

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 10, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Recognizing Martin Luther King, Jr. Day

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held December 20, 2021

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Windsong Phase 2, a subdivision of the City of Leesburg, Florida, being a portion of Section 24, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Windsong Phase 2 Plat)**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Harbor Vista Development Group, L.L.L.P., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Silver Lake Estates, a subdivision in Lake County, Florida; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in favor of the City of Leesburg, granted by James Phillip Pope, Donna Marie Bowman, Wilda Grey Taylor and Brenda Bellinger, as Trustees under the Mary W. Pope Family Irrevocable Living Trust Agreement, as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from MD Expansion, LLC, to the City of Leesburg, Florida, for property lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Leesburg Regional Medical Center, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from East Coast Waffles, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 22, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Central Florida Health Alliance, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in**

Block A according to the Plat of Hopson's Subdivision; and providing an effective date.

- 8. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Macedonia Church of The Living God, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**
- 9. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from Mark D. Daigneau and Susan M. Daigneau, as Grantor, to the City of Leesburg, Florida, as Grantee, pertaining to land located along the South Line of Government Lot 4, in the City of Leesburg, Lake County, Florida; and providing an effective date.**
- 10. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from James F. Parman and Barbara C. Parman, as Grantor, to the City of Leesburg, Florida, as Grantee, pertaining to land located on Lot 21, of Whispering Pines Annex No. 2, Lake County, Florida; and providing an effective date.**
- 11. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from PKAA Enterprises, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**
- 12. Resolution of the City Commission of the City of Leesburg, Florida approving special transfers in Fiscal Year 21-22 from the Electric fund in the amount of \$400,000 and from the Wastewater fund in the amount of \$400,000 to the General Fund for the Downtown Building Redevelopment Grant Program; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

- 1. None**

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, DECEMBER 20, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, December 20, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Mike Pederson
Mayor John Christian

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

Commissioner Jay Connell and Commissioner Dan Robuck were absent.

INVOCATION

Mayor Christian 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. None

4. PUBLIC COMMENTS:

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

There were no public comments.

5. CONSENT AGENDA:

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

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

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Christian	Yes

Three 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 December 13, 2021**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida Department of Health for the purchase of one (1) high-fidelity patient simulator; and providing an effective date.**

ADOPTED RESOLUTION 10,997

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to apply for, and, if awarded accept the Hazard Mitigation Grant Program (HMGP) through the Florida**

Department of Emergency Management for the purpose of hardening critical infrastructure; and providing an effective date.

ADOPTED RESOLUTION 10,998

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES:

1. None

B. FIRST READING OF ORDINANCES:

1. None

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 Vasquez had no items tonight.

9. CITY MANAGER ITEMS:

CM Minner wished everyone a Merry Christmas and Happy Holidays. He will see you in the New Year. On a business note, the RFP for the city attorney hit the streets today and the advertisement will be in the newspaper on Wednesday. We are looking at a mid-March timeframe for a new contract.

10. ROLL CALL:

Commissioner Pederson wished everyone a Merry Christmas. Stay safe and enjoy the holidays.

Commissioner Burry had no comment tonight.

Mayor Christian wished everyone a Merry Christmas.

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.

The meeting adjourned at 5:33 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: January 10, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Windsong Phase 2, a subdivision of the City of Leesburg, Florida, being a portion of Section 24, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date.
(Windsong Phase 2 Plat)

Staff Recommendation:

Staff recommends approval of the plat for Windsong Phase 2 Subdivision.

Analysis:

The property is generally located on the east side of U.S. Highway 27, north of Windsong Oak Drive.

The proposal is for approval of a plat consisting of 126 single-family residential lots. The infrastructure has been installed and homes will be constructed as provided under City of Leesburg Code requirements.

The review process for zoning, site plan and construction plans has been completed. Approval of this plat will complete the project review process and allow for the applicant(s) to apply for building permits, construct, and sell homes within this new subdivision.

Procurement Analysis:

N/A

Options:

1. Approve the request for a plat of the new Windsong Phase 2 subdivision; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact will result from this action. However, a future positive fiscal impact will result from the completion of the homes to be constructed in this project, in the form of ad valorem taxes, impact fees and utility fees.

Submission Date and Time: 1/5/2022 10:39:48 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A PLAT FOR WINDSONG PHASE 2, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND ACCEPTING AND DEDICATING TO THE USE OF THE PUBLIC ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE. (WINDSONG PHASE 2 PLAT)

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

THAT the plat of the following described lands, which is named Windsong Phase 2, is hereby approved and accepted by the City of Leesburg, Florida; being

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING EAST OF U.S. HIGHWAY 27, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(See Exhibit A, Windsong Phase 2 Plat attached)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January, 2022.

Mayor

ATTEST:

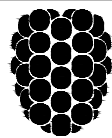
City Clerk

GENERAL NOTES:

- BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN), DERIVING A BEARING OF S89°07'57"E ON THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- TRACT A AND B (OPEN SPACE) RECREATION TRACTS SHALL BE OWNED AND MAINTAINED BY THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS.
- TRACT C AND D (OPEN SPACE) STORMWATER RETENTION TRACTS SHALL BE OWNED AND MAINTAINED BY THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS.
- TRACT E & F (OPEN SPACE) SHALL BE OWNED AND MAINTAINED BY THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS.
- TRACT G AND H (OPEN SPACE) BUFFER TRACTS SHALL BE OWNED AND MAINTAINED BY THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS.
- TRACT I INTENTIONALLY OMITTED
- TRACT J (WETLAND) SHALL BE OWNED AND MAINTAINED BY THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS.
- TRACT K (WETLAND BUFFER) SHALL BE OWNED AND MAINTAINED BY THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS.
- THE 15.00 FOOT WIDE UTILITY EASEMENT CROSSING TRACTS F AND H IS HEREBY GRANTED TO THE PERPETUAL USE OF THE PUBLIC..
- ALL LOTS AND TRACTS HAVE A 10.00 FOOT WIDE UTILITY EASEMENT ABUTTING TRACT RW-1.
- A 5.00 FOOT WIDE PRIVATE ACCESS & DRAINAGE EASEMENT (P.A.D.E.) ALONG ALL SIDE AND REAR LOT LINES IS HEREBY GRANTED TO THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS.
- THERE IS A UTILITY EASEMENT OVER THE ENTIRETY OF TRACT RW-1 (50.00 FOOT WIDE RIGHT OF WAY) DEDICATED TO THE PROVIDERS OF PUBLIC UTILITIES FOR THE PURPOSES OF CONSTRUCTING, ACCESSING, REPLACING AND MAINTAINING THEIR RESPECTIVE FACILITIES, AND AN INGRESS AND EGRESS EASEMENT OVER THE ENTIRETY OF TRACT RW-1 FOR THE BENEFIT PICK-UP AND DELIVERY SERVICES, POLICE SERVICES, FIRE PROTECTION SERVICES, AMBULANCE SERVICES, AND OTHER AUTHORITIES OF LAW, U.S. MAIL CARRIERS, AND REPRESENTATIVES OF THE UTILITIES.
- THE LANDS WITHIN THIS PLAT ARE SUBJECT TO, AND THE UTILIZATION OF LANDS WITHIN THIS PLAT BY THE OWNERS IS FURTHER LIMITED AND RESTRICTED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSONG AT LEESBURG PHASE 2 (THE DECLARATION), RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____, TOGETHER WITH ALL RECORDED AMENDMENTS.
- DRAINAGE EASEMENTS DESIGNATED ON THIS PLAT ARE HEREBY GRANTED AS PERPETUAL NON-EXCLUSIVE EASEMENTS TO THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS
- THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS OR ASSIGNS SHALL MAINTAIN AND OPERATE THE SURFACE WATER MANAGEMENT SYSTEM WITHIN THE LANDS DESCRIBED IN THIS PLAT IN ACCORDANCE WITH THE PERMIT ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

