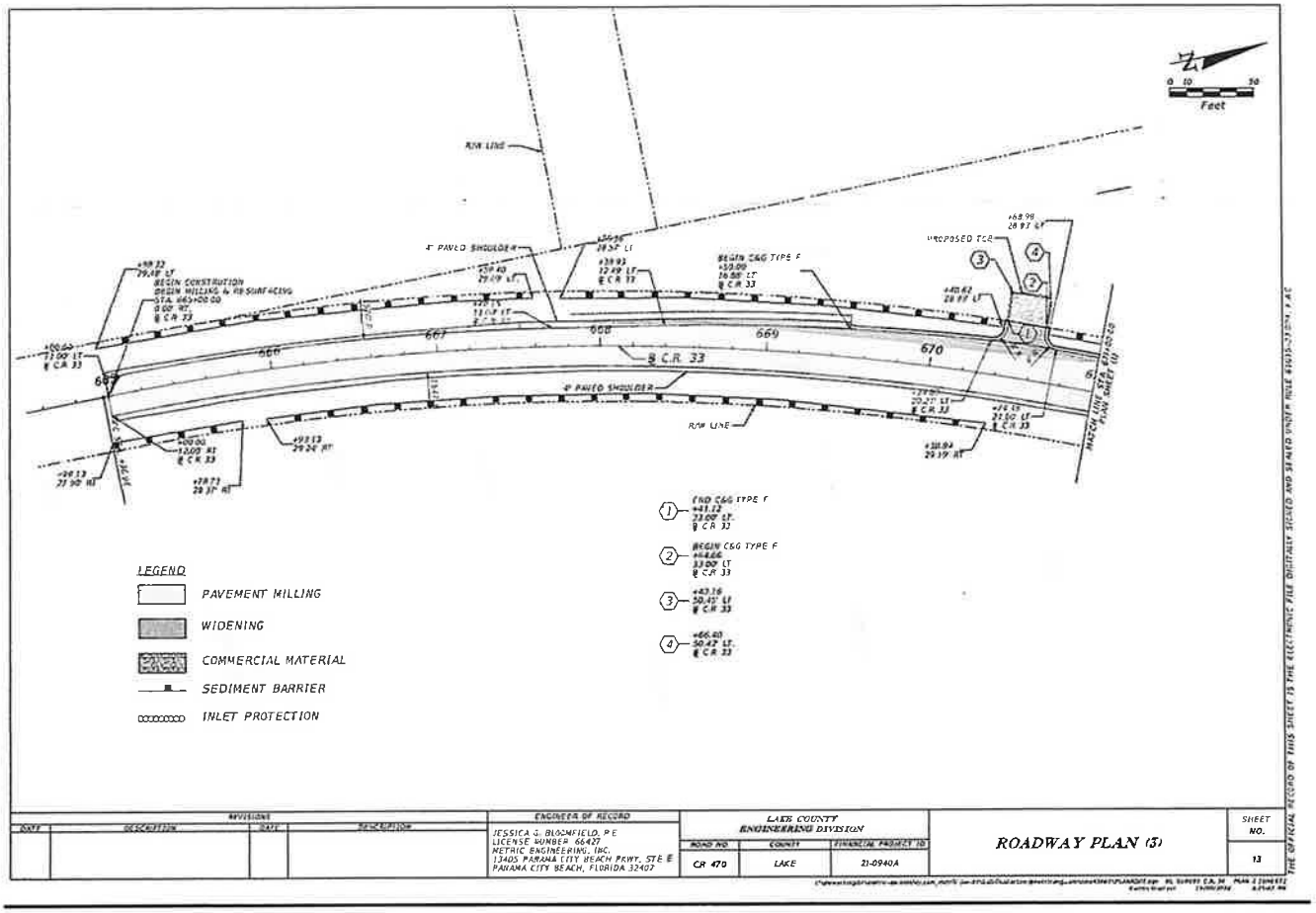


EXHIBIT E

ROADWAY PLAN 4

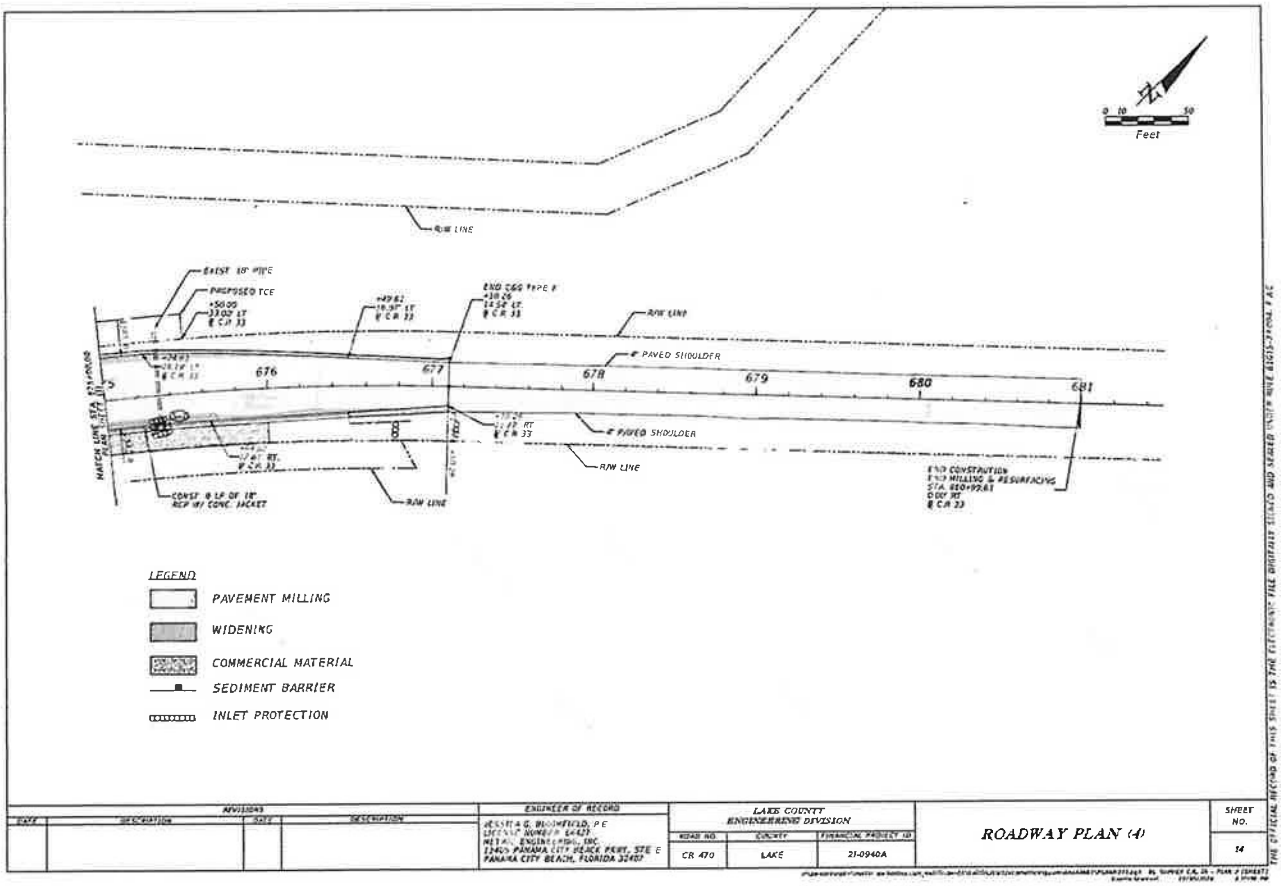


EXHIBIT F

SIGNALIZATION PLAN

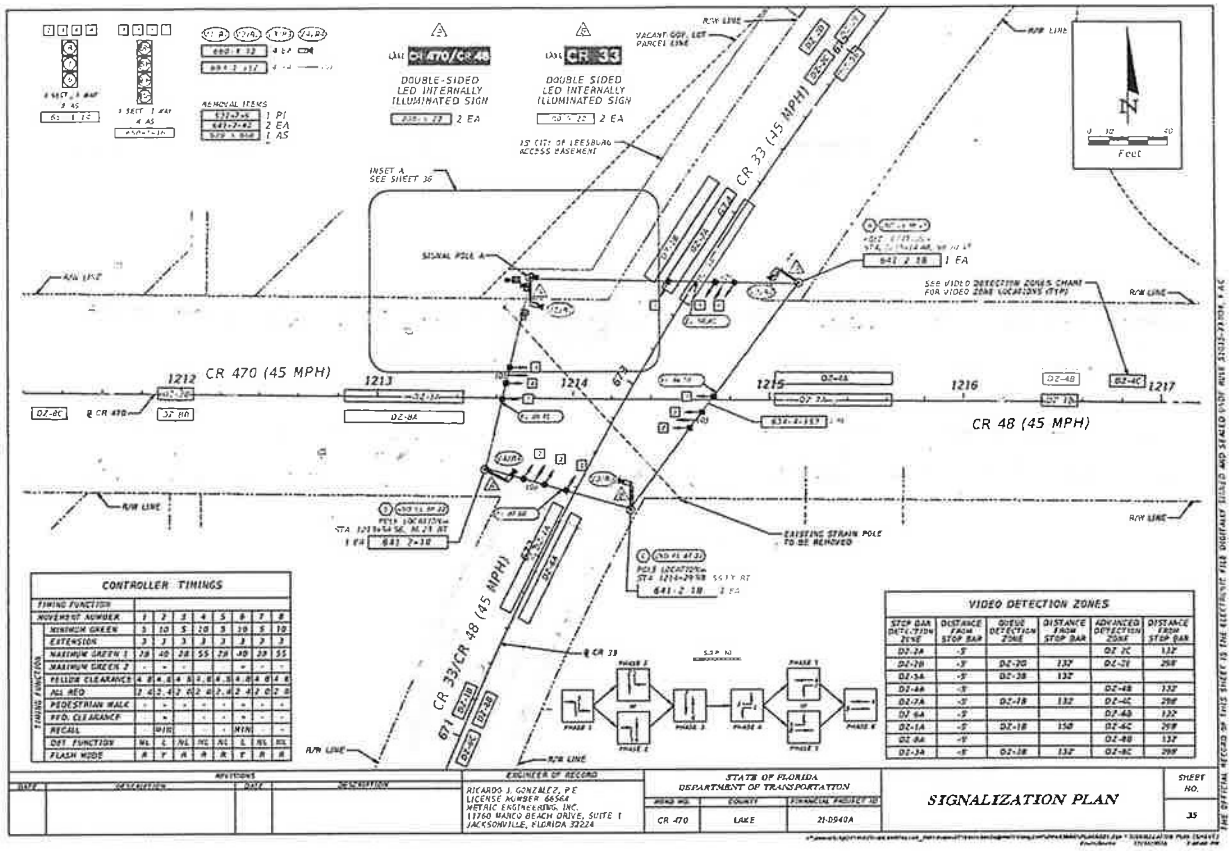


EXHIBIT G

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

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 _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

EXHIBIT H

DRAINAGE, ROADWAY & TRAFFIC IMPROVMENTS CONSTRUCTION BUDGET COST ESTIMATE

DRAINAGE	$	65,000.00
ROADWAY	$	1,139,081.75
SIGNALIZATIUON	$	520,000.00
CONSTRUCTION ADMIN./MISC.ENGINEERING/PERMITS	$	100,000.00
	$	1,824,081.75
CONTINGENCY 10%	$	182,408.18
BUDGET TOTAL	$	2,006,489.93

CR 470/ CR 48 at CR 33 Intersection Improvements

Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
Contact: Hunter Carter
Phone: 352-399-6829
Fax: 352-399-6830

Quote To: Hanover Land
Attn: Doug Beasley
Phone: 407-432-1967
Fax:
Date: 2 6 2025

Job Name: CR-470 CR-48 @ CR-33
Date of Plans: 12/20/2024
Revision Date:

Bid # 2025-027

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	45,000.00	45,000.00
1010	Survey & Layout	1.00	LS	72,000.00	72,000.00
1020	As-Builts	1.00	LS	30,000.00	30,000.00
1030	Geo-Testing	1.00	LS	18,000.00	18,000.00
1040	Maintenance of Traffic	1.00	LS	285,000.00	285,000.00
1050	NPDES Monitoring	1.00	LS	18,000.00	18,000.00
1060	Silt Fence	4,490.00	LF	2.25	10,102.50
1070	Inlet Protection	13.00	EA	135.00	1,755.00
1090	ROW Restoration	10,795.00	SY	5.75	62,071.25
1100	Demolition	1.00	LS	7,500.00	7,500.00
1110	1.5" Milling	9,270.00	SY	7.80	72,306.00
1120	1.5" FC-9.5 Asphalt	10,010.00	SY	31.80	318,318.00
1130	2" SP-12.5	1,060.00	SY	78.00	82,680.00
1140	Full Depth Lime Rock	1,060.00	SY	37.65	39,909.00
1150	Type F Curb	670.00	LF	42.00	28,140.00
1160	Type Valley - Gutter	250.00	LF	42.00	10,500.00
1170	Striping & Signage	1.00	LS	38,400.00	38,400.00
1180	TOTAL ROADWAY	*1.00*			**1,139,681.75**
1190	Connect to Existing	6.00	EA	3,680.00	22,080.00
1200	18" RCP	70.00	LF	145.00	10,150.00
1210	Type P-5 Inlet	1.00	EA	9,685.00	9,685.00
1220	Type V Inlet	2.00	EA	7,235.00	14,470.00
1230	Type P Manhole (Adjustment and Riser)	1.00	EA	2,670.00	2,670.00
1240	Type P Manhole	1.00	EA	5,820.00	5,820.00
1250	Testing	70.00	LF	7.50	525.00
1260	TOTAL STORM				**65,400.00**
1270	Signalization Package	1.00	LS	520,000.00	520,000.00
1280	TOTAL SIGNALIZATION				**520,000.00**
GRAND TOTAL					**$1,725,081.75**

Page 1 of 2

EXHIBIT I

INSURANCE REQUIREMENTS

The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Certificate holder shall be:

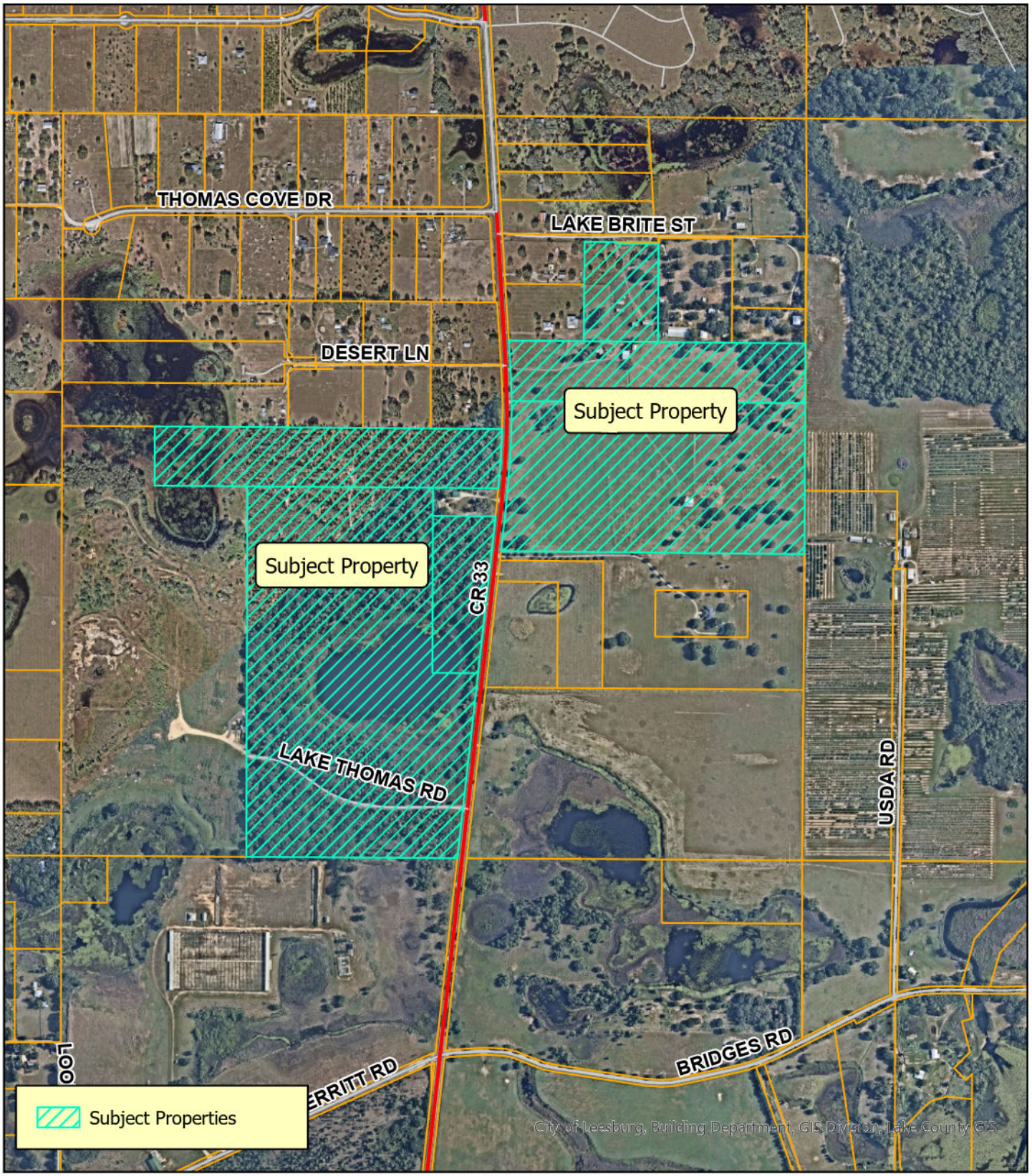
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Aerial