PLAT LEGEND:

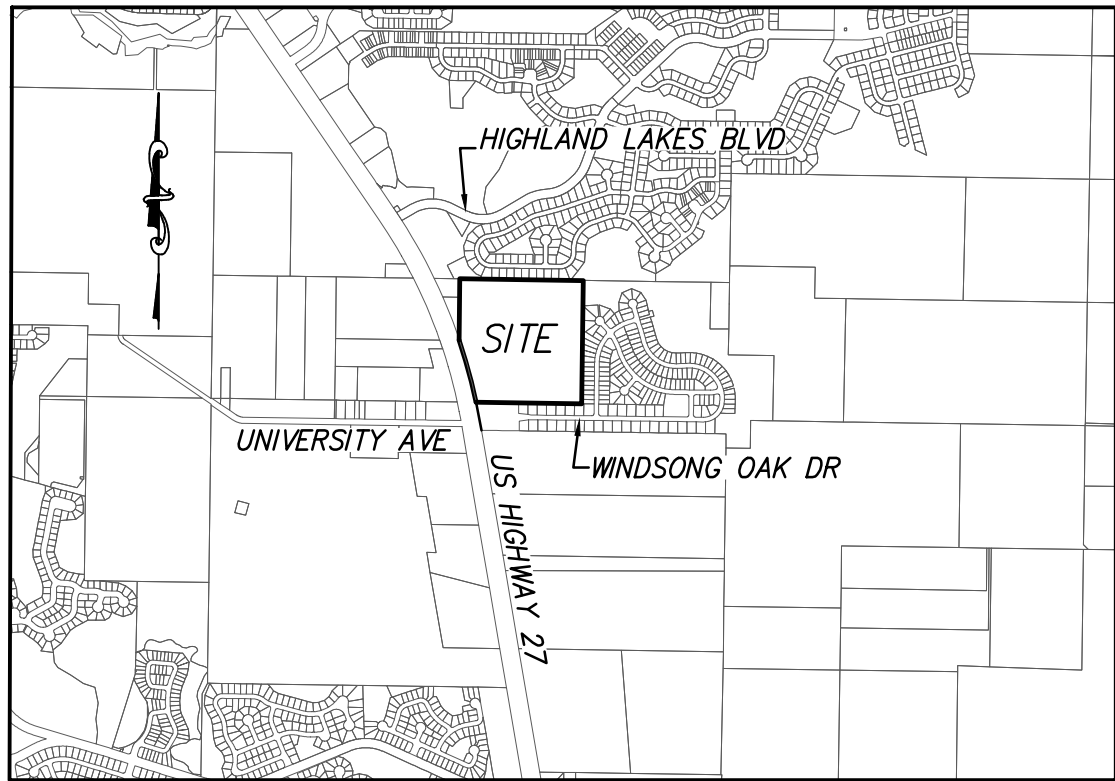
±	MORE OR LESS	L	LENGTH
ID	IDENTIFICATION	R	RADIUS
OP	OFFICIAL RECORD BOOK	Δ	DELTA
P.B.	PLAT BOOK	CB	CHORD BEARING
PC	PAGE	CH	CHORD DISTANCE
CCR	CERTIFIED CORNER RECORD	PNT	POINT OF NON-TANGENCY
CL	CENTERLINE	PC	POINT OF CURVATURE
CM	FOUND CONCRETE MONUMENT AS NOTED	PT	POINT OF TANGENCY
■	SET 4"x4" CONCRETE MONUMENT (PRM LB 8011)	PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT	R/W	RIGHT OF WAY
⊙	SET NAIL & DISK (PCP LB 8011)	(R)	RADIAL
PCP	PERMANENT CONTROL POINT	(NR)	NON RADIAL
+	CHANGE IN DIRECTION (R/W LINE)	CM	CONCRETE MONUMENT
DE	PUBLIC DRAINAGE EASEMENT	LB	LICENSED BUSINESS
UE	UTILITY EASEMENT	PI	POINT OF INTERSECTION
IP	IRON PIPE	RP	RADIUS POINT
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988	RLS	REGISTERED LAND SURVEYOR
(TYP)	TYPICAL	○	SET 5/8" IRON ROD & CAP (LB 8011)
		NAD	NORTH AMERICAN DATUM
		P.A.D.E.	PRIVATE ACCESS & DRAINAGE EASEMENT



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

WINDSONG AT LEESBURG PHASE 2
SITUATED IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LYING EAST OF U.S. HIGHWAY 27, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE S89°07'57"E ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE 193.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27 (200 FOOT RIGHT OF WAY WIDTH) PER F.D.Q.T. RIGHT OF WAY MAP, STATE ROAD 25 SECTION 11200-2504 AND THE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5797.65 FEET, A CENTRAL ANGLE OF 06°49'31", A CHORD BEARING OF N15°32'41"W AND A CHORD DISTANCE OF 690.22 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 690.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN N00°45'51"E ALONG SAID WEST LINE, A DISTANCE OF 661.61 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE S89°08'06"E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1325.73 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE S00°46'08"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1323.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE N89°07'57"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1131.79 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,685,934 SQUARE FEET OR 38.70 ACRES MORE OR LESS.

SHEET INDEX

SHEET 1: COVER SHEET/LEGEND
SHEET 2: KEY SHEET/PLAT BOUNDARY
SHEETS 3 – 6: DETAIL SHEETS

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER, PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS, OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE

DATE

PRINT

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. _____

PLAT
BOOK : PAGE:

WINDSONG AT LEESBURG PHASE 2
DEDICATION

KNOW MEN BY ALL THESE PRESENTS, THAT LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES TRACT RW-1 (50.00 FOOT WIDE RIGHT OF WAY) TO THE WINDSONG AT LEESBURG PHASE 2 COMMUNITY ASSOCIATION, INC. AND IS TO BE MAINTAINED BY THE SAME, AND FURTHER DEDICATES THE UTILITY EASEMENTS, DRAINAGE EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2021.

BY: LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

NAME: _____

SIGNED: _____

TITLE: _____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS (SIGNATURE)

WITNESS (PRINTED)

WITNESS (SIGNATURE)

WITNESS (PRINTED)

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY _____ OF LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ONLINE NOTARIZATION AND [_____] IS PERSONALLY KNOWN TO ME OR [_____] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY – STATE OF FLORIDA

NOTARY PRINTED NAME

(NOTARY SEAL)

MY COMMISSION EXPIRES

CERTIFICATE
OF SURVEYOR AND MAPPER

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

WILLIAM D. DONLEY

DATE

FLORIDA REGISTRATION NUMBER: 5381

DEWBERRY ENGINEERS, INC.

(SEAL)

131 WEST KALEY STREET

ORLANDO, FLORIDA 32806

CERTIFICATE OF AUTHORIZATION NUMBER LB 8011

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COMMISSION OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND APPROVED BY SAID CITY COMMISSION OF LEESBURG FOR RECORD, AND THE DEDICATION OF THE STREETS AND PUBLIC PLACES ACCEPTED OR MUNICIPAL PURPOSES OF SAID CITY ON THE _____ DAY OF _____, 2021; PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA, WITHIN NINETY (90) DAYS FROM THE DATE OF APPROVAL BY SAID COMMISSION.