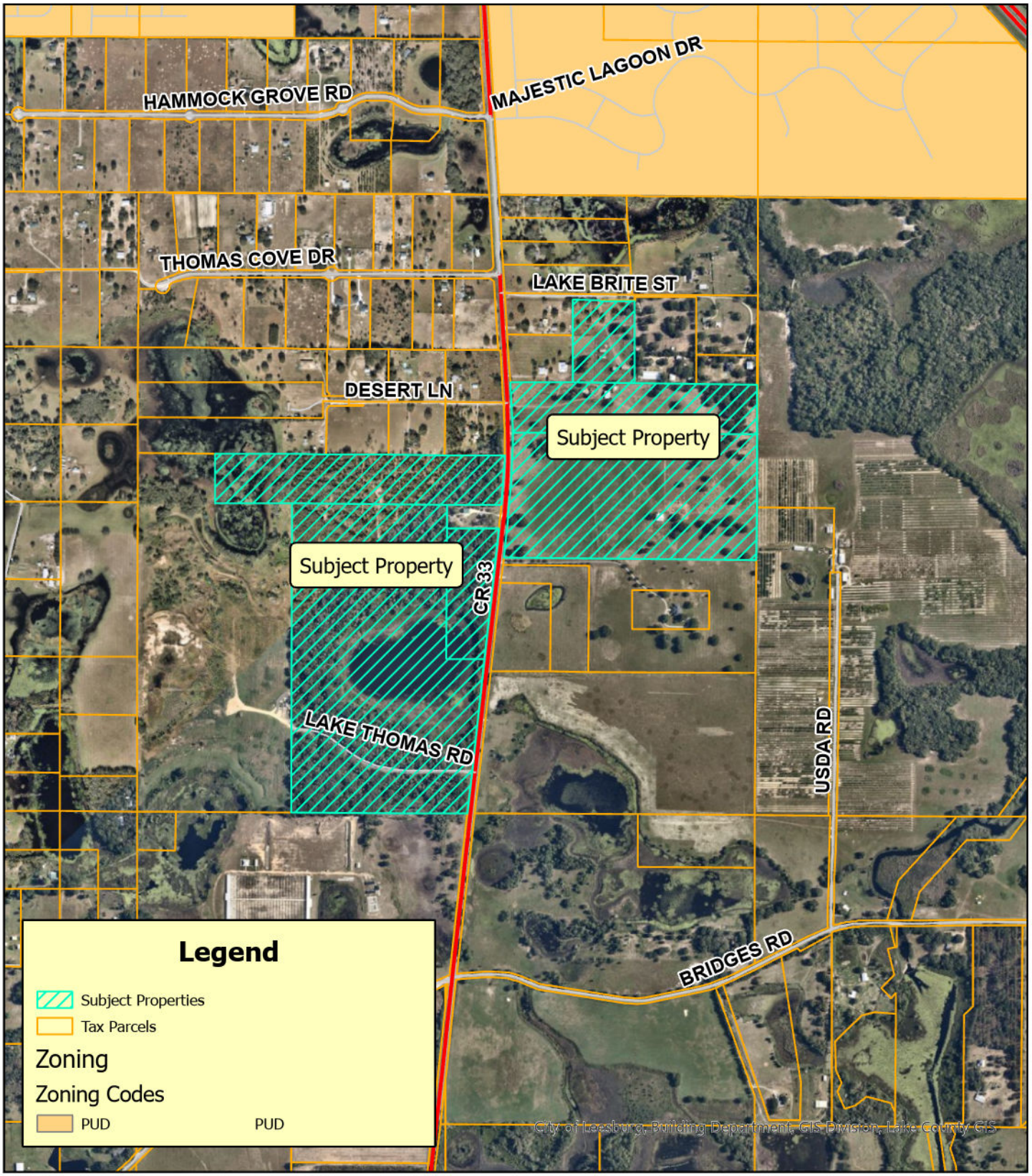
Planning & Zoning Department

N

0 425 850 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 12, 2025

Zoning



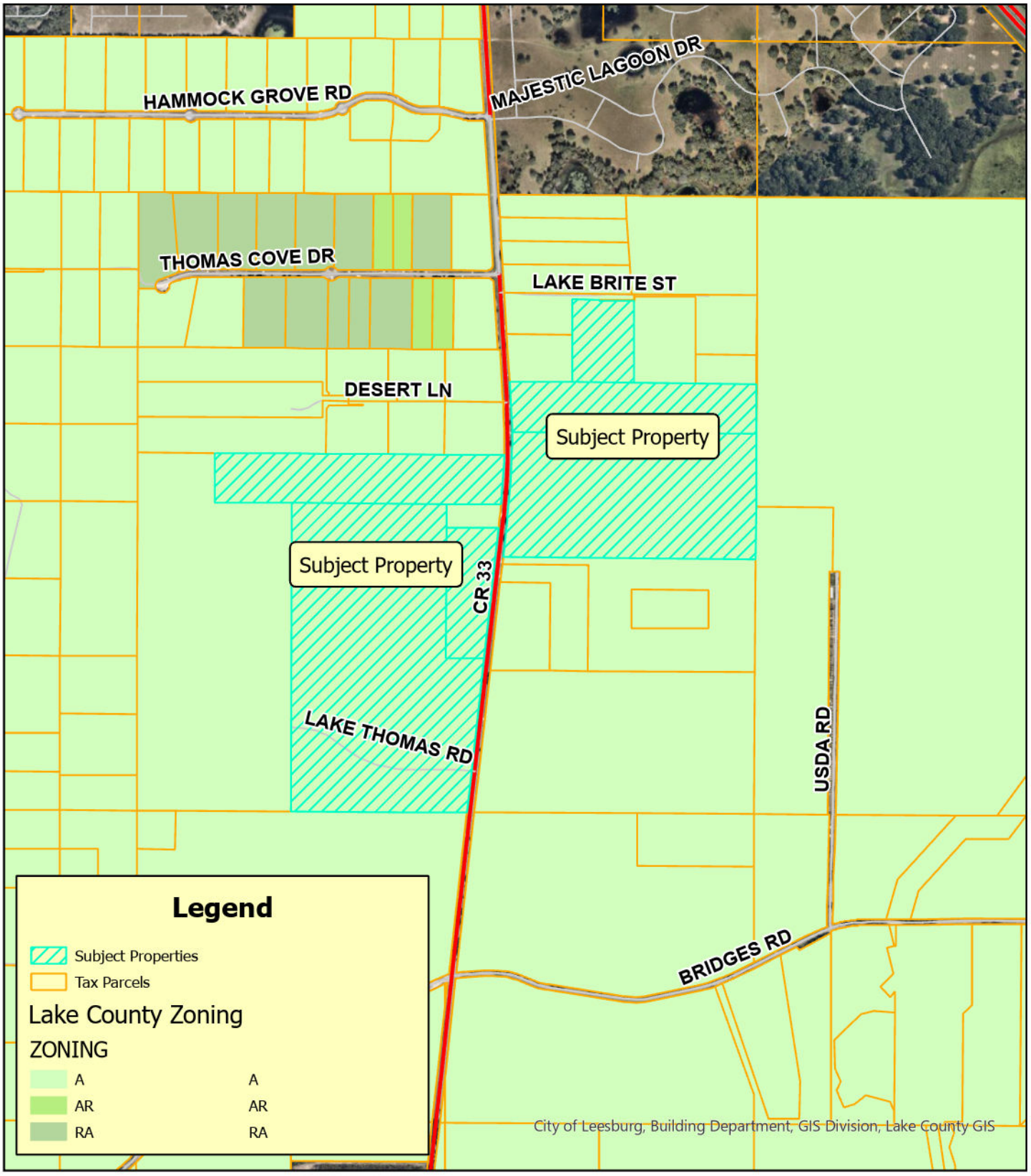
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Lake County Zoning



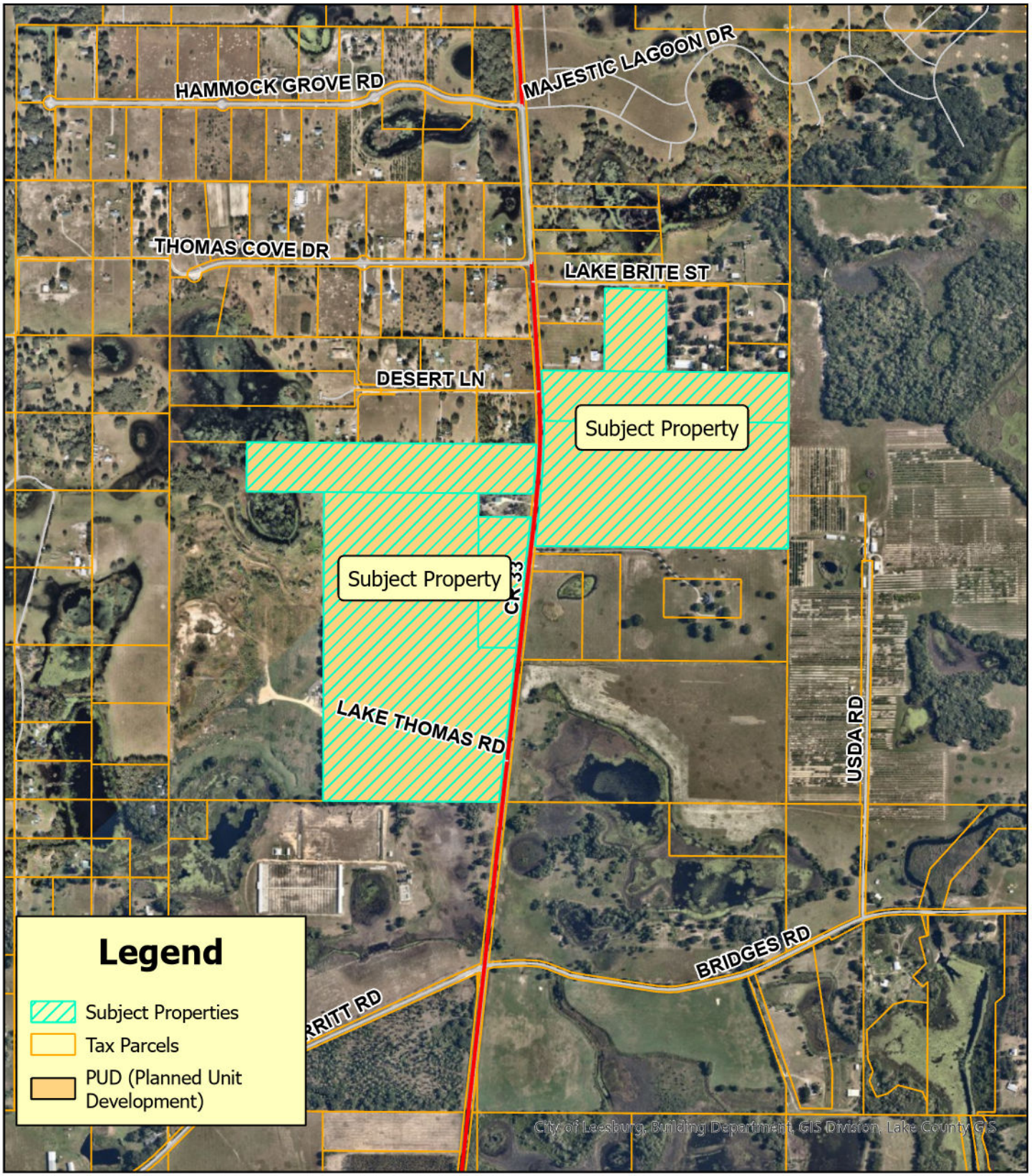
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Proposed Zoning



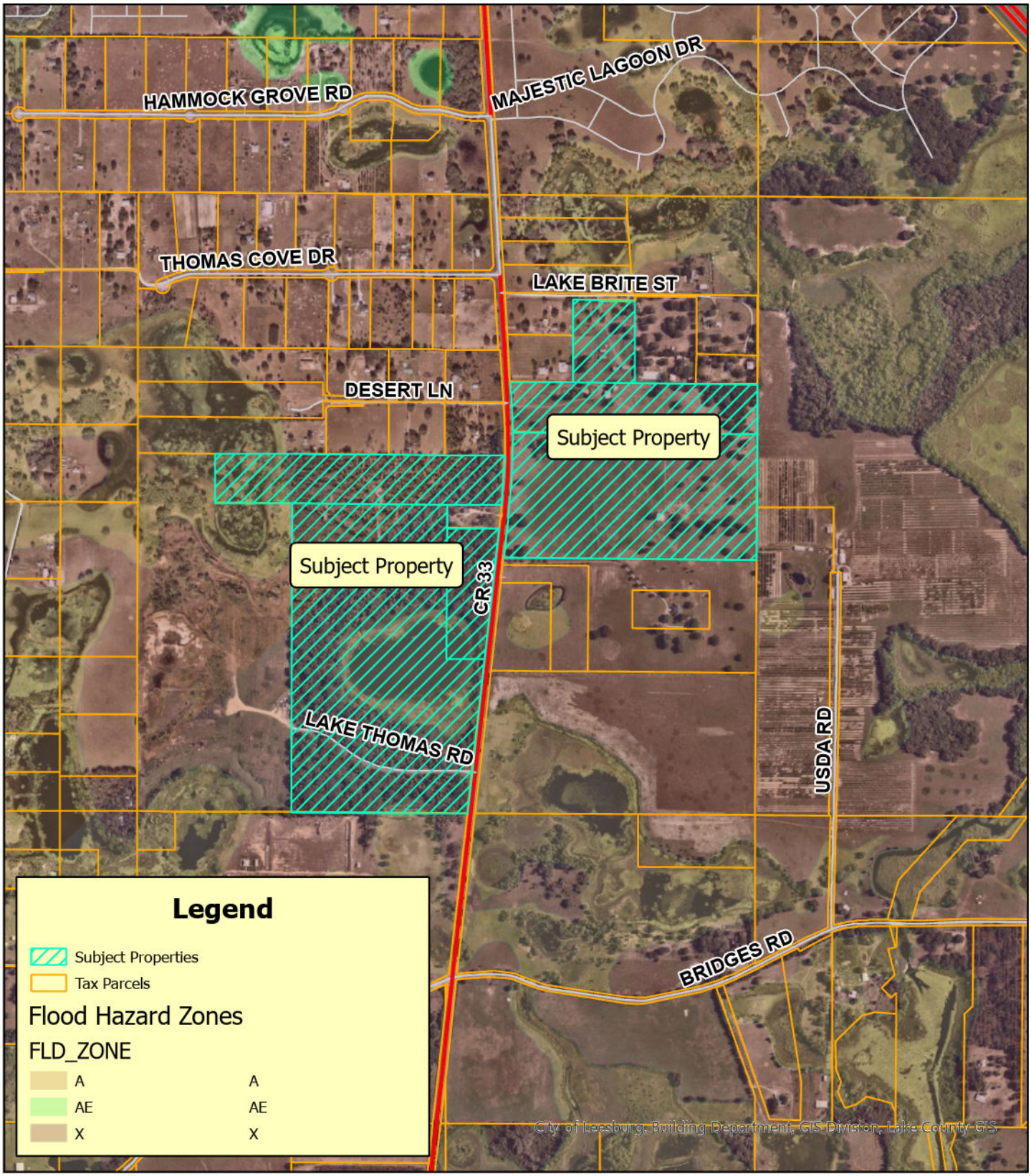
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Flood Zone



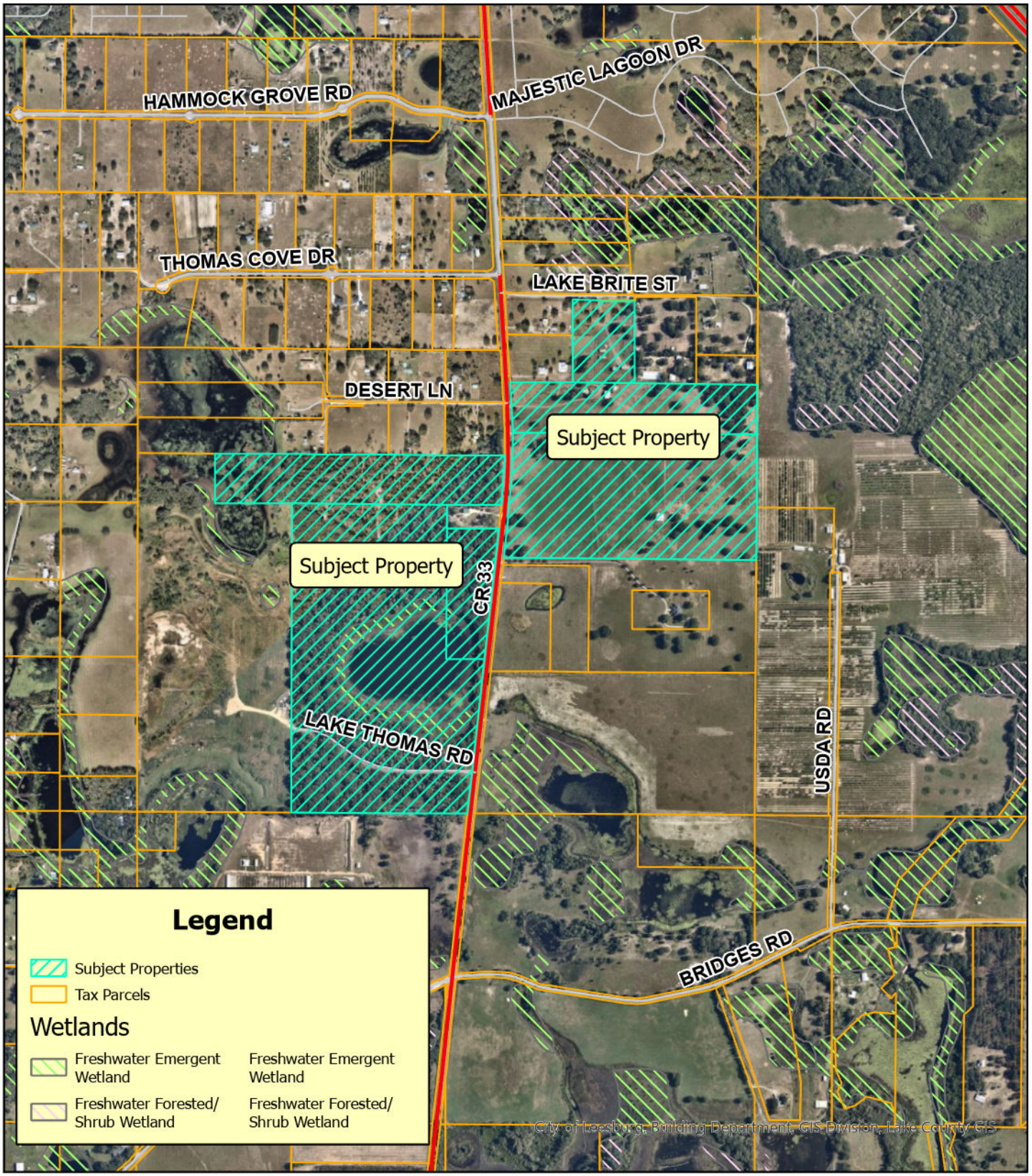
Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

Wetlands



Planning & Zoning Department

N

0 500 1,000 Feet

LAKE BRIGHT-BRIGHURST CR 33 PUD
ANNX-25-775; LSCP-25-776; PUD-25-777
AK #s: 1044162, 1044171, 1044189, 1701392, 1701422, 3319397
Section 3, Township 21 South, Range 24 East
December 19, 2025

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Sign 1 - Close up of Sign on Property from CR 33.

Looking north along CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking east into the property from CR 33.

Looking south along CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking west across CR 33.

Sign 2 - Close up of Sign on Property from CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking north along CR 33.

Looking east from the property across CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking south along CR 33.

Looking west into the subject property from CR 33.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Sign 3 - Close up of Sign on Property from Lake Brite Street.

Looking north across Lake Brite Street.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking east along Lake Brite Street.

Looking south into the subject property from Lake Brite Street.

SIGN POSTING PHOTOS **Lake Bright-Brighurst**
Posted on 1/9/2025

Looking west along Lake Brite Street.

NOTICE OF PUBLIC HEARING

REZONING

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # PUD-25-775) from Ben Snyder, Hanover Land Company, Petitioner, for a PUD (Planned Unit Development) rezoning as described below.

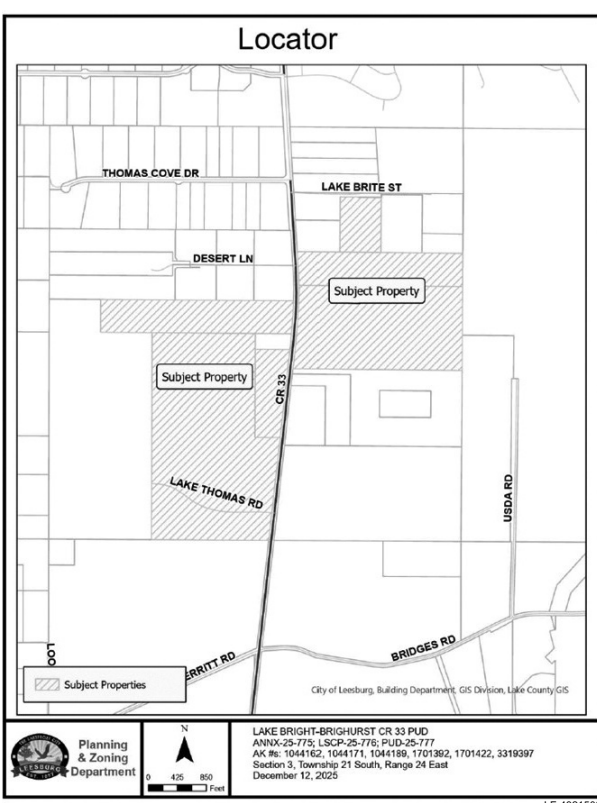
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 202.6 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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 purposes 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.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



LF-43215031

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: February 23, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.26 +/- acres; and being generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 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 4; and providing an effective date. (Cronin-Dewey Robbins Residential ANNX).

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 9.26 +/- acres. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Analysis:
The applicant has submitted a request for annexation of approximately 9.26 +/- acres, generally located north of Dewey Robbins Road and east of US Highway 27, as shown on the attached General Location Map. At this time, the property is developed with one single-family residence. The current zoning is Lake County A (Agriculture); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to connect to develop under City Codes and regulations. The proposal of the property is 26 single-family detached residences.

The property is surrounded by Lake County (Agriculture), RP (Residential Professional), and Leesburg PUD (Planned Unit Development). Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Small Planned Unit Development Application, had recommendations for approval from the staff at the public hearing held on January 22, 2026. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 9.26 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 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 4; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS RESIDENTIAL ANNX).

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

Section 1.

Based upon the petition of Michael J Cronin and Kim R Cronin, Petitioners, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 4;

Section 3.

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

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Cronin-Dewey Robbins
ANNX-25-812; SSCP-25-813; SPUD-25-814

Legal Description

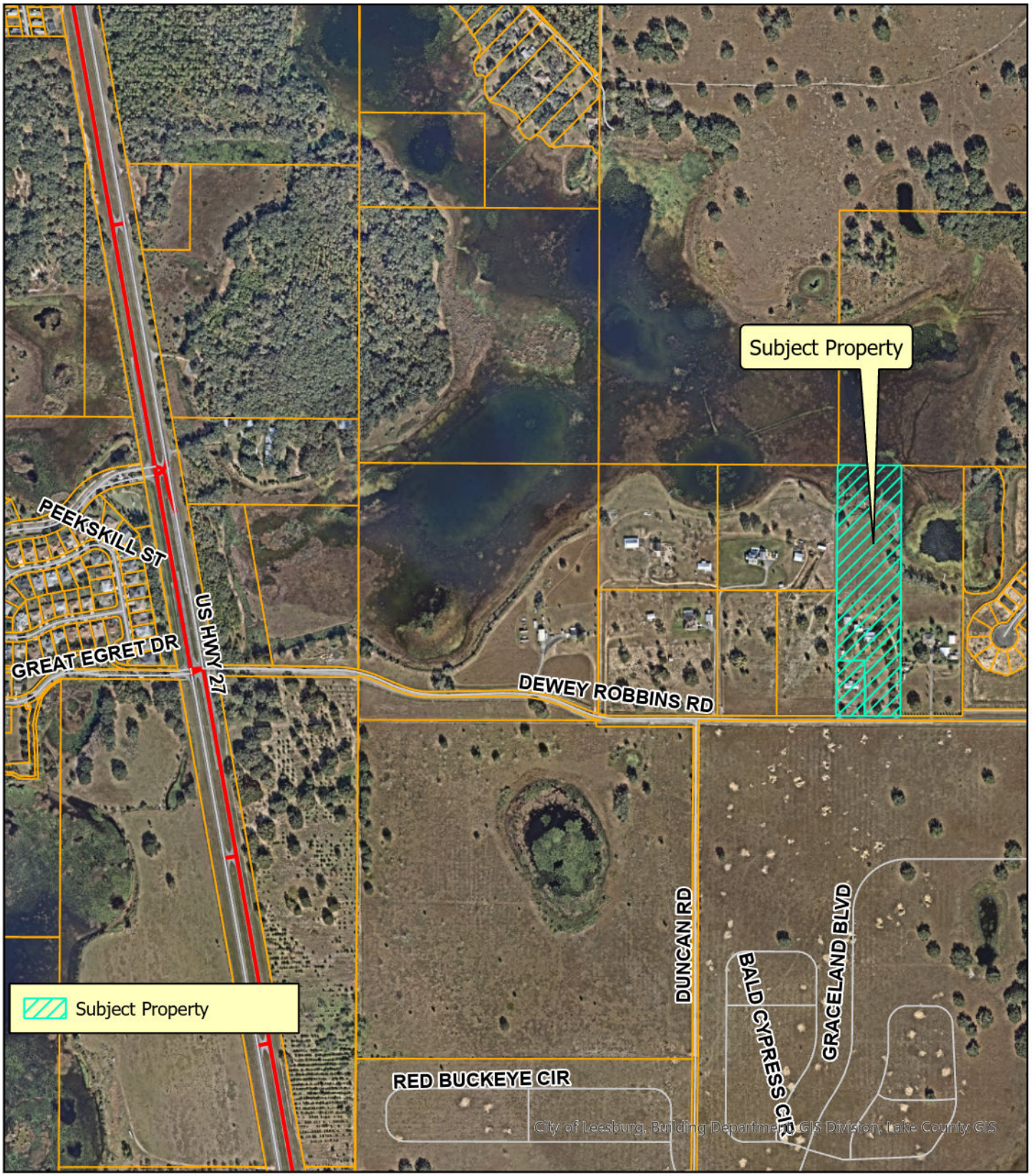
Alternate Key:

1030226, 3881453

W 1/4 OF SW 1/4 OF SE 1/4--LESS S 25 FT FOR RD R/W & LESS FROMSW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINE OF SW1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OF DEWEYROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEY ROBBINS RD, N89-30-31 W ALONG SAID N R/W LINE 150 FT TO POB-- ORB 1724 PG1392

FROM SW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINEOF SW 1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OFDEWEY ROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150 FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEYROBBINS RD, N 89-30-31 W ALONG SAID N R/W LINE 150 FT TO POBORB 1724 PG 1392

Extended Aerial



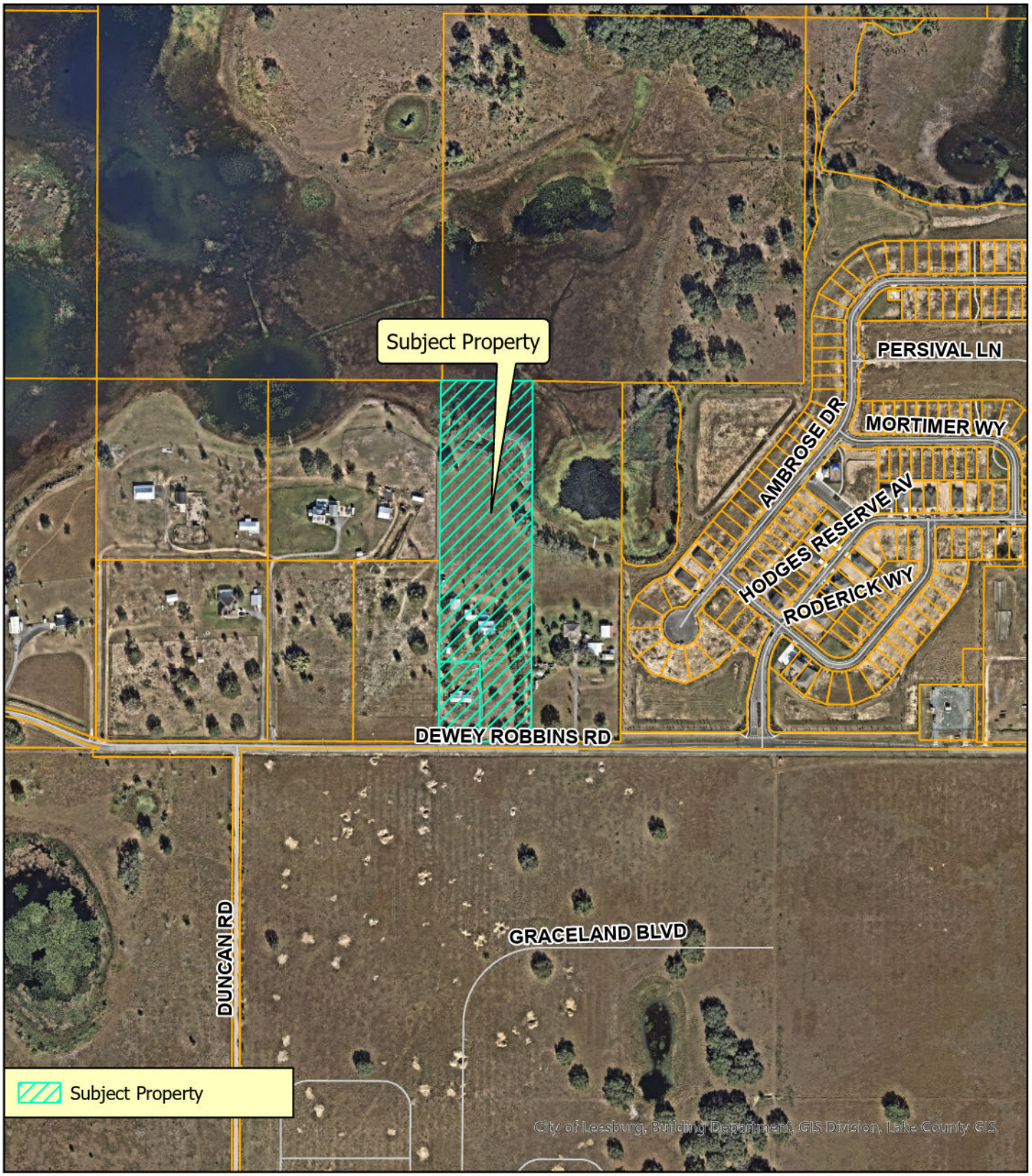
Planning & Zoning Department

N

0 313 625 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Aerial



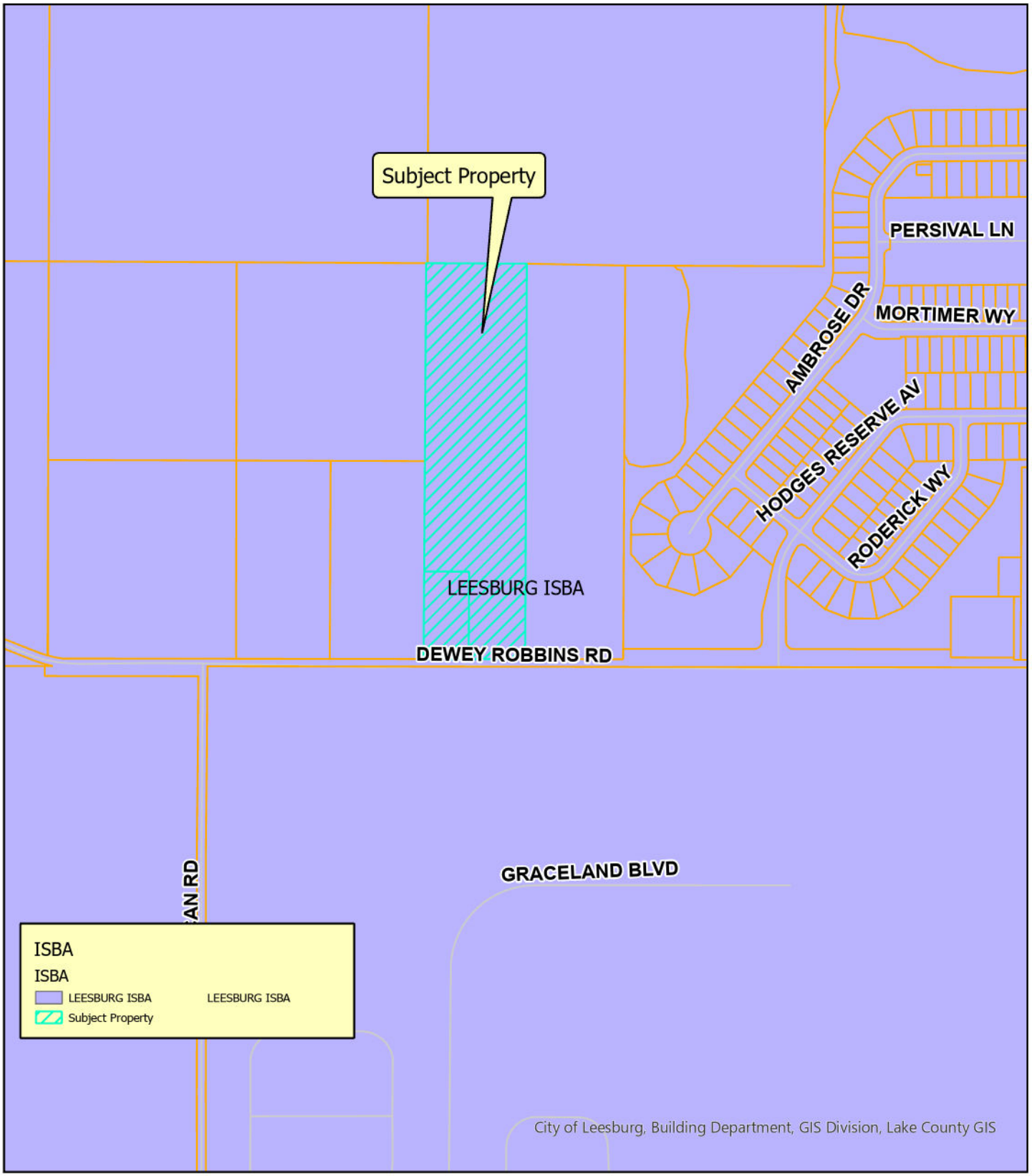
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