CITY OF LEESBURG, FLORIDA

BY: _____

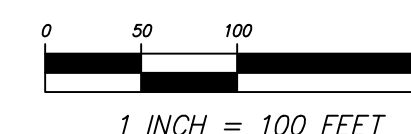
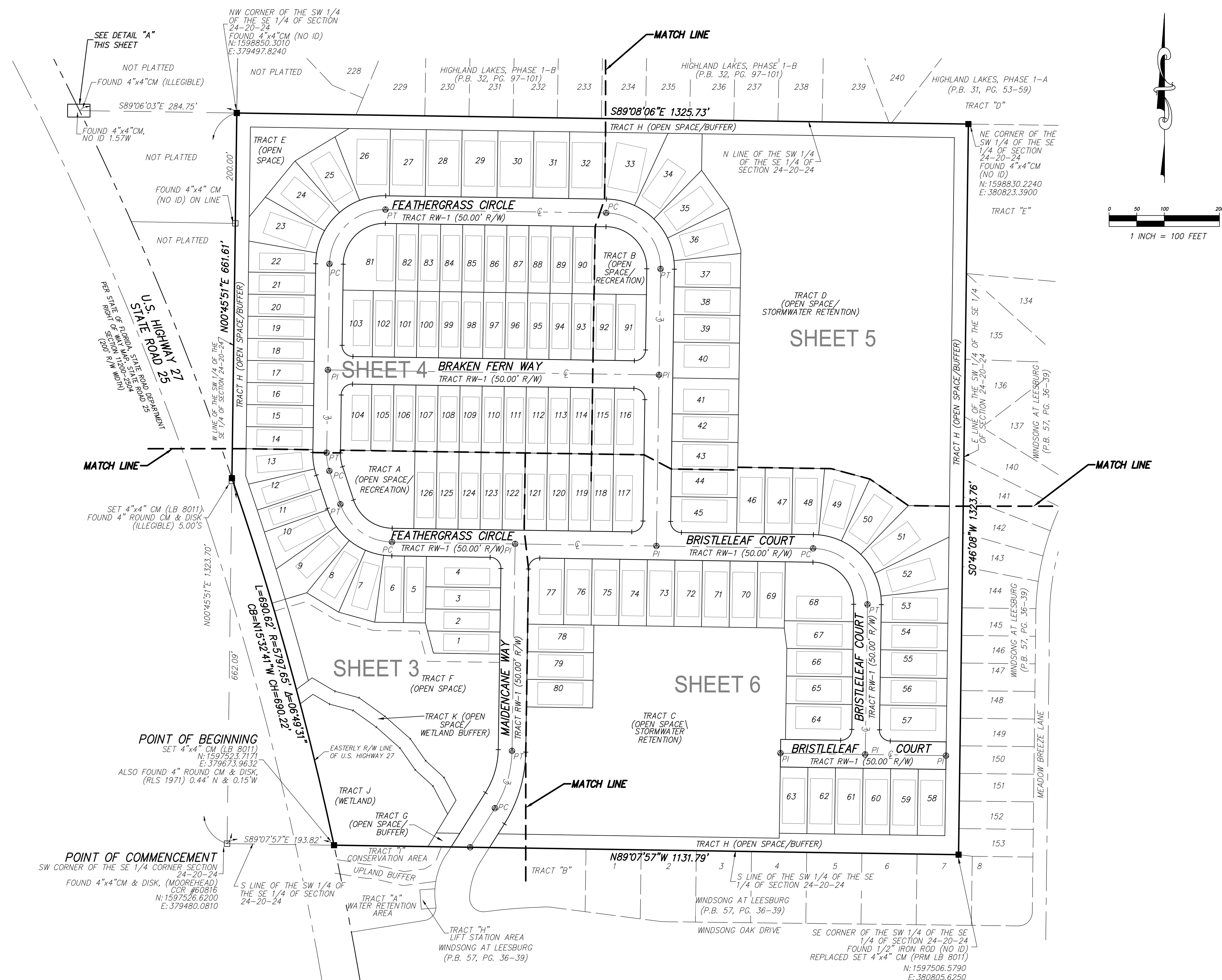
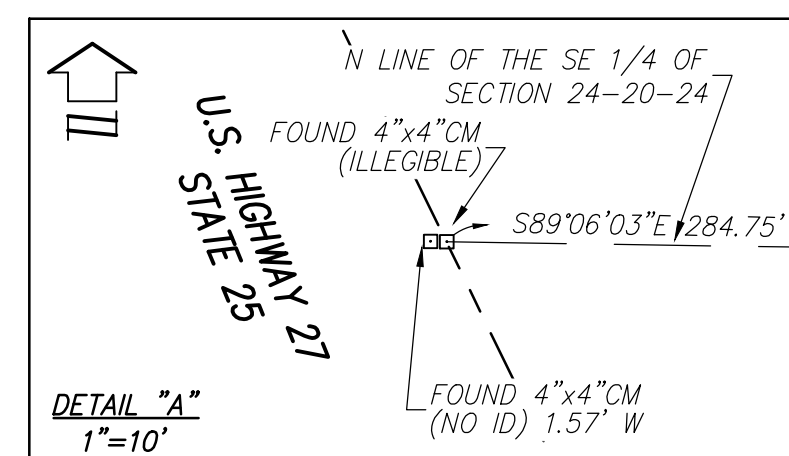
MAYOR/COMMISSIONER

ATTEST:

CITY CLERK

SHEET 1 OF 6

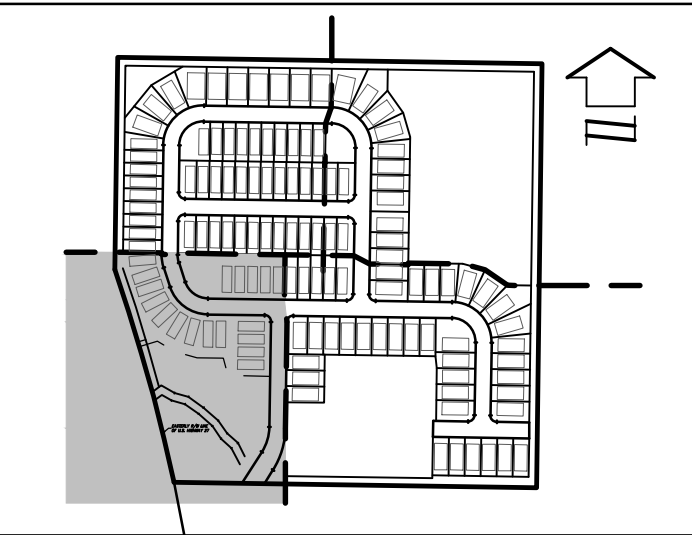
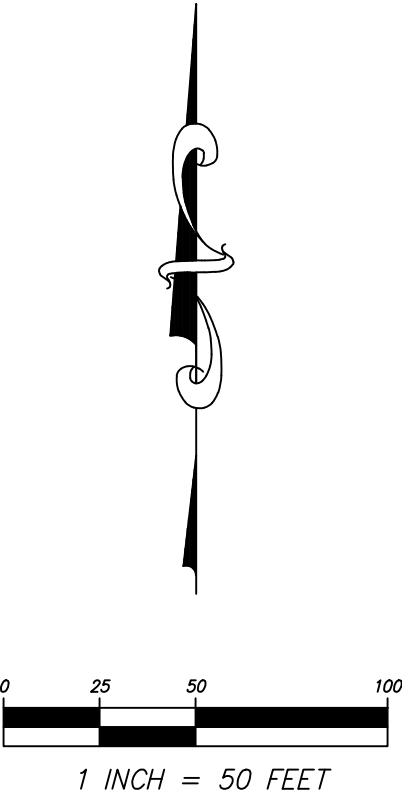
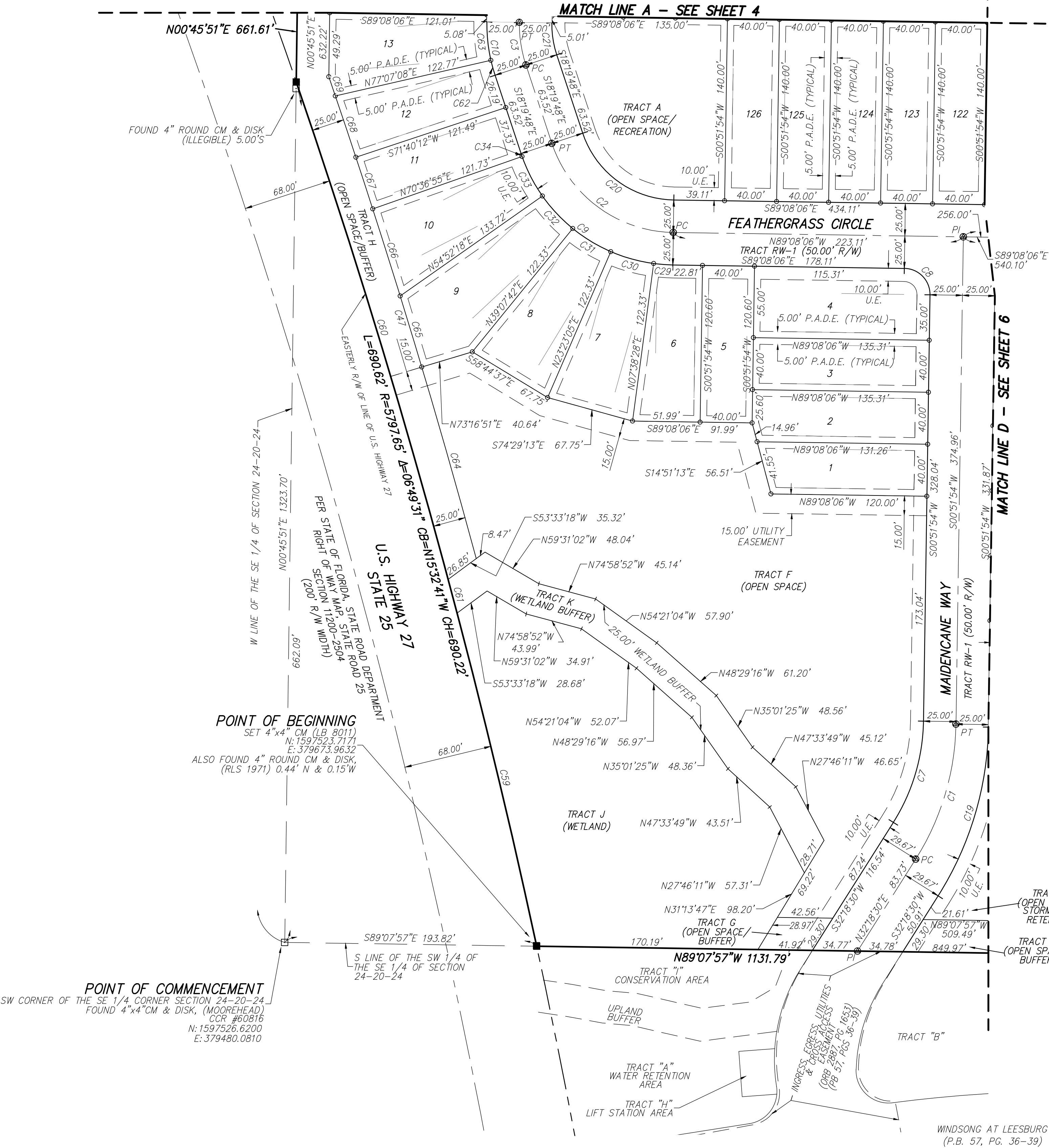
PLAT	
BOOK :	PAGE:



WINDSONG AT LEESBURG PHASE 2
SITUATED IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

PLAT
BOOK : PAGE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	109.76'	200.00'	31°26'36"	108.39'	S16°35'12"E
C2	123.58'	100.00'	70°48'19"	115.86'	S53°43'57"E
C3	33.50'	100.00'	19°11'41"	33.34'	N08°43'57"E
C7	82.32'	150.00'	31°26'36"	81.29'	S16°35'12"E
C8	31.42'	20.00'	90°00'00"	28.28'	S44°08'06"W
C9	154.47'	125.00'	70°48'19"	144.83'	S53°43'57"E
C10	41.88'	125.00'	19°11'41"	41.68'	N08°43'57"E
C19	137.20'	250.00'	31°26'36"	135.48'	S16°35'12"E
C20	92.68'	75.00'	70°48'19"	86.90'	S53°43'57"E
C21	25.13'	75.00'	19°11'41"	25.01'	N08°43'57"E
C29	14.78'	125.00'	6°46'35"	14.78'	S85°44'49"E
C30	34.35'	125.00'	15°44'37"	34.24'	S74°29'13"E
C31	34.35'	125.00'	15°44'37"	34.24'	S58°44'37"E
C32	34.35'	125.00'	15°44'37"	34.24'	S43°00'00"E
C33	34.35'	125.00'	15°44'37"	34.24'	S27°15'23"E
C34	2.30'	125.00'	1°03'17"	2.30'	S18°51'26"E
C47	387.77'	5822.65'	3°48'57"	387.70'	N17°00'23"W
C59	263.53'	5797.65'	2°36'16"	263.51'	N13°26'03"W
C60	400.21'	5797.65'	3°57'18"	400.13'	N16°58'47"W
C61	26.88'	5797.65'	0°15'56"	26.88'	N14°52'09"W
C62	11.89'	125.00'	5°26'56"	11.88'	N15°36'20"E
C63	29.99'	125.00'	13°44'45"	29.92'	N06°00'29"E
C64	153.22'	5822.65'	1°30'28"	153.21'	N15°51'09"W
C65	57.15'	5822.65'	0°33'44"	57.15'	N16°53'15"W
C66	70.24'	5822.65'	0°41'28"	70.24'	N17°30'51"W
C67	41.87'	5822.65'	0°24'43"	41.87'	N18°03'57"W
C68	49.72'	5822.65'	0°29'21"	49.72'	N18°30'59"W
C69	15.57'	5822.65'	0°09'12"	15.57'	N18°50'16"W