ISBA



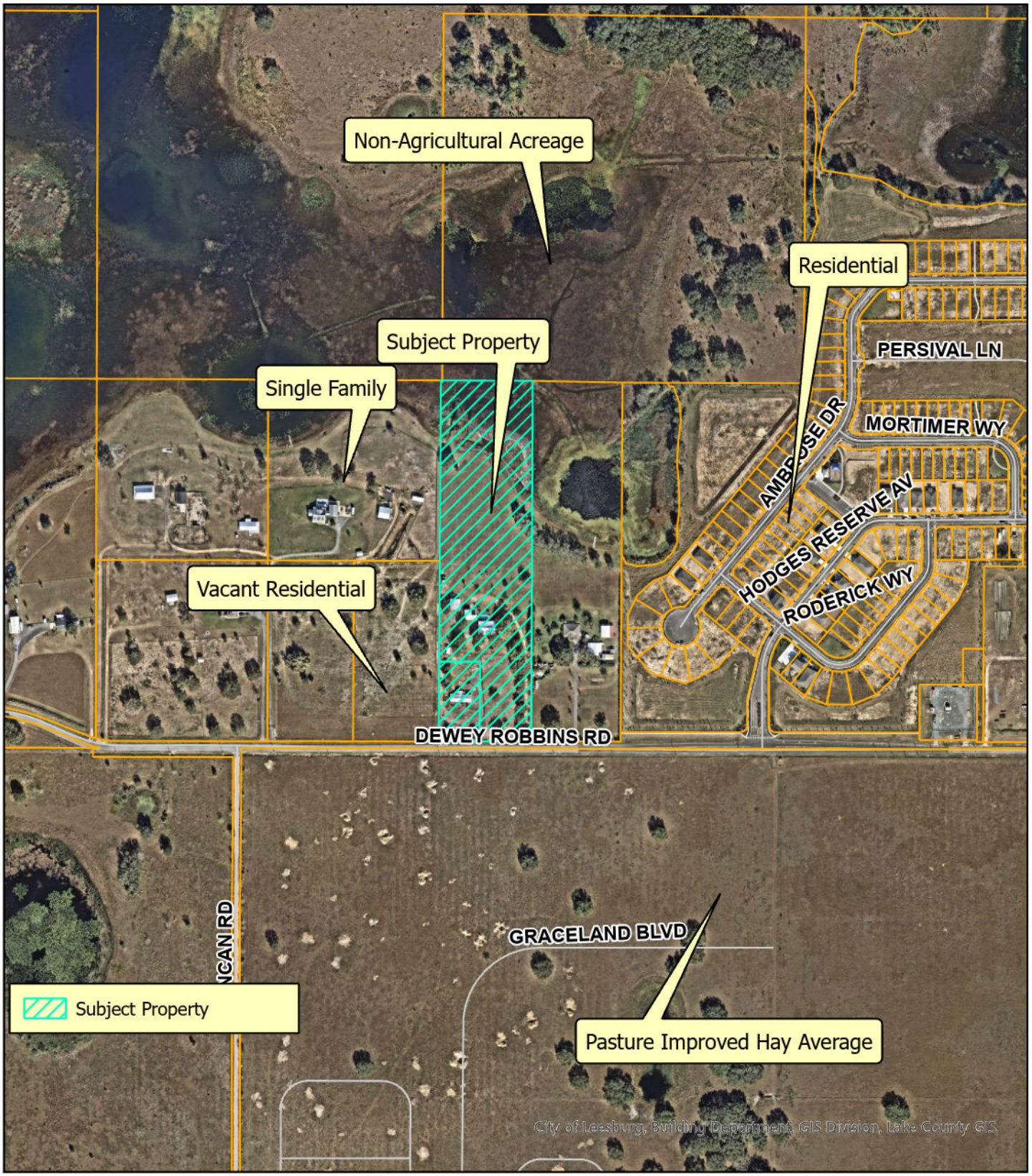
Planning & Zoning Department

N

0 195 390 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
January 5, 2026

Surrounding Land Uses



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Commission District

Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

GENERAL LOCATION: North of Dewey Robbins Road and East of US Highway 27

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use
South – City Estate Residential
East – Lake County Rural & City Estate Residential
West – Lake County Rural & Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural	City Estate Residential	9.26+/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development)
South – City PUD (Planned Unit Development)
East – Lake County A (Agriculture) & City PUD (Planned Unit Development)
West – Lake County A (Agriculture) & RP (Residential Professional)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:
North – Non-Agricultural Acreage
South – Pasture Improved Hay Average
East – Residential
West – Vacant Residential & Single Family

PROPOSED LAND USE: 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: February 23, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 9.26 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date**.** (Cronin-Dewey Robbins Residential SSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 9.26 +/- acres from Lake County Rural to City of Leesburg Estate Residential. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Analysis:
The project site is approximately 9.26 acres. The property is generally located north of Dewey Robbins Road and east of U.S. Highway 27. Currently, the property is developed with one single-family residence. The proposal of the property is 26 single-family detached residences. The surrounding Future Land Use Map designations of Lake County Rural, Rural Transition, City Neighborhood Mixed Use, and Estate Residential are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 9.26 +/- acres. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 9.26 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS RESIDENTIAL SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 9.26 acres of land generally located north of Dewey Robbins Road and east of US Highway 27 from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Cronin-Dewey Robbins
ANNX-25-812; SSCP-25-813; SPUD-25-814

Legal Description

Alternate Key:

1030226, 3881453

W 1/4 OF SW 1/4 OF SE 1/4--LESS S 25 FT FOR RD R/W & LESS FROMSW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINE OF SW1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OF DEWEYROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEY ROBBINS RD, N89-30-31 W ALONG SAID N R/W LINE 150 FT TO POB-- ORB 1724 PG1392

FROM SW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINEOF SW 1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OFDEWEY ROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150 FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEYROBBINS RD, N 89-30-31 W ALONG SAID N R/W LINE 150 FT TO POBORB 1724 PG 1392

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Michael J Cronin and Kim R Cronin
PETITIONER:	Michael Rankin
PROJECT:	Cronin-Dewey Robbins Residential
REQUEST:	Small Scale Comprehensive Plan from Lake County Rural to City Estate Residential.
CASE NO.:	SSCP-25-813

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.

2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Rural, Rural Transition; City of Leesburg Estate Residential, and Neighborhood Mixed Use.

3. The proposed request, as conditioned, is compatible with the proposed zoning of SPUD (Small Planned Unit Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Rural to City Estate Residential, and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

GENERAL LOCATION: North of Dewey Robbins Road and East of US Highway 27

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use
South – City Estate Residential
East – Lake County Rural & City Estate Residential
West – Lake County Rural & Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural	City Estate Residential	9.26+/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development)
South – City PUD (Planned Unit Development)
East – Lake County A (Agriculture) & City PUD (Planned Unit Development)
West – Lake County A (Agriculture) & RP (Residential Professional)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:
North – Non-Agricultural Acreage
South – Pasture Improved Hay Average
East – Residential
West – Vacant Residential & Single Family

PROPOSED LAND USE: 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/21/2026.

FIRE

In reference to Case Number SSCP-25-813, SPUD-25-814

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-813, SPUD-25-814 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1

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

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

Capt. Amanda Stevens, Life Safety Services
Leesburg Fire Department
1/20/2026

ELECTRIC

This is outside of Leesburg Electric Service territory. Leesburg Electric has no objections.

Steven C. Davis
Electric Service Planner Supervisor
1/2/2026

GAS
Natural gas is available and directed per City Ordinance.

Thank you,

Brandon Smith
Natural Gas Operations Supervisor
1/5/2026

GIS/ADDRESSING
GIS has no comments.

Thank you,

Nicholas Tota
GIS Analyst
1/2/2026

BUILDING

No comments received as of 1/21/2026.

PUBLIC WORKS
Public Works has no issue with this item. Please let the developer know that wastewater modeling and water flow testing will be required if they intend to connect to City sewer and water.

V/r,
Cliff

Clifford Kelsey
Public Works Director
1/5/2026

HOUSING & REDEVELOPMENT

No comments received as of 1/21/2026.

LAKE COUNTY PUBLIC WORKS
Major comments for Dewey Robbins Road

- **Turn Lanes are required on Dewey Robbins Road at the development's proposed access.**
- **Additional right-of-way may be required for Dewey Robbins Road.**
- **A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.**

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.

- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
1/5/2026

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

October 31, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Cronin Dewey Robbins / Planned Unit Development
CASE NO.: PUD-24-285

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Dewey Robbins Road

- **Turn Lanes are required on Dewey Robbins Road at the development's proposed access.**
- **Additional right-of-way may be required for Dewey Robbins Road.**
- **A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.
- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

No comments received as of 1/21/2026.

PUBLIC RESPONSES

Approval

No comments received as of 1/21/2026.

Disapproval

4

No comment

No comments received as of 1/21/2026.

Notice of Appearance filed:

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **Matt Rayl, 1/11/2026**

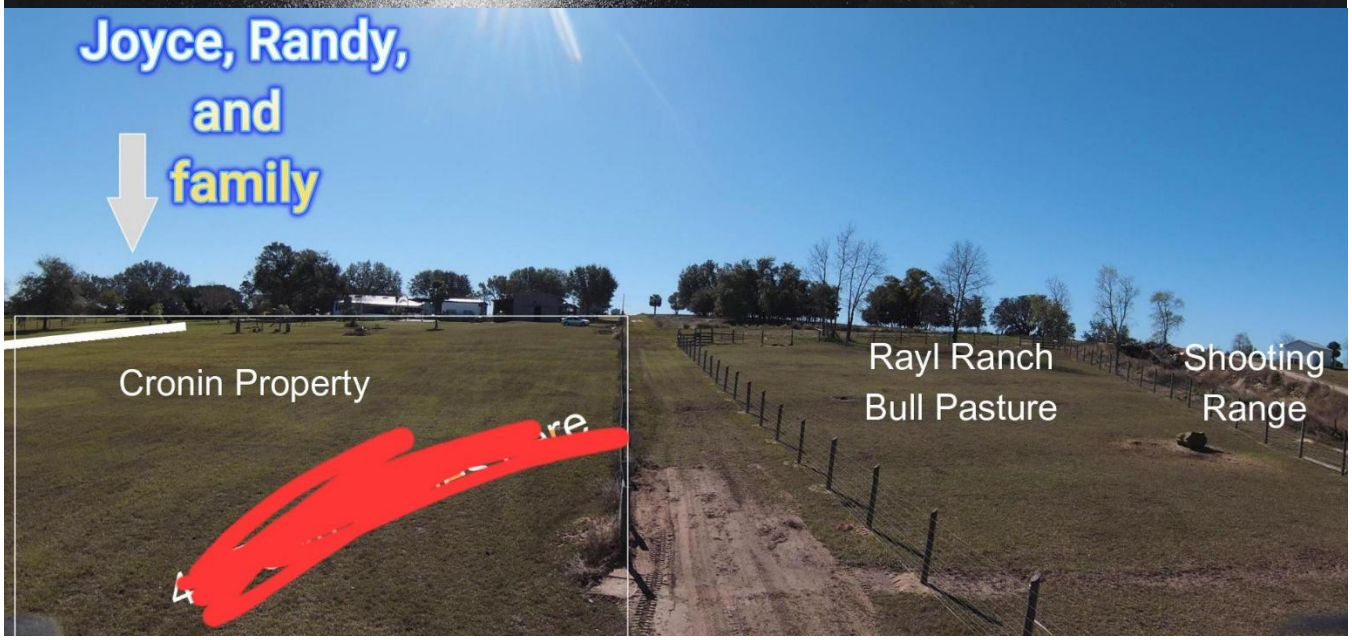
Thank you for taking the time to read this.
My name is Matt Rayl. We live at 6429 Dewey Robbins Road, next to the property that is wishing to be re-zoned to City. You may remember me from the first reading last year to try to rezone this section of land to town homes and commercial. I'm sharing a couple of pictures so you can see my concerns. To tell you a little about myself, I own a successful roofing company called Parlament Roofing. We currently do work in 18 counties and have recently moved the company to here in Leesburg. I found my wife here over 16 years ago, married her, and moved to this area 15 years ago as well; had 2 kids and adopted my in-laws. Bought 30 acres of land 6yrs ago here on Dewey Robbins. My in-laws have a small piece of the land, and we have been working on turning it into Rayl Ranch; with 19 head of miniature Zebu cows, and counting. This being said, the more houses, the merrier, for my business to thrive; however the number of homes being placed around us here on Dewey Robbins and the surrounding area is crazy enough. So, question, why would we need more than what is already in the works? I get expansion, but at some point, we all have to draw a line. I 'm hoping it is here. By leaving this small area of approximately 60 acres (all 3 adjoining estates) intact as county agricultural land, it still leaves a portion of Turkey Lake the way it was attended.
Looks like we have planned housing going in accrossed Dewey Robbins and now along 27. When is it enough?

Next to the property line of the Cronin Dewey Robbins residence, I have 19 head of cattle and are concerned about complaints of smell, liability, and also the sounds of my active Shooting Range. I have attached picture to show you the property line and placements. Please keep this land zoned agricultural.

Again, thank you for your time.

From all of us on Dewey Robbins Rd and on Turkey Lake.

PLEASE FORWARD TO: COMMISSIONERS AND LEESBURG'S MAYOR



2. Russell and Lori Brown, 1/14/2026, 1/20/2026, 1/22/2026

Hi City of Leesburg,

Please do Not allow this. 99% of residents that live on Dewey Robbins Road and Turkey Lake Rd enjoy the wildlife, peace and tranquility the county area offers.

2 commissioners were against the Hodges Reserve that you managed to ruin our road with.

When will you be happy with Leesburg?

You all don't live in our area, so please leave Dewey Robbins alone. When we first moved to Howey in the Hills, any potential changes to a property required that you inform 2 miles worth of residents near the potential property, now its 200 ft. That's really sad. WE LIVE ON DEWEY ROBBINS ROAD.

DO NOT ALLOW THIS.

Russell and Lori Brown, 1/14/2026

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DO NOT ALLOW THIS.

Russell and Lori Brown, 1/20/2026

Hi City of Leesburg,

Regarding items 3 & 4 on tomorrow's agenda (Thursday January 22nd, 2026).

Several of us are opposed to this idea. Its one thing for you to allow a subdivision (that we all were opposed to including the Cronin's) that took over approximately 150 acres, but the Cronin's land is less than 10 acres. Hodges Reserve still isn't conforming to Dewey Robbins Road, but, you shoved it down our throats even after several of us objected.

My neighbor should just sell their property, the way it is, to someone that enjoys the peace and tranquility that comes from living in a county atmosphere. They're doing this because of you (City of Leesburg) ruining our area. Literally, when will 'enough be enough' for your board? Leave the county areas alone. Leesburg is large enough, you have other issues to be dealing with.

We oppose both items 3 & 4 on Thursday January 22nd, agenda.

Russell and Lori Brown, 1/22/2026

3. Randy & Joyce Graham, 1/15/2026. Dear Planning and Zoning:

We are the property owner located on the east boundary of Mike & Kim Cronin's property referenced in the above rezoning request.

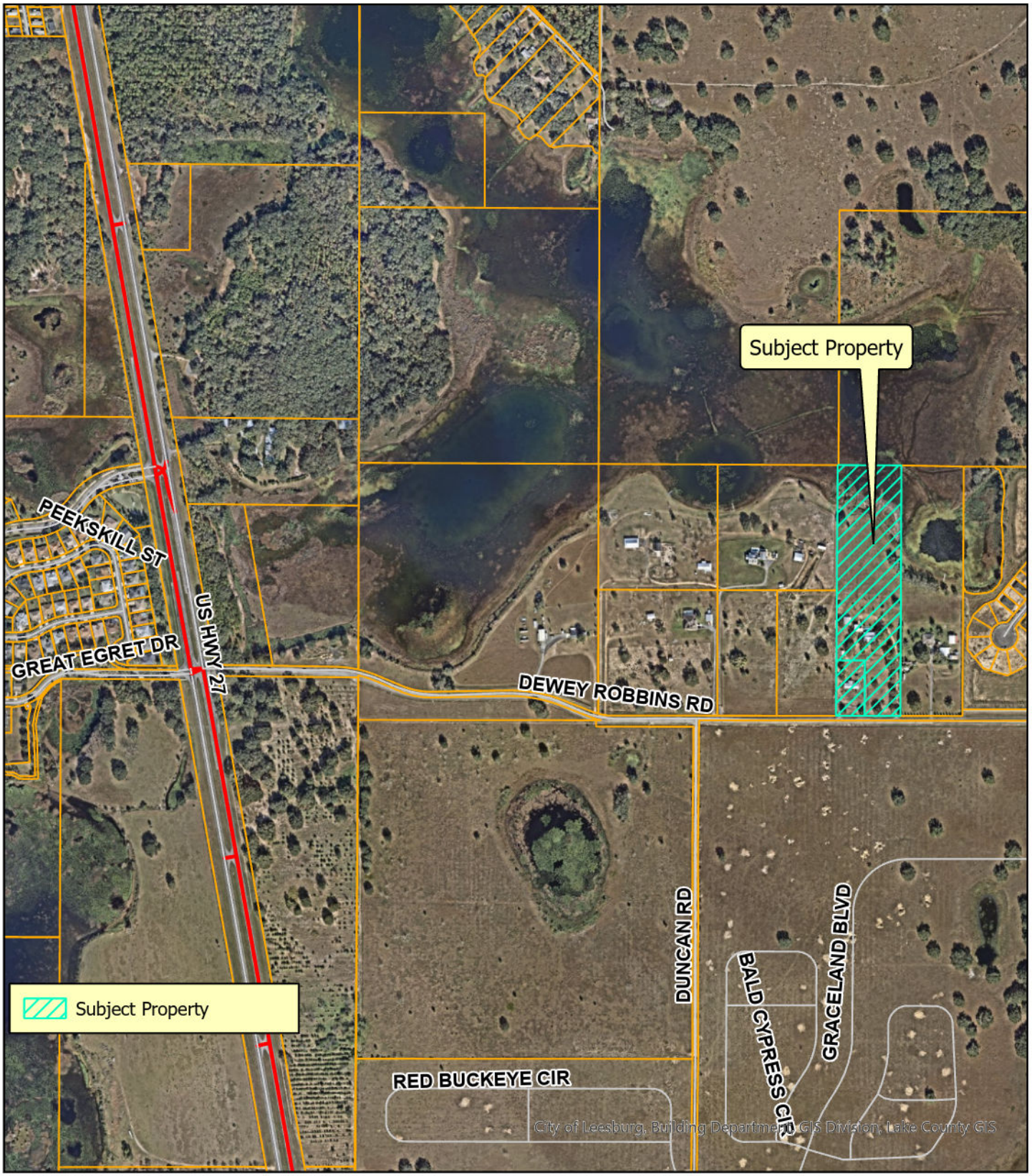
First, I would like to thank the petitioner for withdrawing the previous rezoning request in 2024 and submitting a more appropriate SPUD plan.
The only comment addresses the proposed number of homes and the lot size of those homes; There is a great need and desire for larger lots in Lake County, and ranch style homes on one-acre lots would fit the character of the surrounding area, making the transition from rural to SPUD more appropriate. Therefore, I propose that the lot size be increased to one acre per homesite.