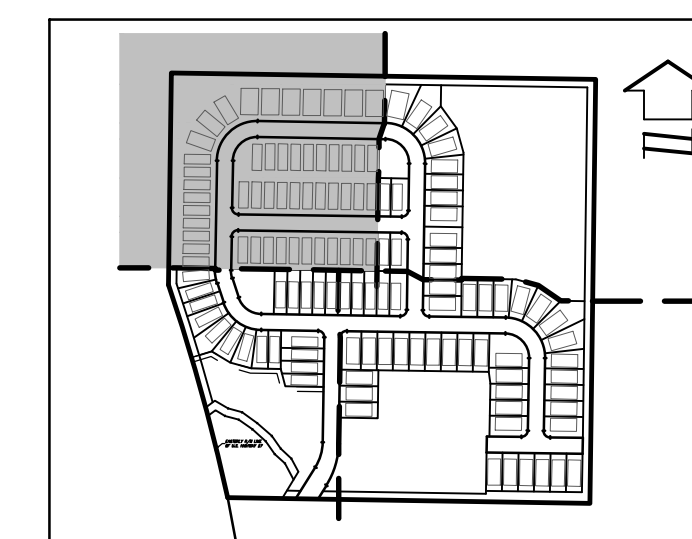


SHEET INDEX
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Dewberry

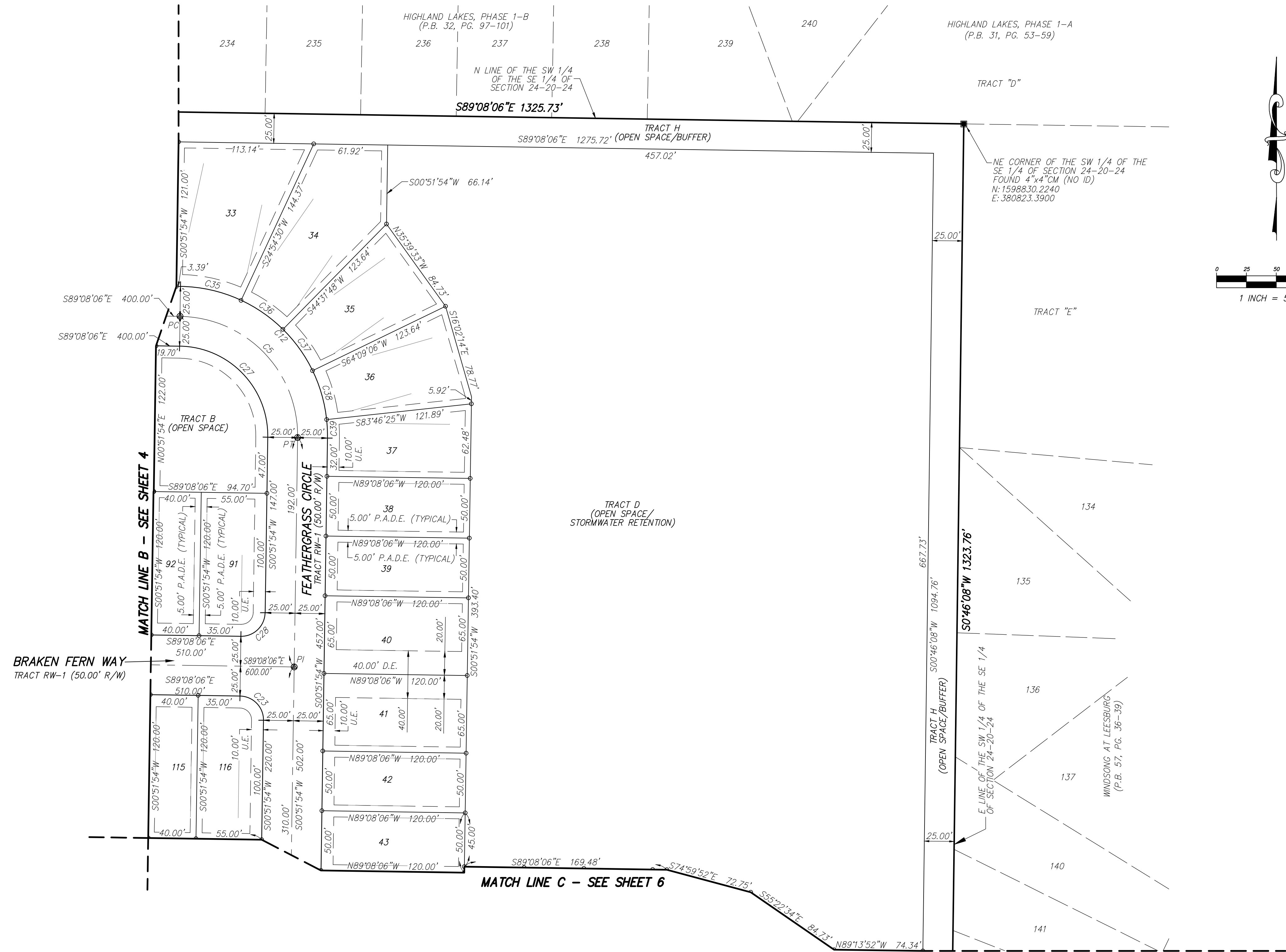
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PLAT	
BOOK :	PAGE:

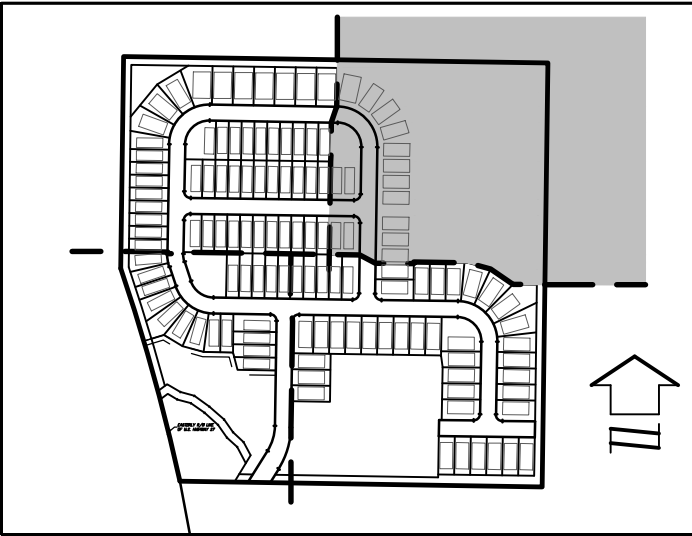


WINDSONG AT LEESBURG PHASE 2
SITUATED IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

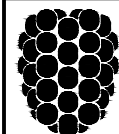
PLAT
BOOK : PAGE:



CURVE TABLE				
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C12	196.35'	125.00'	90°00'00"	176.78'
C23	31.42'	20.00'	90°00'00"	28.28'
C27	117.81'	75.00'	90°00'00"	106.07'
C28	31.42'	20.00'	90°00'00"	28.28'
C35	52.45'	125.00'	24°02'36"	52.07'
C36	42.81'	125.00'	19°37'18"	42.60'
C37	42.81'	125.00'	19°37'18"	42.60'
C38	42.81'	125.00'	19°37'18"	42.60'
C39	15.47'	125.00'	7°05'29"	15.46'