Thank you for giving us the opportunity to voice our comments.

Sincerely,

Randy & Joyce Graham
6545 Dewey Robbins Road
Howey in the Hills, FL 34737

Extended Aerial



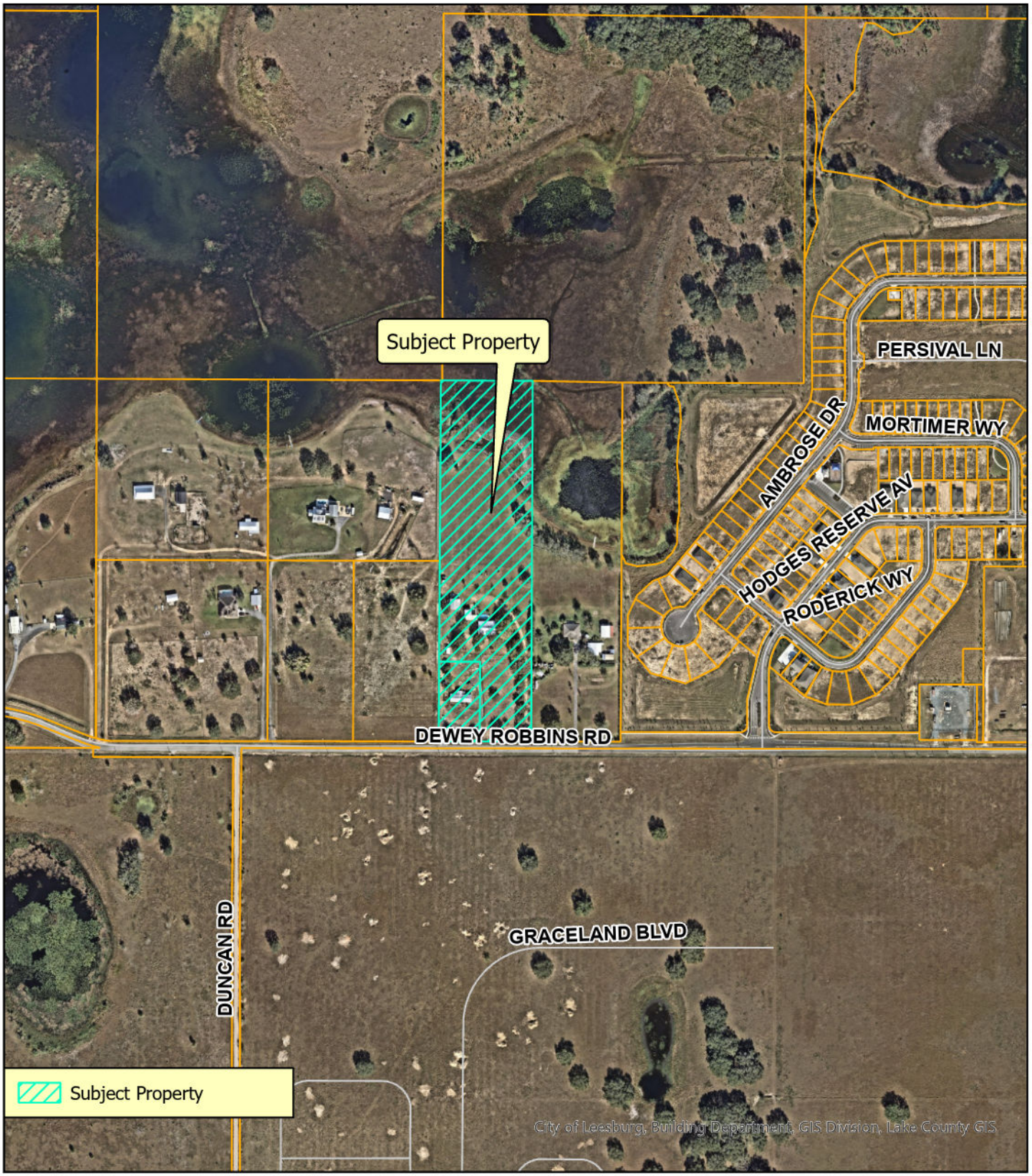
Planning & Zoning Department

N

0 313 625 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Aerial



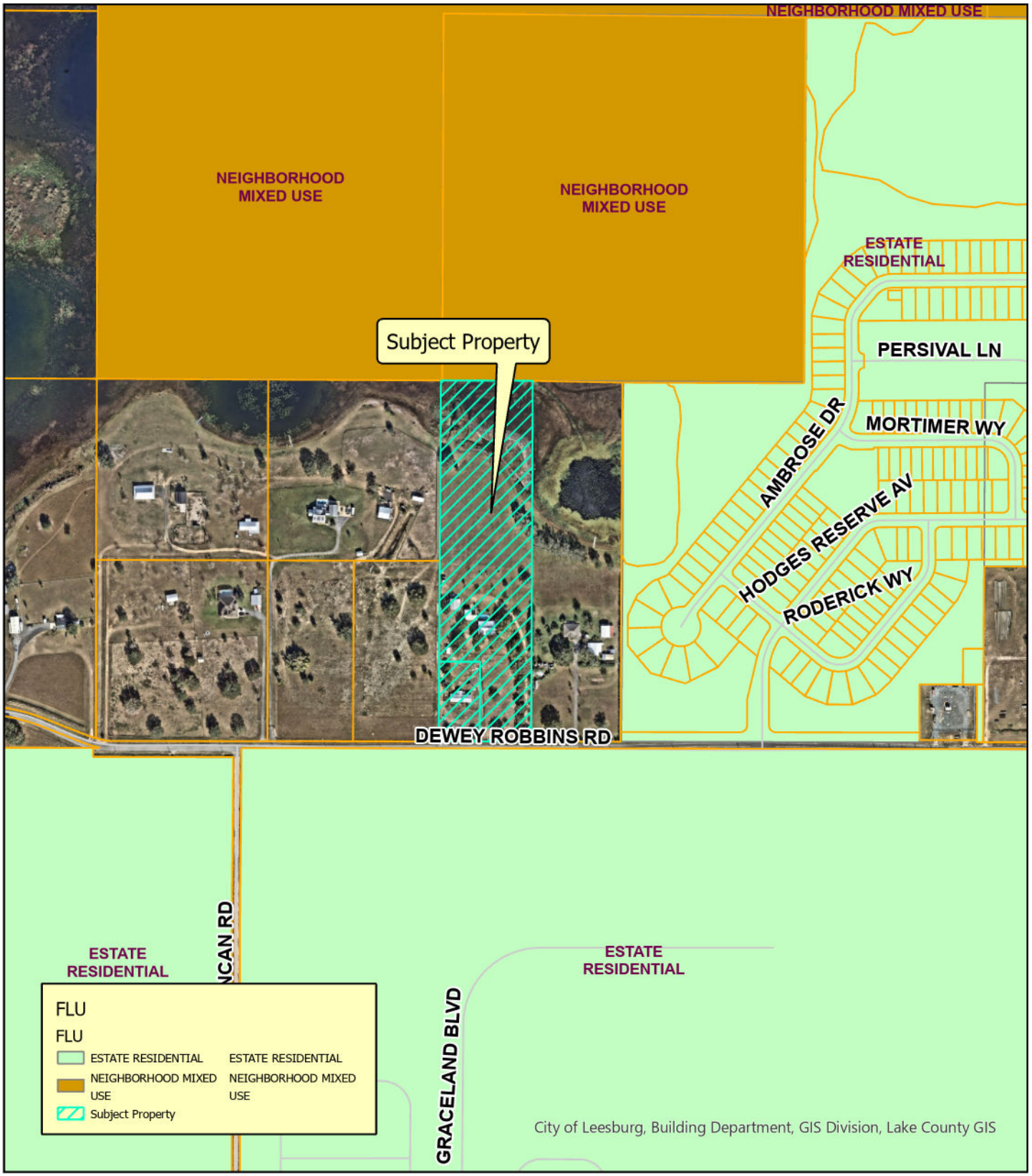
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Future Land Use



Planning & Zoning Department

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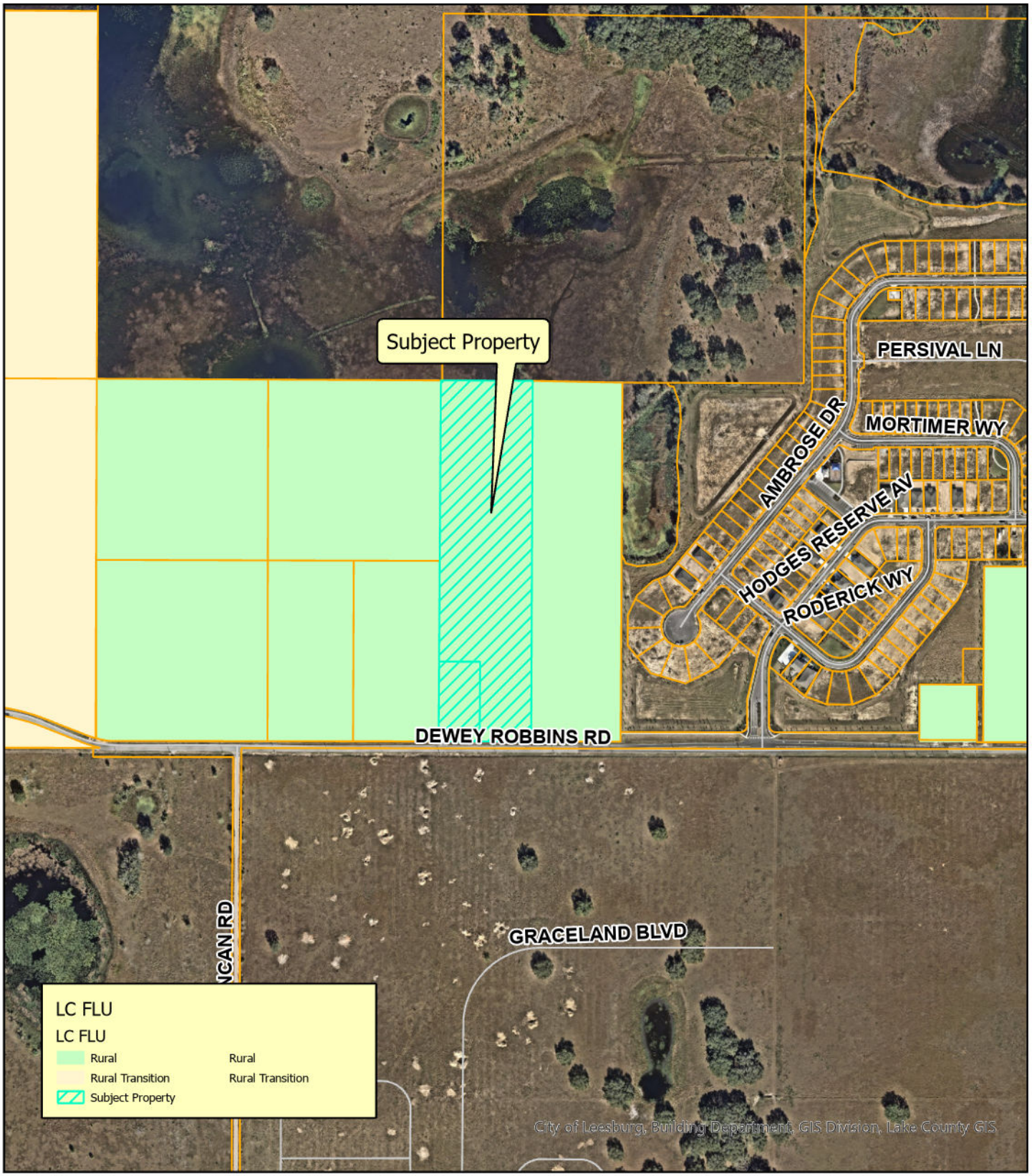
0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Lake County Future Land Use



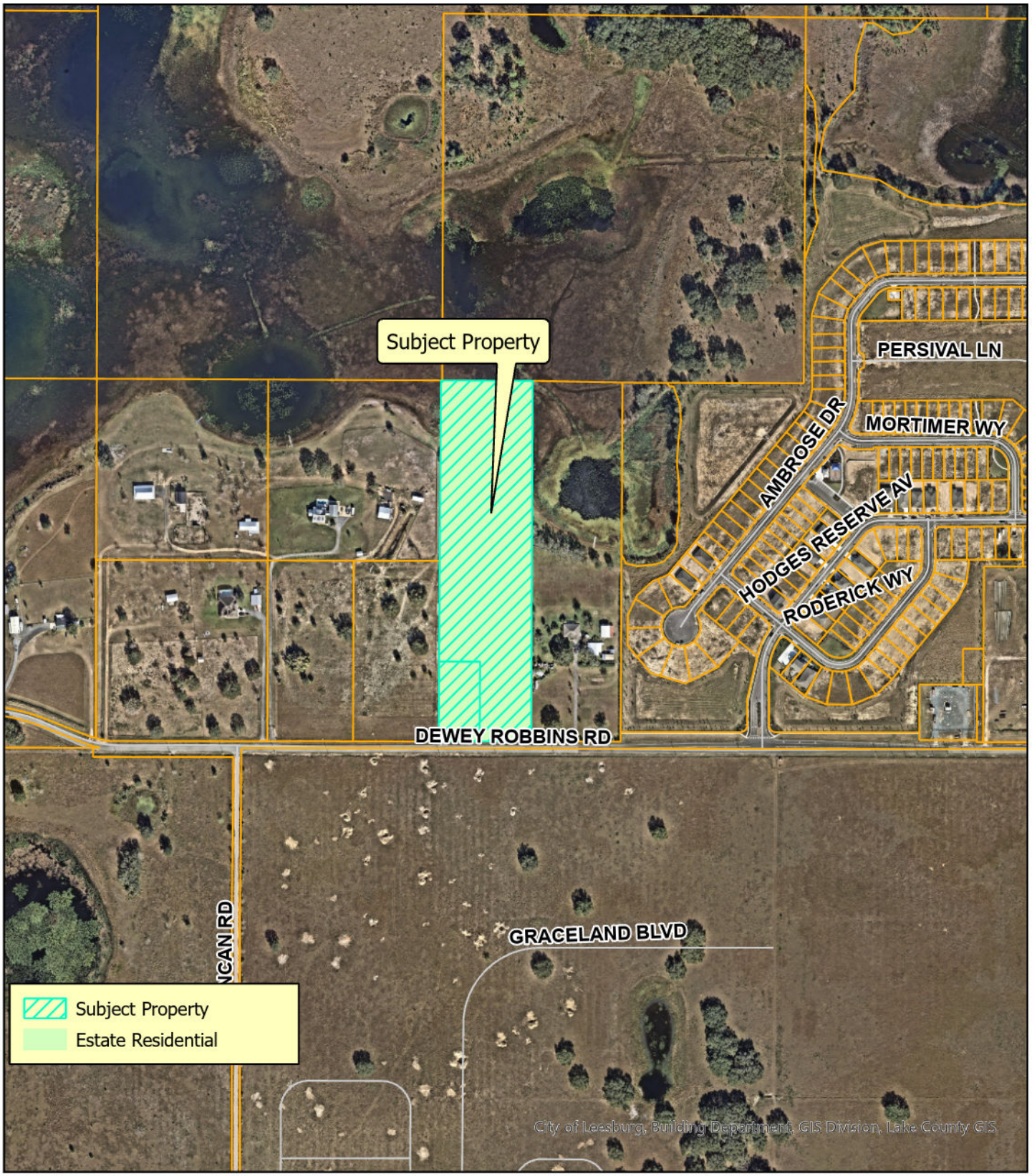
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Proposed Future Land Use



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

NOTICE OF PUBLIC HEARING

SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # SSCP-25-813) from Michael Rankin, Land Planning Group, Petitioner, for a small-scale comprehensive plan map amendment as described below.

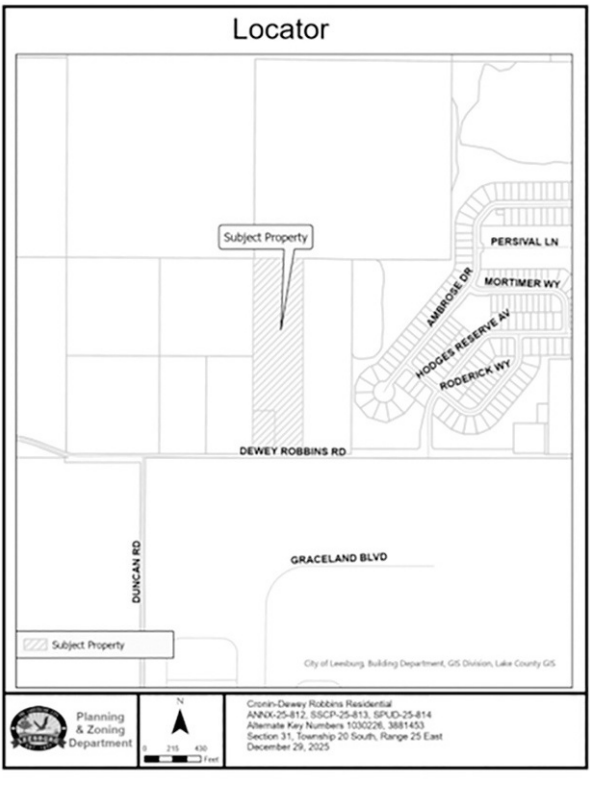
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 9.26 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF US HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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 purposes 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.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: February 23, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 9.26 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for single-family residential uses for a property generally located north of Dewey Robbins Road and east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins Residential SPUD)

Staff Recommendation:
Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 26 single-family detached residences. The Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Analysis:
The project site is approximately 9.26 +/- acres, and is generally located north of Dewey Robbins Road and east of U.S. Highway 27 as shown on the attached maps. At this time, the property is developed with an existing single-family residence. The proposal will allow for 26 single-family detached residences. The existing land uses surrounding the property are Non-Agricultural Acreage, Pasture Improved Hay Average, Residential, and Vacant Residential. City of Leesburg utilities are available nearby.

At the public hearing held on January 22, 2026, the Planning Commission recommended denial, 4-2, citing concerns of preserving rural character.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
New development on this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 9.26 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF U.S. HIGHWAY 27, LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CRONIN-DEWEY ROBBINS RESIDENTIAL SPUD)

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

Section 1.

Based upon the petition of Michael J Cronin and Kim R Cronin, petitioners of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Cronin-Dewey Robbins
ANNX-25-812; SSCP-25-813; SPUD-25-814

Legal Description

Alternate Key:

1030226, 3881453

W 1/4 OF SW 1/4 OF SE 1/4--LESS S 25 FT FOR RD R/W & LESS FROMSW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINE OF SW1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OF DEWEYROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEY ROBBINS RD, N89-30-31 W ALONG SAID N R/W LINE 150 FT TO POB-- ORB 1724 PG1392

FROM SW COR OF SW 1/4 OF SE 1/4 RUN N 0-41-15 E ALONG W LINEOF SW 1/4 OF SE 1/4 A DIST OF 25 FT TO A POINT ON N R/W LINE OFDEWEY ROBBINS RD FOR POB, CONT N 0-41-15 E 290.40 FT, S 89-30-31 E 150 FT, S 0-41-15 W 290.40 FT TO N R/W LINE OF DEWEYROBBINS RD, N 89-30-31 W ALONG SAID N R/W LINE 150 FT TO POBORB 1724 PG 1392

Case #SPUD 25-814
Prev. Case #SPUD-24-284 **EXHIBIT A**

CRONIN-DEWEY ROBBINS
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
City of Leesburg, Florida
January 22, 2026

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Michael J. Cronin and Kim R. Cronin, 6531 Dewey Robbins Road, Howey in the Hills, FL 34737, as "Permittee" (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent),** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 26 detached single-family residential units on property adjacent to Dewey Robbins, on approximately 9.94 +/- acres, generally located north of Dewey Robbins Road, east of US Highway 27, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Michael J. Cronin and Kim R. Cronin, 6531 Dewey Robbins Road, Howey in the Hills, FL 34737, as "Permittee" (Michael Rankin, LPG Urban and Regional Planners, 1162 Camp Ave, Mount Dora, FL 32757, Agent),** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 9.94 acres, shall be used for detached single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Residential Uses
   1) Detached single-family residential units

B. Location of all permitted uses shall be substantially with the intent of the conceptual site plan shown in **Exhibit C.**

C. Prohibited Uses
   1) Duplex/Triplex uses.
   2) Multi-family units (apartments).
   3) Commercial or Industrial uses
   4) Any other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

D. Accessory Uses
   1) Accessory structures
   2) Recreational Uses (Playgrounds/Trails/Dog Park/Fields/Ball courts i.e. volleyball/basketball etc.)
   3) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
   4) Temporary modular sales center office (during construction and sales of new units) and construction offices, not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

E. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 26 detached single-family residential units, at a gross density not to exceed 2.61 units per acre on the approximately 9.94-acre site, as shown on **Exhibit C, Conceptual Site Plan**.

B. All residential lots shall be minimum of 50-foot wide, and meet all minimum development standards of the R-1 (Low Density Residential) zoning district, per

City of Leesburg Code of Ordinances, Chapter 25, Section 25-280, Table 4-2, except as modified by this agreement.

C. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be as follows:

1. For all residential lots
   a. Minimum living area (under roof): 1,700 square feet.
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet, including closet.
   c. Maximum building height: 2 stories, or 35-feet
   d. Minimum lot size shall be 5,000 square feet.
   e. Minimum width: 50 feet;
   f. Minimum depth 100 feet
   g. Minimum building setbacks:
      Front – 25 feet;
      Rear – 18 feet;
      Side (between buildings) – 10 feet;
      Side (street) – 15 feet.

2. For all structures:
   a. Each dwelling unit shall have a minimum two off-street parking spaces.
   b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
   c. Accessory structures shall have a minimum rear and side setback of 5-feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   d. Solid roof structures attached to the residence must meet the required rear setback as noted above.
   e. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the buildings. Designs may vary throughout the development.

1) Dormers
2) Gables
3) Recessed or raised entries
4) Covered porch entries

5) Cupolas
6) Pillars or decorative posts
7) Bay window (minimum 12-inch projections)
8) Eaves (minimum 6-inch projections)
9) Front windows with arched glass tops and minimum 4-inch trim.
10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12) Stone accents
13) Shutters
14) Board and batten siding
15) Hardy board siding
16) Raised banding
17) Craftsman style garage doors

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

1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).

3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

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

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

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

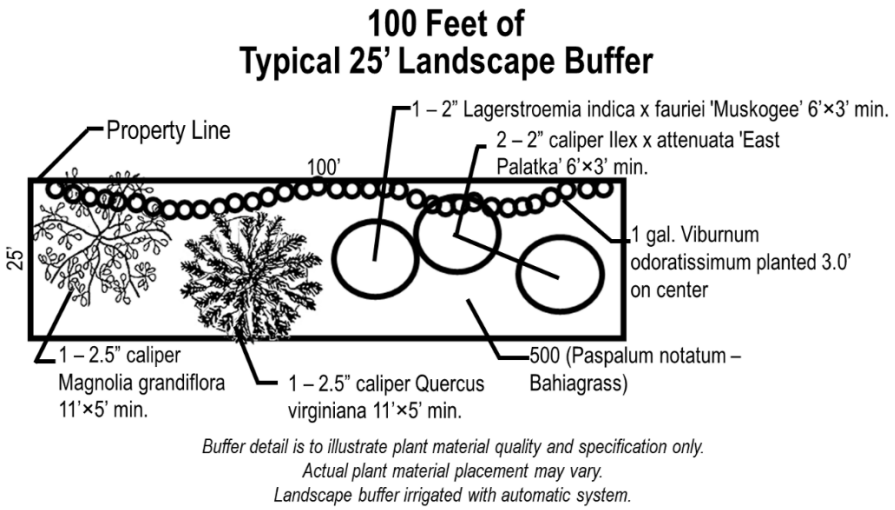
D. A six (6) foot high privacy fence shall be provided on the east and west sides of the property. A four (4) foot split rail fence shall be provided adjacent to Dewey Robbins Road. The samples shown in **Figures 1 & 2** on **Exhibit F, Acceptable Fence Samples** shall be considered to meet these fencing requirements. Variations to the fencing requirements of the code may be approved by the Planning & Zoning Director or designee, as long as the intent of the SPUD is maintained. The split- rail fence shall be installed at a minimum height of four (4) feet. All fences located on common property shall be maintained by the Property Owners or Homeowners Association

E. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



Buffer detail is to illustrate plant material quality and specification only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system.

F. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

G. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

H. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

I. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

A. The access location(s) depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the road(s) shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

1) The primary vehicular access to the development shall be constructed as a divided boulevard type entrance.
2) The main divided boulevard type vehicular access shall be at Dewey Robbins Road, under Lake County Access requirements.
3) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
4) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
5) The Master Development Plan, and the access point(s) proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

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

D. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Planning & Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City

staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

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

9. UTILITIES

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

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the

use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure, such as lift stations for the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

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

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

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.

D. The existing 100-year flood plain shown shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a

suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

1. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.

2. There are currently FEMA flood zones located on the property. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. <u>IRRIGATION & WATER USE</u>

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

C. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this (Small) Planned Unit Development Agreement.

13. <u>RECREATIONAL REQUIREMENTS</u>

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (5,200 square feet).

B. Recreational requirements shall include at least one primary common area, such as a park area with children's playground, exercise equipment, a cabana and dedicated parking, as shown on **Conceptual Site Plan, Exhibit C.**

   a. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first fifteen (15) attached single-family residential units.

C. Retention areas required by the design of the subdivision may be designed as dry retention areas, which may be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C.** Wet retention areas shall have a fountain or spray feature to enhance aesthetics and keep the retained water from stagnating.

a. Any trails within the development, including within the 25' exterior buffer shall be constructed to comply with ADA standards where required by law. Trails that are not required to meet ADA standards, such as natural or passive trails, shall be constructed to the extent feasible to ensure safety and accessibility, but full ADA compliance is not mandatory unless otherwise specified by Federal Regulations.

D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. MAINTENANCE

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

15. DEVELOPMENT PHASING & IMPLEMENTATION

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

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the SPUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1) Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such

facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

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

3) Ability to Provide Services

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

EXHIBIT B **LEGAL DESCRIPTION**

THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**

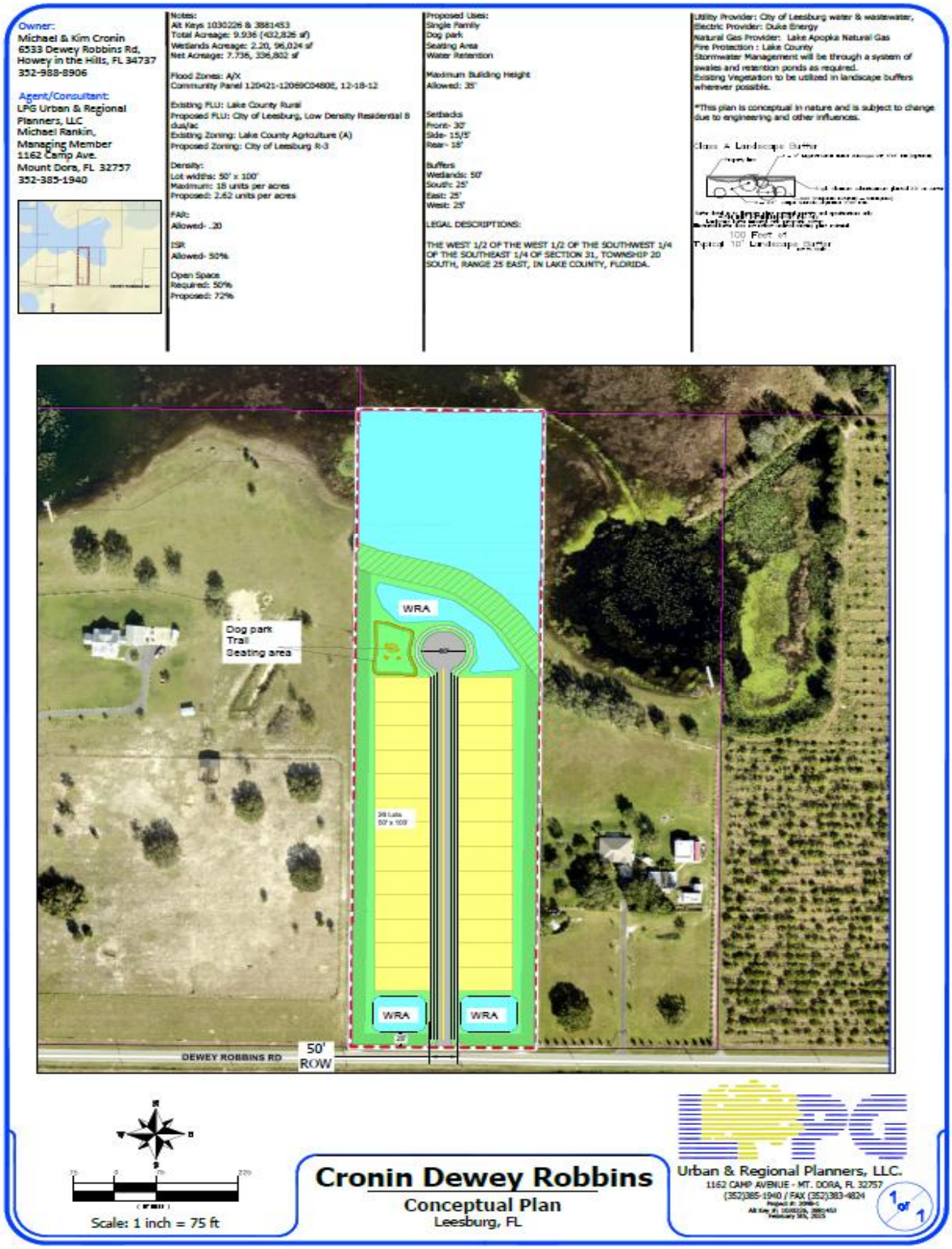


EXHIBIT D **CONCEPTUAL ELEVATIONS**

Examples of Acceptable / Unacceptable Lighting Fixtures

EXHIBIT F **ACCEPTABLE FENCE SAMPLES**

Figure 1 – Opaque vinyl fence option
Example Source Courtesy of Bespoke Fence & Shoreline Vinyl
https://bespokefence.com/products/vinyl-fences/; https://shorelinevinyl.com/fencing-styles/caroline/

Figure 2 – Split-rail fence option
Example Source Courtesy of Superior Outdoor Products & Peerless Fence
https://superiorplasticproducts.com/3-rail-vinyl-fence; https://www.peerlessfence.com/residential/products/wood/post-rail

Figure 3 - Aluminum rail fence option
Example Source Courtesy of Vinyl Fence.com
https://www.buydirectvinylfence.com/5-tall-flat-top-3-rail-aluminum-fence.html

EXHIBIT G **DIVIDED BOULEVARD EXAMPLE AND PLANTINGS**

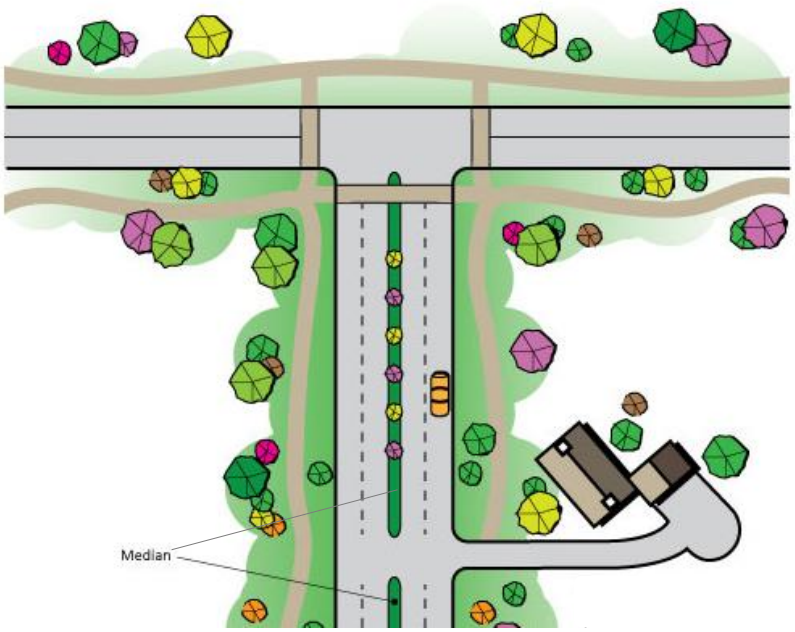


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/

Figure 3 – Planted Divided Boulevard
Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

IN WITNESS WHEREOF, Owner has signed this Agreement.

WITNESSES: **OWNER:**

_____ _____
Signature Signature

_____ _____
Type or print name of witness Type or print name of party

_____ _____
Signature Signature

_____ _____
Type or print name of witness Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___,
By _____.
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____.