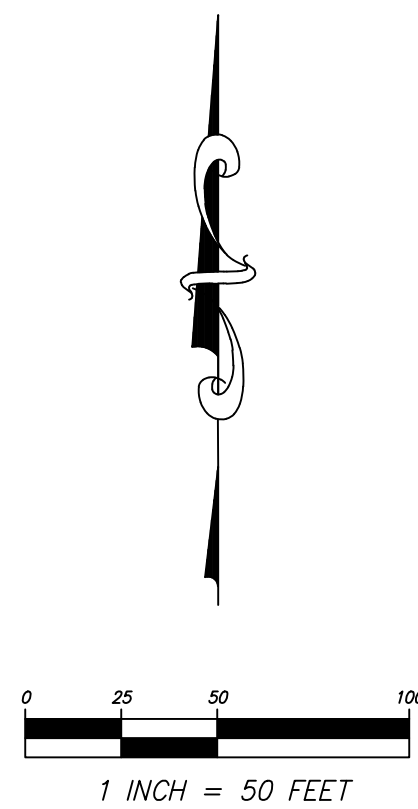
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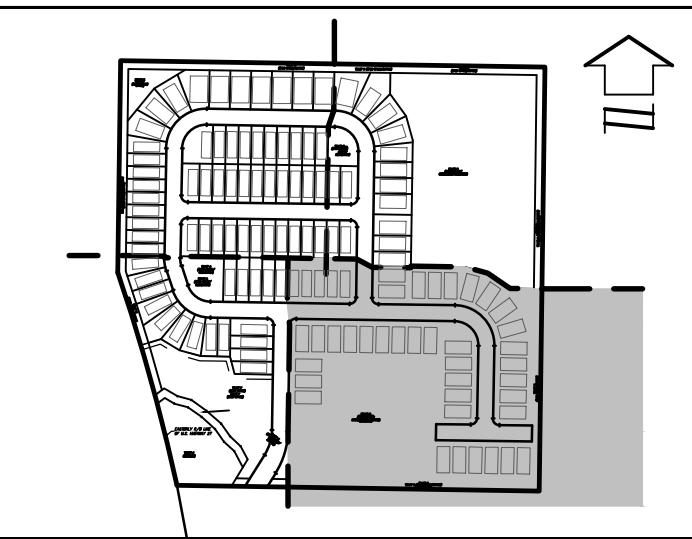
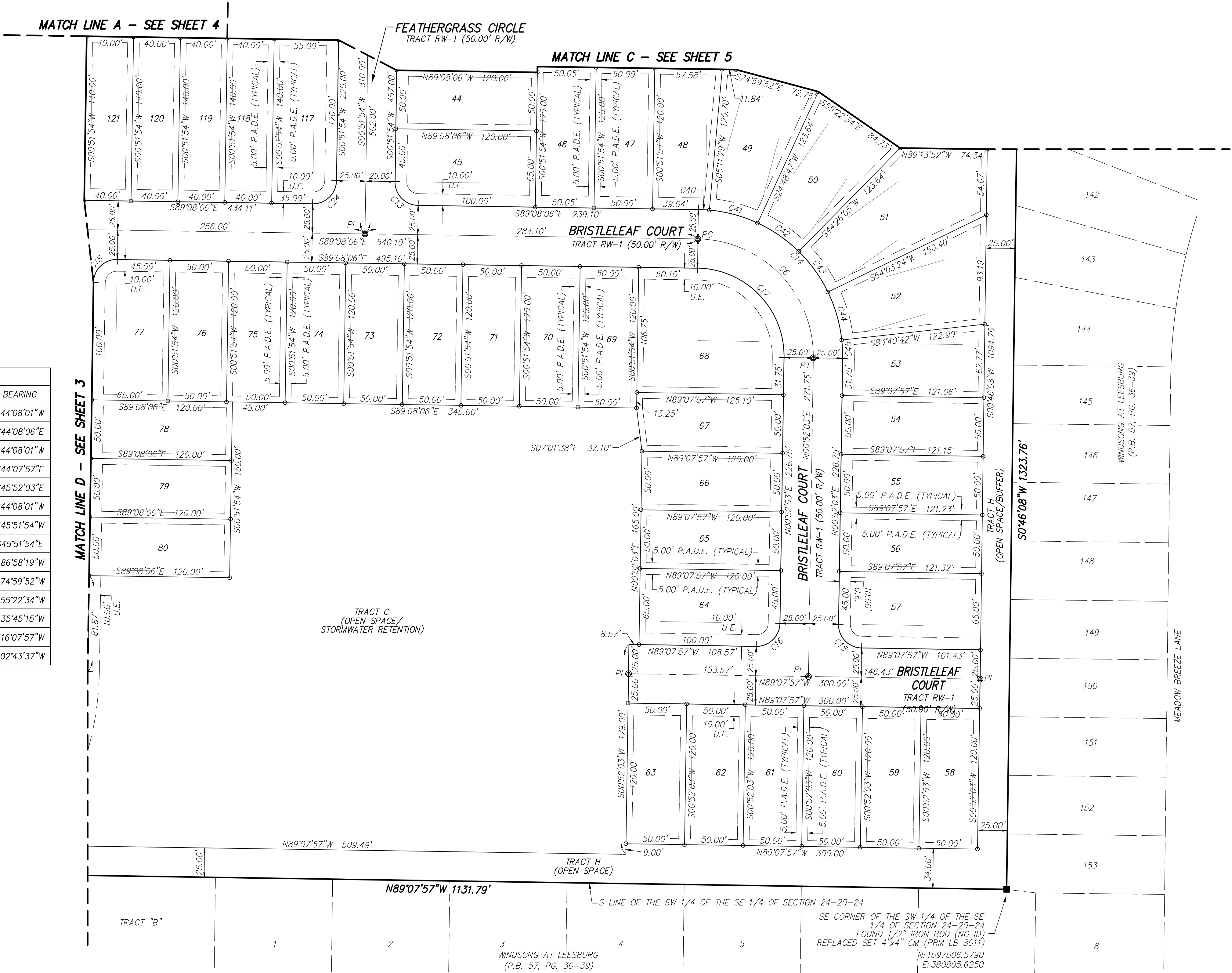
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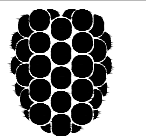
PLAT
BOOK : PAGE:



CURVE TABLE					
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C13	31.42'	20.00'	90°00'00"	28.28'	S44°08'06"E
C14	196.36'	125.00'	90°00'10"	176.78'	S44°08'01"W
C15	31.42'	20.00'	90°00'00"	28.28'	S44°07'57"E
C16	31.42'	20.00'	90°00'00"	28.28'	S45°52'03"E
C17	117.81'	75.00'	90°00'10"	106.07'	S44°08'01"W
C18	31.42'	20.00'	90°00'00"	28.28'	N45°51'54"W
C24	31.42'	20.00'	90°00'00"	28.28'	S45°51'54"E
C40	9.44'	125.00'	4°19'35"	9.44'	N86°58'19"W
C41	42.81'	125.00'	19°37'18"	42.60'	N74°59'52"W
C42	42.81'	125.00'	19°37'18"	42.60'	N55°22'34"W
C43	42.81'	125.00'	19°37'18"	42.60'	N35°45'15"W
C44	42.81'	125.00'	19°37'18"	42.60'	N16°07'57"W
C45	15.68'	125.00'	7°11'21"	15.67'	N02°43'37"W



SHEET INDEX
(1"=600')

**Dewberry**

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ORLANDO, FLORIDA 32806
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Harbor Vista Development Group, L.L.L.P., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Silver Lake Estates, a subdivision in Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Harbor Vista Development Group, L.L.L.P.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated May 16, 2006, and recorded on July 14, 2006. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:41:16 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM HARBOR VISTA DEVELOPMENT GROUP, L.L.P., AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN SILVER LAKE ESTATES, A SUBDIVISION IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from Harbor Vista Development Group, L.L.P., a Utility Easement dated May 16, 2006, and recorded in Official Records Book 3210, Page 2290, and Joinder and Consent to Utility Easement recorded in Official Records Book 3210, Page 2296, all in the Public REcords of Lake County, Florida, conveying certain real property located in Silver Lake Estates, a subdivision in Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

RETURN TO
FRED A. MORRISON
P.O. BOX 491357
LEESBURG FL 34749-1357

THIS INSTRUMENT PREPARED BY AND ~~RETURN~~ TO:

Troy W. Finnegan, Esq.
Broad and Cassel
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801

Utility Easement

CFN 2006107384
Bk 03210 Pgs 2290 - 2295; (6pgs)
DATE: 07/14/2006 10:57:06 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 52.50
DEED DOC 0.70

(RESERVED FOR RECORDING)

THIS EASEMENT (the "Easement") is given the 16th day of May, 2006, by **HARBOR VISTA DEVELOPMENT GROUP, L.L.P.**, a Florida limited liability limited partnership, f/k/a Harbor Vista Development Group, Ltd, a Florida limited partnership, f/k/a Harbor Vista Developers, Ltd, a Florida limited partnership, whose address is 1551 Sandspur Road, Maitland, Florida 32751 (the "Grantor"), to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, Florida 34749-0630 (the "Grantee").

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual non-exclusive easement over, across, and under the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF (the "Easement Area")

, for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground water, sewer, reuse water, natural gas and electricity utilities (collectively, the "Facilities").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, subject to the terms and conditions set forth hereinbelow:

1. Grantor shall have the authority to use and to authorize others to use the Easement Area in any manner which is not inconsistent with the Easement. Grantor reserves the right to grant other easements over, under, upon and through the Easement Area, but will not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein, or grant any other easements which, if utilized for their intended purposes, would violate any setback or separation provisions now or hereafter imposed by law, rule, or regulation, or as a condition of any license or permit held by Grantee for the operation of any of the utilities located within the Easement Area.
2. Grantee will have and hold the easement, together with every right and appurtenance connected to it, for so long as Grantee is (i) providing utility services to the Improvements (as defined herein), or (ii) utilizing the Facilities to provide utility services to a party other than Grantor in accordance with the terms of this Easement. When that period expires, and provided Grantee is not then utilizing the Facilities to provide utility services to any other party, Grantor may provide Grantee with a written request to terminate the Easement, which request shall not be unreasonably, conditioned, or delayed by Grantee, and which shall be promptly executed and returned to Grantor. Thereafter, this Easement shall be terminated. Alternatively, if Grantee no longer is providing utility services to the Improvements (as defined herein) but is providing utility services through a portion of the Facilities to a third party other than Grantor in accordance with the terms of this Easement, Grantor may provide Grantee with a written request to terminate the Easement as to those portions of the Easement Area containing those Facilities no longer being used by Grantee, which request shall not be unreasonably, conditioned, or delayed by Grantee, and which shall be promptly executed. Thereafter, this Easement shall be terminated as to those portions of the Easement Area containing those Facilities no longer being used by Grantee, or modified so as to not prevent Grantee from serving other properties in a manner consistent with this Easement.

3. Grantee shall install the Facilities in accordance with Grantor's approved development plans (the "Plans") so as not to conflict or interfere with any buildings or structures to be constructed on the Grantor's property (the "Improvements"). Grantor agrees to construct the Improvements in accordance with the Plans, and Grantee agrees to construct the Facilities so as not to conflict with the Improvements as depicted on the Plans.
4. The Facilities shall be used by Grantee solely and exclusively for the purpose of (i) providing utility services to the Improvements, and (ii) for such other uses as the Grantee deems appropriate, provided that (a) the level of utility services to the Improvements is not diminished, (b) the points of connection within the boundaries of Grantor's property are reasonably acceptable to Grantor (the "Points of Connection"), and (c) Grantee installs the connections so as not to unreasonably conflict or interfere with the Improvements. Grantor's approval of the Points of Connection shall be in writing, shall not be unreasonably withheld, conditioned, or delayed, and shall not be denied on the grounds that utility services are being provided to a party other than Grantor.
5. Subject to the provisions of the Code of Ordinances of the City of Leesburg as the same may exist or be amended from time to time (the "Code"), the Facilities shall be installed, repaired, replaced, relocated, and maintained by Grantee, at Grantee's sole cost and expense, so as to provide the utility services specified herein and to not damage the Improvements.
6. If Grantor's future orderly development of the Improvements are in conflict with Grantee's Facilities, the Grantee shall, within a reasonable period after receipt of written request from Grantor (not to exceed one hundred eighty (180) days), relocate the Facilities to another mutually agreed upon area on Grantor's property, provided that prior to the relocation of the Facilities, (a) Grantor shall pay to the Grantee the full expected cost of the relocation as estimated by the Grantee, including the actual cost of construction and materials, and the reasonable costs of design and engineering, permitting, legal review and document preparation, and expert review of surveys and plans, and (b) Grantor shall execute and deliver to the Grantee at no cost, an acceptable and recordable easement to cover the relocated Facilities which shall automatically terminate and release this Easement without the further consent of Grantee.
7. If Grantor, at Grantor's sole cost and expense, causes an accurate legal description of the centerline of the location of the Facilities to be created by a licensed surveyor, which survey shall be signed, sealed, and certified to Grantee and Grantee's legal counsel, Grantor and Grantee shall within a reasonable time after receipt thereof execute a revised easement which shall automatically terminate and release this Easement, and which shall limit the location of the Easement Area to the area(s) shown on such survey with those areas to be of sufficient width to accommodate all utilities in the revised easement, consistent with setbacks, rules, and regulations then in effect. Such easement shall provide for reasonable access to the revised easement area and shall state that the revised easement area and the location of the Facilities shall not be further modified unless the parties sign an additional revised easement.
8. To the extent permitted by law, by acceptance and use of the Easement and rights granted hereby, the Grantee covenants and agrees, by acceptance and use of the easements granted and conveyed herein, to indemnify, protect, defend, and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trial, or upon any appellate level, or in arbitration, mediation, or in any proceeding in bankruptcy or insolvency), arising from the Grantee's use of the Easement Area or from the exercise by the Grantee of any rights arising under this Easement, or from any breach of any obligations of the Grantee hereunder. Nothing herein shall be construed as Grantee's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes (2005) (as amended, replaced, modified or supplemented).
9. In the event of any dispute hereunder or of any action to interpret or enforce this Easement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether incurred before, during or after trial or upon any appellate level, or in any administrative proceeding, in arbitration, mediation or any proceeding in bankruptcy or insolvency.
10. If Grantee damages any of the Improvements in its use of the easements granted hereunder, it shall repair any such damage at its expense, and restore the Improvements to substantially the same condition they were in prior to the activities of Grantee which caused the damage.
11. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

12. The rights and obligations described above area intended as, and shall be, covenants running with the land with respect to the Easement Area and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR:

HARBOR VISTA DEVELOPMENT GROUP, L.L.L.P., a Florida limited liability limited partnership, f/k/a Harbor Vista Development Group, Ltd, a Florida limited partnership, f/k/a Harbor Vista Developers, Ltd., a Florida limited partnership

BY: Harbor Vista Development Group Managers, L.L.C., a Florida limited liability company, its general partner

Danielle Trotter
Danielle Trotter
(Type or print name of witness)

By: Jay Brock
Printed Name: Jay P Brock
Title: Manager

Stacy L. Carr
Stacy L. Carr
(type or print name of witness)

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned Notary Public, personally appeared Jay Brock, as Manager of Harbor Vista Development Group Managers, L.L.C., a Florida limited liability company as general partner of HARBOR VISTA DEVELOPMENT GROUP, L.L.L.P., a Florida limited liability limited partnership, f/k/a Harbor Vista Development Group, Ltd, a Florida limited partnership, f/k/a Harbor Vista Developers, Ltd, a Florida limited partnership, on behalf of the company and partnership, who acknowledged before me that he/she executed this instrument on the 16th day of May, 2006, and who was either _____ personally known to me, or who _____ produced _____ as identification.

Stacy L. Carr
NOTARY PUBLIC
Stacy L. Carr
Type or print name of Notary

DD246052
Commission Number
9.22.07
Commission expiration date



Stacy L. Carr
My Commission DD246052
Expires September 22, 2007

EXHIBIT "A"

(the "Easement Area")

ATTACHED SHEETS 1 of 2 and 2 of 2,
DATED 9/21/05, 24208/SKETCHES/SK14.DWG

LEGAL DESCRIPTION

HARBOR VISTA

A portion of Lots 3, 4 and all of lot 7, Block 50, all lying in and according to the plat of Silver Lakes Estates, a subdivision recorded in Plat Book 5, pages 1 and 2, and Revised and Corrected Plat in Plat Book 10, pages 66 through 69, inclusive, Public Records of Lake County, Florida, as vacated by Resolution recorded in Official Records Book 848, page 940.

Together with that portion of the abandoned railroad right of way conveyed in Official Records Book 1513, page 1717.