_____
Notary Signature

_____
Notary Seal **Notary Printed Name**

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: January 22, 2026
OWNER: Michael J Cronin and Kim R Cronin
PETITIONER: Michael Rankin
PROJECT: Cronin-Dewey Robbins Residential
REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

GENERAL LOCATION: North of Dewey Robbins Road and East of US Highway 27

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Neighborhood Mixed Use
South – City Estate Residential
East – Lake County Rural & City Estate Residential
West – Lake County Rural & Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural	City Estate Residential	9.26+/-

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – City PUD (Planned Unit Development)
South – City PUD (Planned Unit Development)
East – Lake County A (Agriculture) & City PUD (Planned Unit Development)
West – Lake County A (Agriculture) & RP (Residential Professional)

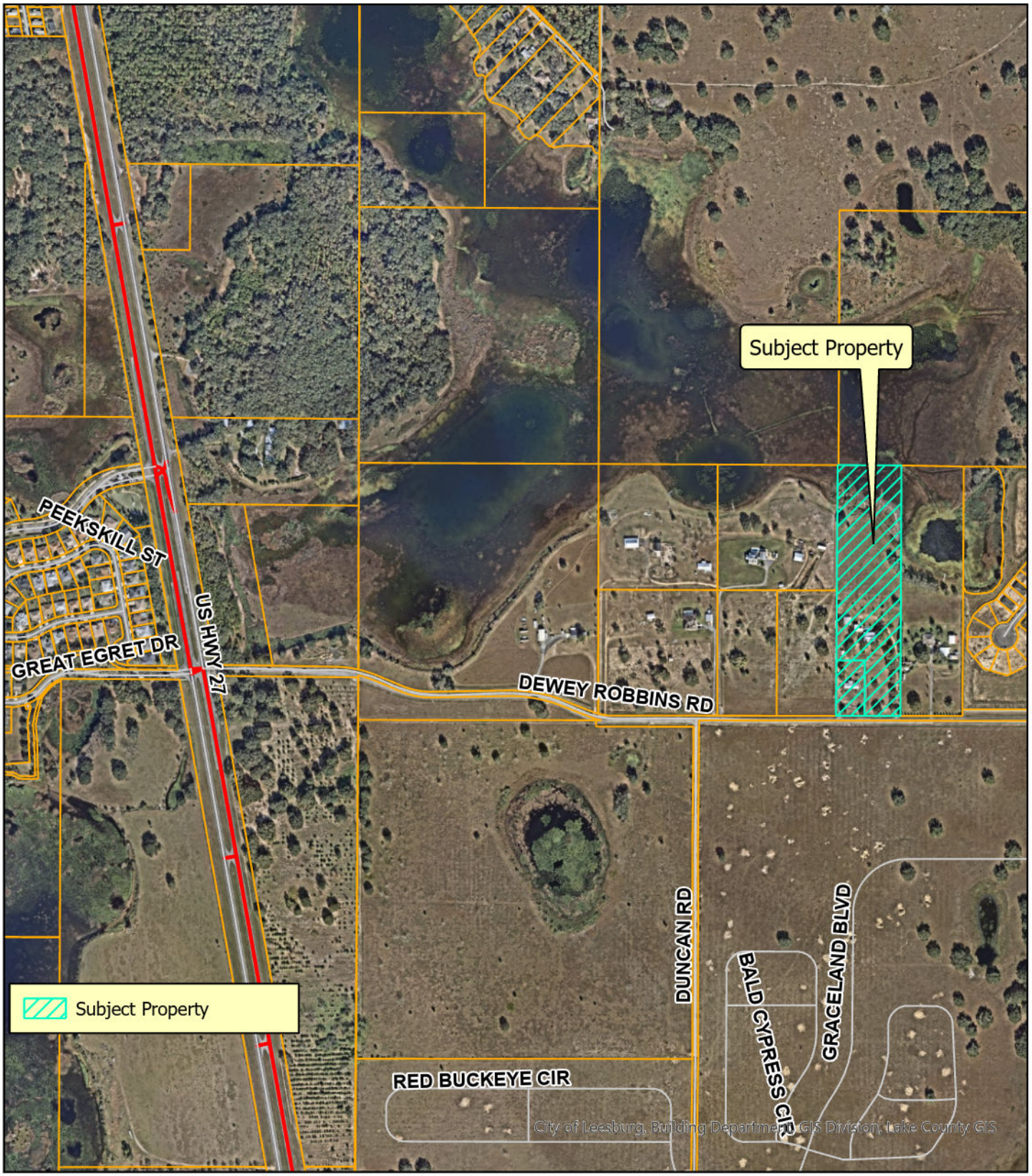
PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Residential

SURROUNDING LAND USE:
North – Non-Agricultural Acreage
South – Pasture Improved Hay Average
East – Residential
West – Vacant Residential & Single Family

PROPOSED LAND USE: 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.

Extended Aerial



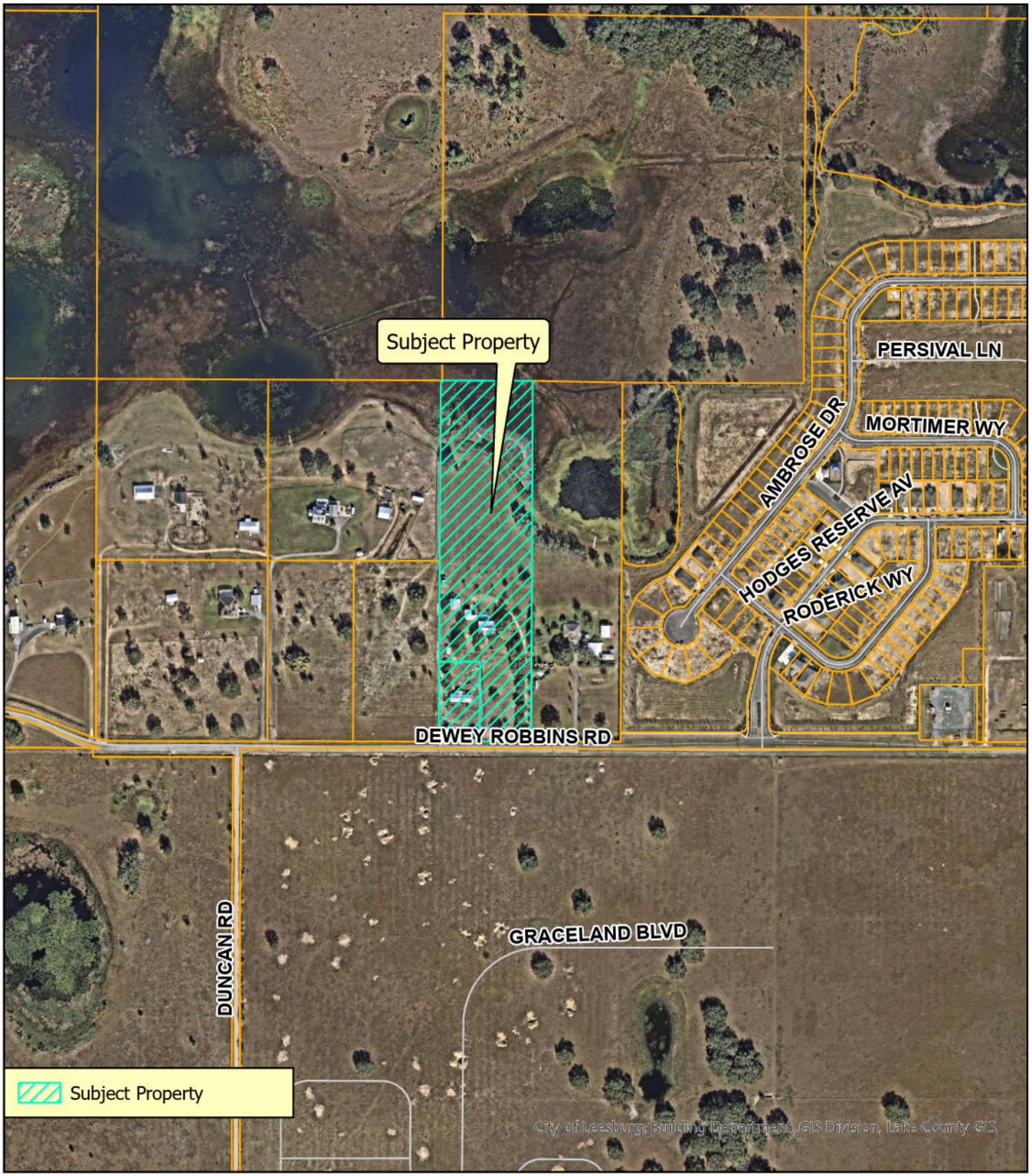
Planning & Zoning Department

N

0 313 625 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Aerial



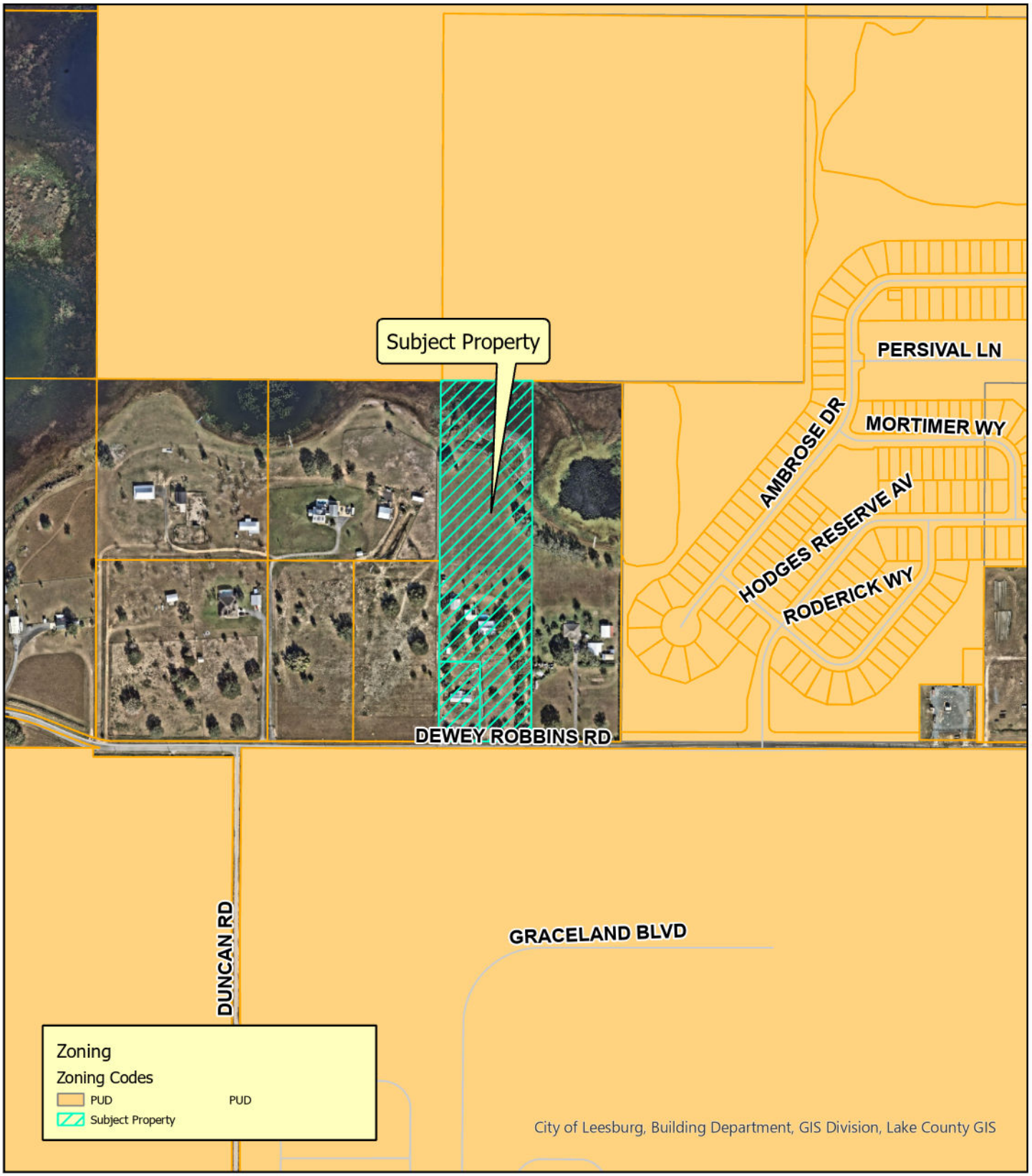
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Zoning



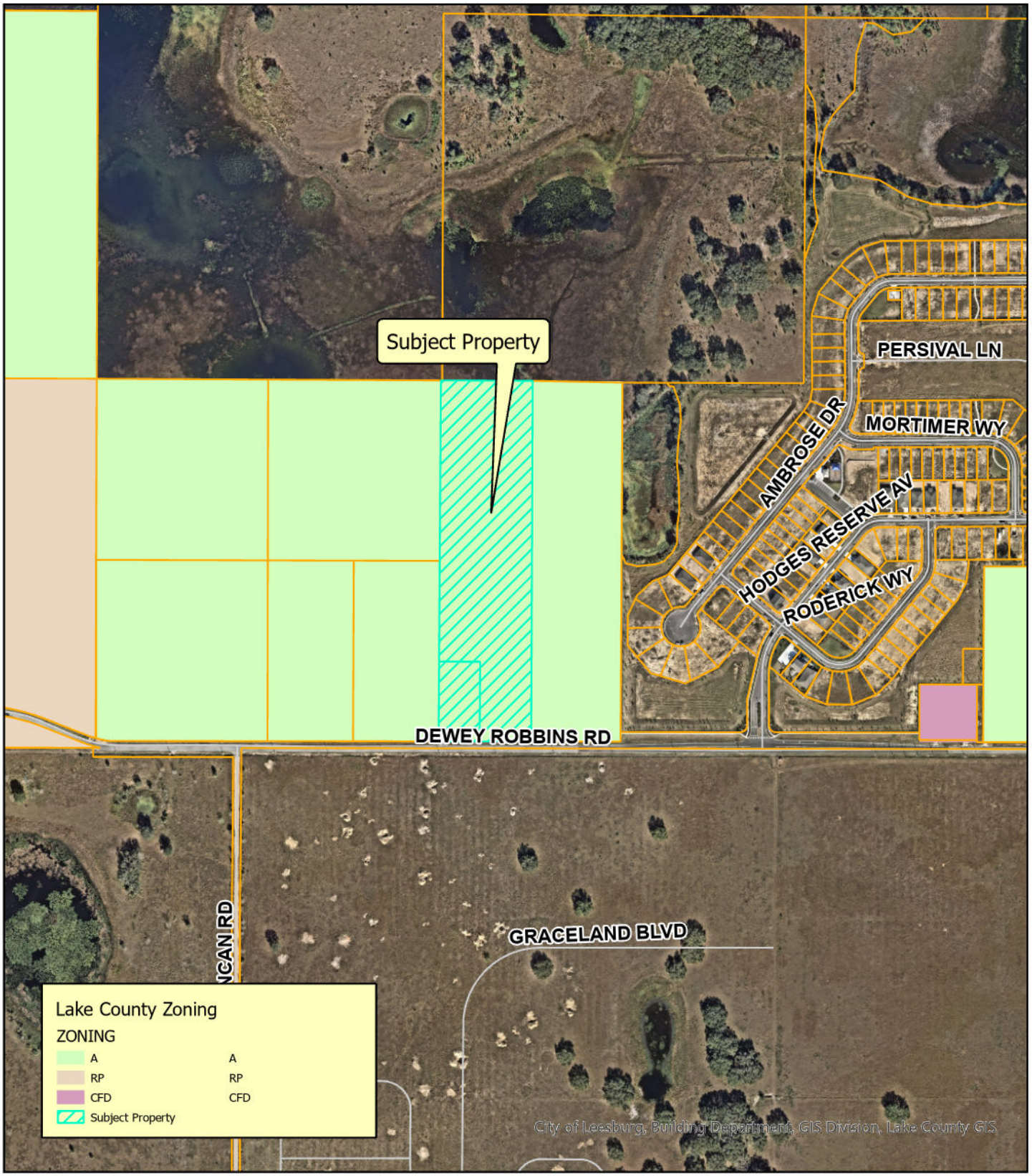
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Lake County Zoning



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Proposed Zoning

Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Developments

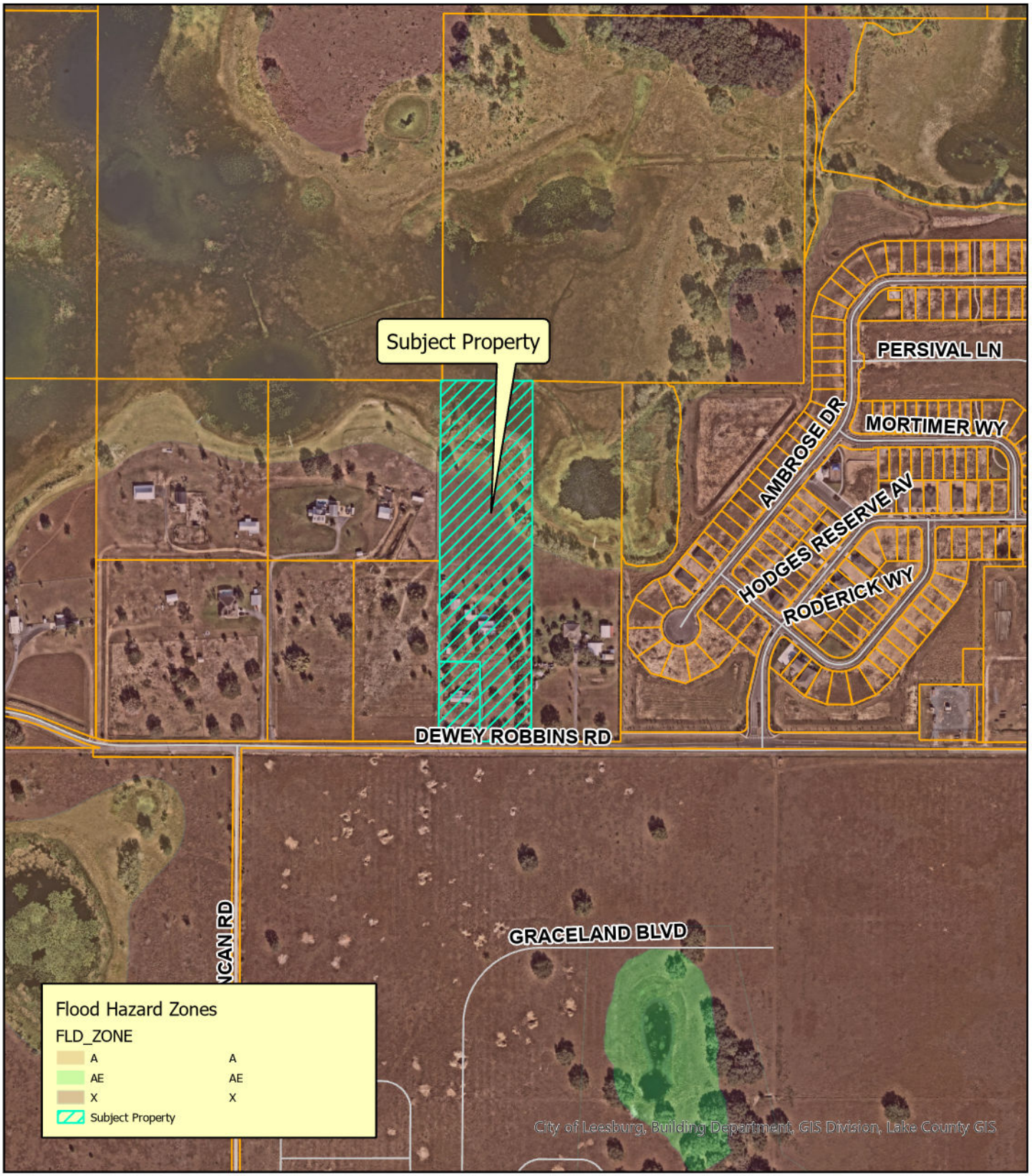
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Flood Zone



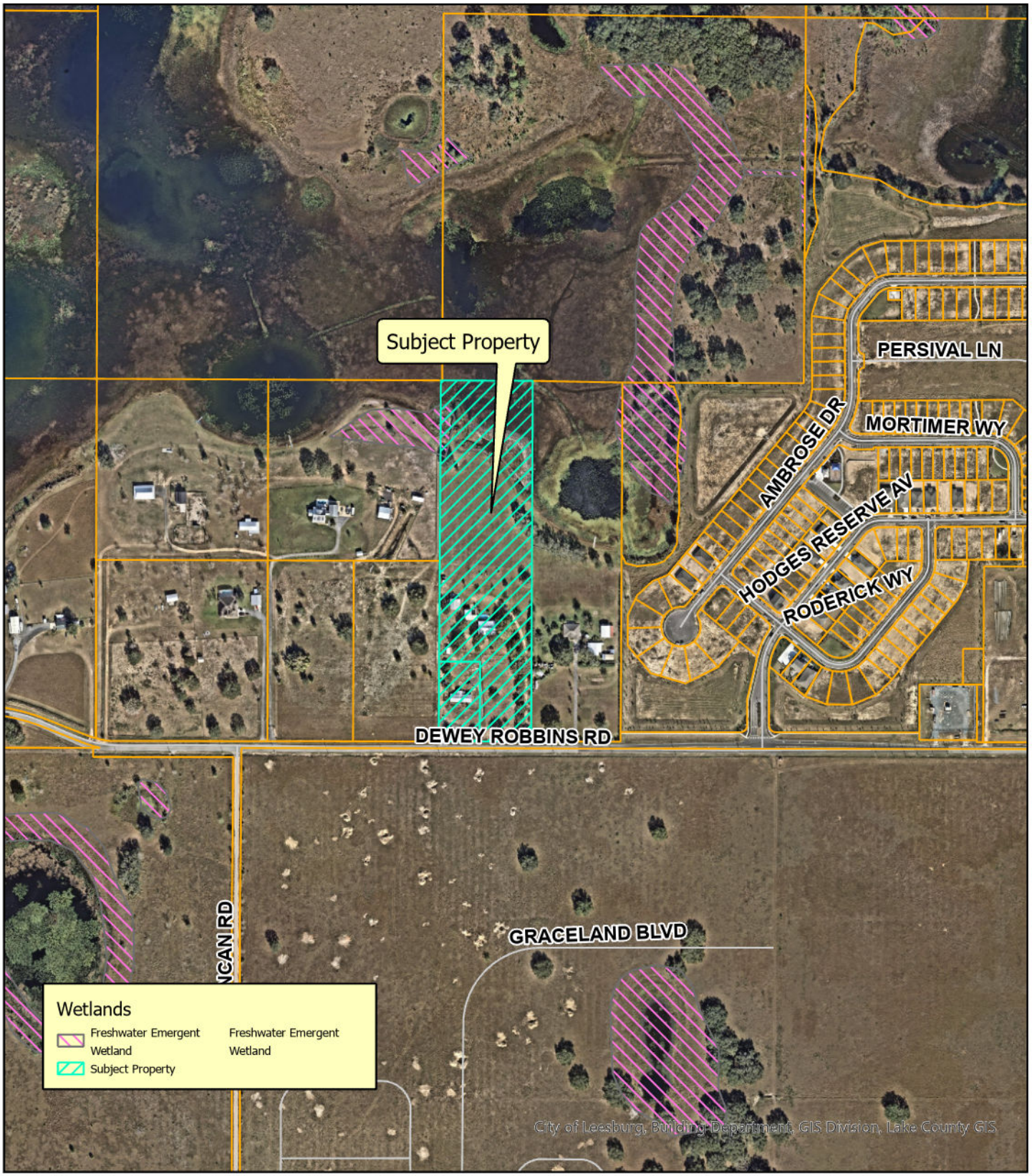
Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

Wetlands



Planning & Zoning Department

N

0 215 430 Feet

Cronin-Dewey Robbins Residential
ANNX-25-812, SSCP-25-813, SPUD-25-814
Alternate Key Numbers 1030226, 3881453
Section 31, Township 20 South, Range 25 East
December 29, 2025

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

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REQUEST: Small Scale Comprehensive Plan to City Estate Residential and rezoning to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots measuring 50' x 100' and associated amenities.
CASE NO.: *(ANNX-25-812)*, SSCP-25-813, SPUD-25-814

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/21/2026.

FIRE

In reference to Case Number SSCP-25-813, SPUD-25-814

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-813, SPUD-25-814 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1

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

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

Capt. Amanda Stevens, Life Safety Services
Leesburg Fire Department
1/20/2026

ELECTRIC

This is outside of Leesburg Electric Service territory. Leesburg Electric has no objections.

Steven C. Davis
Electric Service Planner Supervisor
1/2/2026

GAS
Natural gas is available and directed per City Ordinance.

Thank you,

Brandon Smith
Natural Gas Operations Supervisor
1/5/2026

GIS/ADDRESSING
GIS has no comments.

Thank you,

Nicholas Tota
GIS Analyst
1/2/2026

BUILDING

No comments received as of 1/21/2026.

PUBLIC WORKS
Public Works has no issue with this item. Please let the developer know that wastewater modeling and water flow testing will be required if they intend to connect to City sewer and water.

V/r,
Cliff

Clifford Kelsey
Public Works Director
1/5/2026

HOUSING & REDEVELOPMENT

No comments received as of 1/21/2026.

LAKE COUNTY PUBLIC WORKS
Major comments for Dewey Robbins Road

- **Turn Lanes are required on Dewey Robbins Road at the development's proposed access.**
- **Additional right-of-way may be required for Dewey Robbins Road.**
- **A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.**

Lake County Department of Public Works recommended requirements for the Cronin Dewey Robbins PUD impacts to roadways and drainage systems:

Dewey Robbins Road:

- Access off Dewey Robbins Road will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on Dewey Robbins Road at the proposed entrances to this development will be required.
- A sidewalk along Dewey Robbins Road frontage will be required to meet City of Leesburg and Lake County requirements.
- Additional right-of-way for Dewey Robbins Road may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Dewey Robbins Road is defined with a functional road classification of 'collector rural' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.

- The TIS is highly recommended to be provided for review by Lake-Sumter MPO and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to Dewey Robbins Road.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
1/5/2026

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

October 31, 2024

Max VanAllen
Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Cronin Dewey Robbins / Planned Unit Development
CASE NO.: PUD-24-285

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Dewey Robbins Road

- **Turn Lanes are required on Dewey Robbins Road at the development's proposed access.**
- **Additional right-of-way may be required for Dewey Robbins Road.**
- **A traffic impact study is recommended to be provided and reviewed prior to the PUD hearing.**

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

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Dewey Robbins Road:

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Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the Lake-Sumter MPO and Lake County Public Works Department. The TIA will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.
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Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

LAKE COUNTY SCHOOLS

No comments received as of 1/21/2026.

PUBLIC RESPONSES

Approval

No comments received as of 1/21/2026.

Disapproval

4

No comment

No comments received as of 1/21/2026.

Notice of Appearance filed:

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 1/21/2026.

PUBLIC COMMENTS (DISAPPROVAL)

1. **Matt Rayl, 1/11/2026**

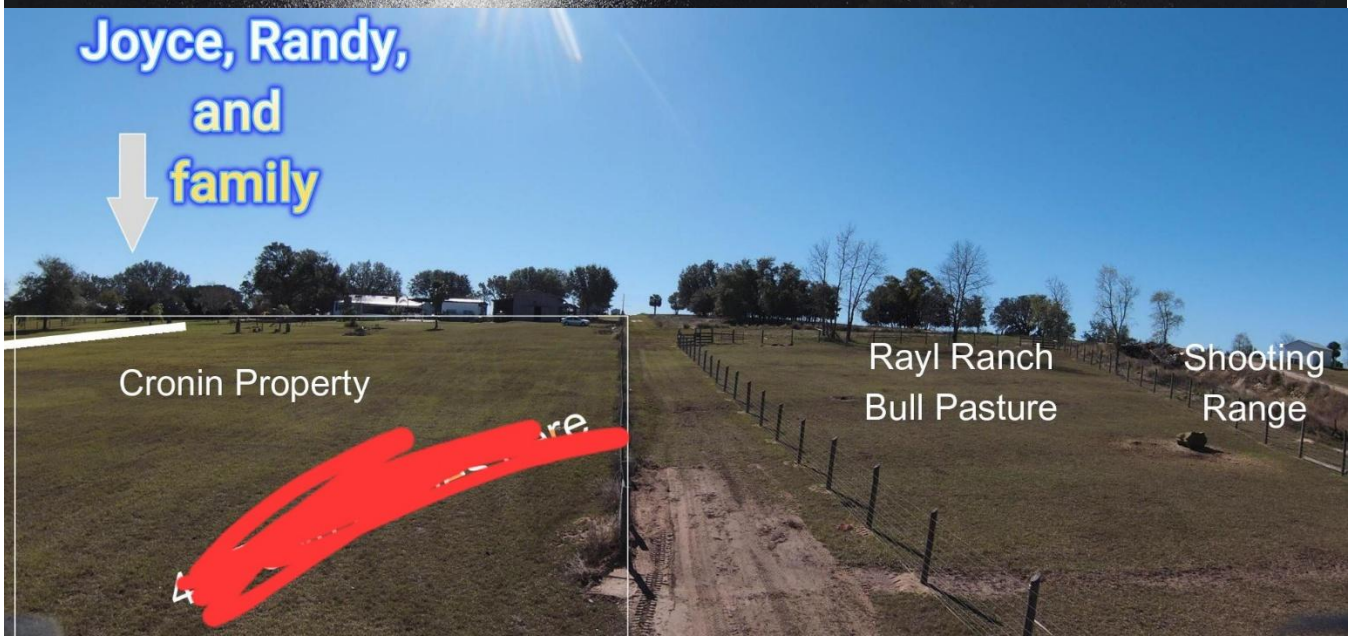
Thank you for taking the time to read this.
My name is Matt Rayl. We live at 6429 Dewey Robbins Road, next to the property that is wishing to be re-zoned to City. You may remember me from the first reading last year to try to rezone this section of land to town homes and commercial. I'm sharing a couple of pictures so you can see my concerns. To tell you a little about myself, I own a successful roofing company called Parlament Roofing. We currently do work in 18 counties and have recently moved the company to here in Leesburg. I found my wife here over 16 years ago, married her, and moved to this area 15 years ago as well; had 2 kids and adopted my in-laws. Bought 30 acres of land 6yrs ago here on Dewey Robbins. My in-laws have a small piece of the land, and we have been working on turning it into Rayl Ranch; with 19 head of miniature Zebu cows, and counting. This being said, the more houses, the merrier, for my business to thrive; however the number of homes being placed around us here on Dewey Robbins and the surrounding area is crazy enough. So, question, why would we need more than what is already in the works? I get expansion, but at some point, we all have to draw a line. I 'm hoping it is here. By leaving this small area of approximately 60 acres (all 3 adjoining estates) intact as county agricultural land, it still leaves a portion of Turkey Lake the way it was attended.
Looks like we have planned housing going in accrossed Dewey Robbins and now along 27. When is it enough?

Next to the property line of the Cronin Dewey Robbins residence, I have 19 head of cattle and are concerned about complaints of smell, liability, and also the sounds of my active Shooting Range. I have attached picture to show you the property line and placements. Please keep this land zoned agricultural.

Again, thank you for your time.

From all of us on Dewey Robbins Rd and on Turkey Lake.

PLEASE FORWARD TO: COMMISSIONERS AND LEESBURG'S MAYOR



2. Russell and Lori Brown, 1/14/2026, 1/20/2026, 1/22/2026

Hi City of Leesburg,

Please do Not allow this. 99% of residents that live on Dewey Robbins Road and Turkey Lake Rd enjoy the wildlife, peace and tranquility the county area offers.

2 commissioners were against the Hodges Reserve that you managed to ruin our road with.

When will you be happy with Leesburg?

You all don't live in our area, so please leave Dewey Robbins alone. When we first moved to Howey in the Hills, any potential changes to a property required that you inform 2 miles worth of residents near the potential property, now its 200 ft. That's really sad. WE LIVE ON DEWEY ROBBINS ROAD.

DO NOT ALLOW THIS.

Russell and Lori Brown, 1/14/2026

Hi City of Leesburg,

Please do Not allow this. 99% of residents that live on Dewey Robbins Road and Turkey Lake Rd enjoy the wildlife, peace and tranquility the county area offers.

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DO NOT ALLOW THIS.

Russell and Lori Brown, 1/20/2026

Hi City of Leesburg,

Regarding items 3 & 4 on tomorrow's agenda (Thursday January 22nd, 2026).

Several of us are opposed to this idea. Its one thing for you to allow a subdivision (that we all were opposed to including the Cronin's) that took over approximately 150 acres, but the Cronin's land is less than 10 acres. Hodges Reserve still isn't conforming to Dewey Robbins Road, but, you shoved it down our throats even after several of us objected.

My neighbor should just sell their property, the way it is, to someone that enjoys the peace and tranquility that comes from living in a county atmosphere. They're doing this because of you (City of Leesburg) ruining our area. Literally, when will 'enough be enough' for your board? Leave the county areas alone. Leesburg is large enough, you have other issues to be dealing with.

We oppose both items 3 & 4 on Thursday January 22nd, agenda.

Russell and Lori Brown, 1/22/2026

3. Randy & Joyce Graham, 1/15/2026. Dear Planning and Zoning:

We are the property owner located on the east boundary of Mike & Kim Cronin's property referenced in the above rezoning request.

First, I would like to thank the petitioner for withdrawing the previous rezoning request in 2024 and submitting a more appropriate SPUD plan.
The only comment addresses the proposed number of homes and the lot size of those homes; There is a great need and desire for larger lots in Lake County, and ranch style homes on one-acre lots would fit the character of the surrounding area, making the transition from rural to SPUD more appropriate. Therefore, I propose that the lot size be increased to one acre per homesite.

Thank you for giving us the opportunity to voice our comments.

Sincerely,

Randy & Joyce Graham
6545 Dewey Robbins Road
Howey in the Hills, FL 34737

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	January 22, 2026
OWNER:	Michael J Cronin and Kim R Cronin
PETITIONER:	Michael Rankin
PROJECT:	Cronin-Dewey Robbins Residential
REQUEST:	Rezoning from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development) for 26 Single Family Detached Lots and associated amenities.
CASE NO.:	SPUD-25-814

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture), RP (Residential Professional); and City PUD (Planned Unit Development).

2. The proposed zoning, as conditioned, is compatible with the proposed future land use designation amendment to City Estate Residential, and the current surrounding Future Land Use designations.

3. The proposed use is compatible with existing City of Leesburg approved developments along Dewey Robbins Road.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

NOTICE OF PUBLIC HEARING
REZONING

The City of Leesburg Planning Commission will hold a Public Hearing in the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida on **Thursday, January 22, 2026 at 4:30 p.m.** During this hearing, the Planning Commission will consider a request (CASE # SPUD-25-814) from Michael Rankin, Land Planning Group, Petitioner, for a SPUD (Small Planned Unit Development) rezoning as described below.

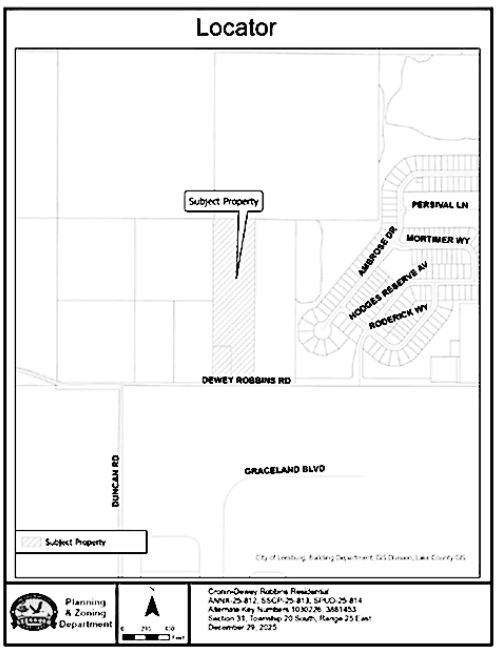
The City of Leesburg City Commission will hear the following ordinance at the **Leesburg City Commission Chambers, Third Floor, City Hall, 501 West Meadow Street**, Leesburg, Florida, at 5:30 p.m. or soon thereafter, **Monday, February 23, 2026** and the 2nd Reading is tentatively scheduled for **Monday, March 23, 2026 at 5:30 p.m.**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 9.26 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF DEWEY ROBBINS ROAD AND EAST OF US HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

The staff report will be available to the general public at the City Clerk's Office, City Hall, 501 West Meadow Street, at least five (5) days prior to the hearing on the ordinance.

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 purposes 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.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Personnel Department, ADA Coordinator, 48 hours in advance of the meeting at 352-728-9740.



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