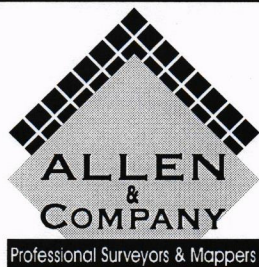
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Northeast corner of Lot 4, Block 46 of Silver Lakes Estates, as recorded in Plat Book 10, pages 66 through 69 of the Public Records of Lake County, Florida; thence run South 00°46'51" East, along the East line of said Block 46, and the East line of Block 50 of Silver Lakes Estates, also being the West line of Summer Wind on Lake Harris, as recorded in Official Records Book 1469, page 1763 of the said Public Records, for a distance of 1420.29 feet to the POINT OF BEGINNING; thence continue South 00°46'51" East, along said East line and said West line, for a distance of 603.09 feet to the Southeast corner of Lot 7, Block 50; thence departing said East line and said West line, run South 58°42'47" West, along the South line of said Lot 7, Block 50, for a distance of 793.02 feet to the Southwest corner of said Lot 7, Block 50; thence run North 00°00'48" East, along the West line of said Block 50, for a distance of 1005.75 feet; thence departing said West line, run North 89°13'09" East, for a distance of 669.31 feet to the POINT OF BEGINNING.

Containing 12.46 acres, more or less.

The quality of this image
is equivalent to the quality
of the original document.

SHEET 1 OF 2



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

24208\SKETCHES\SK14.DWG

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF BLOCK 50, SILVER LAKES ESTATES AS HAVING AN ASSUMED BEARING OF SOUTH 89°23'30" EAST.

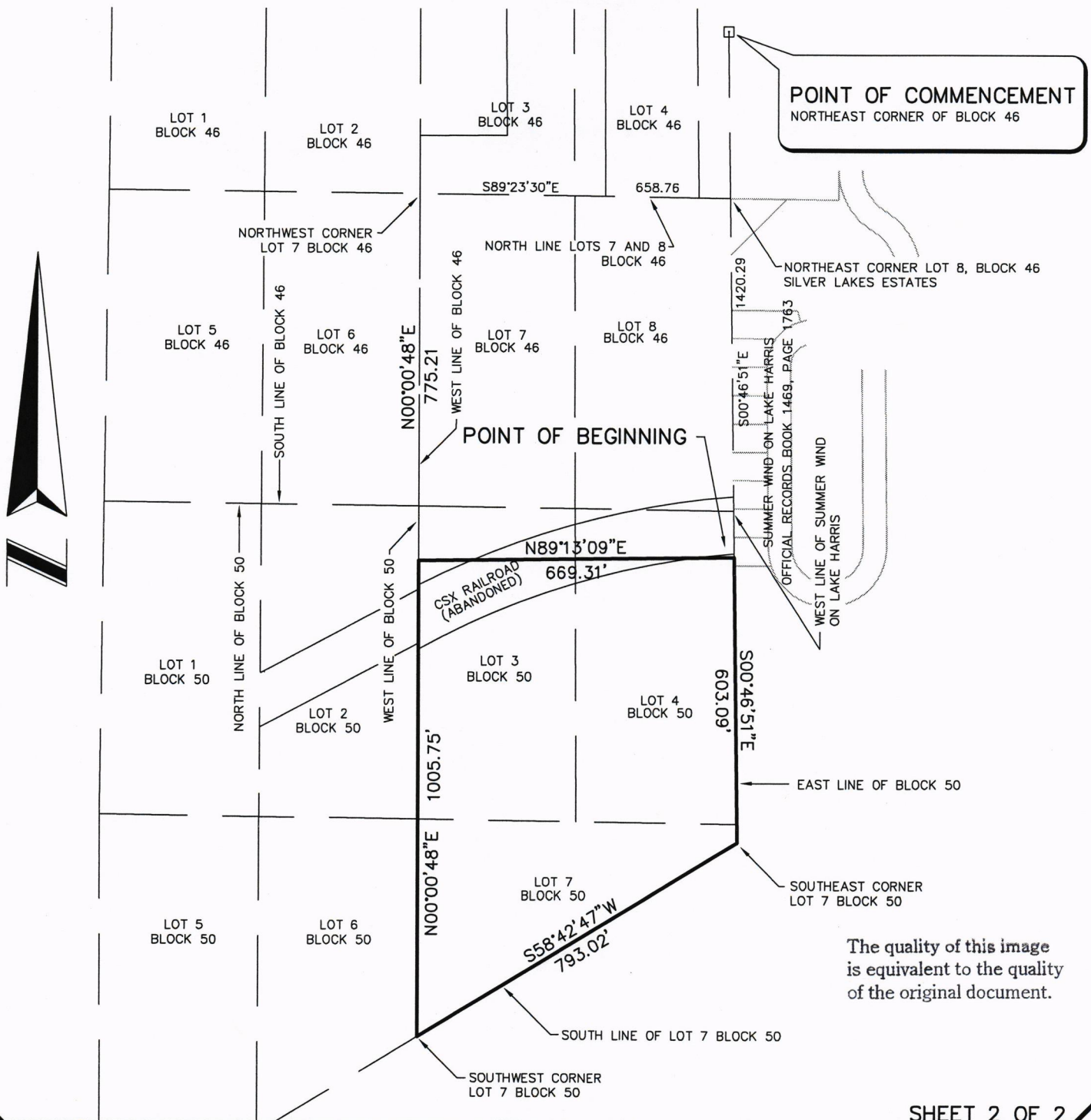
JOB NO. 24208
DATE: 09/21/05
SCALE: 1 INCH = 300 FEET
FIELD BY: N/A

CALCULATED BY: EGT
DRAWN BY: EGT
CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, PSM #5633

SKETCH OF DESCRIPTION



The quality of this image
is equivalent to the quality
of the original document.

SHEET 2 OF 2

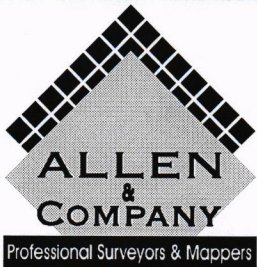
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JOB NO. 24208
 DATE: 09/21/05
 SCALE: 1 INCH = 300 FEET
 FIELD BY: N/A

CALCULATED BY: EGT
 DRAWN BY: EGT
 CHECKED BY: JLR



16 East Plant Street
 Winter Garden, Florida 34787 * (407) 654-5355

CFN 2006107385
Bk 03210 Pgs 2296 - 2297; (2pgs)
DATE: 07/14/2006 10:57:06 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

Prepared By and ~~Return~~-To:

Troy W. Finnegan, Esq.
Broad and Cassel
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801

RETURN TO
FRED A. MORRISON
P.O. BOX 491357
LEESBURG FL 34749-1357

**JOINDER AND CONSENT
TO UTILITY EASEMENT**

KNOW ALL BY THESE PRESENTS:

WHEREAS, HARBOR VISTA DEVELOPMENT GROUP, L.L.P., a Florida limited liability limited partnership, whose address is 1551 Sandspur Road, Maitland, Florida 32751 (the "Mortgagor") by that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed by Mortgagor, to and in favor of COMPASS BANK, an Alabama banking corporation (the "Mortgagee"), dated May 26, 2006, recorded June 1, 2006, in Official Records Book 3175, Page 14; together with that certain Assignment of Rents, Leases, Profits and Contracts dated May 26, 2006, recorded June 1, 2006, in Official Records Book 3175, Page 34 and that certain UCC-1 Financing Statement recorded June 1, 2006, in Official Records Book 3175, Page 41, all in the Public Records of Lake County, Florida (collectively, the above-referenced documents are referred to as the "Mortgage"), mortgaged the premises therein particularly described, to secure the payment of the original sum of SIX MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,600,000.00) with interest as therein mentioned.

NOW, THEREFORE, Mortgagee hereby joins in, consents to, and ratifies that certain Utility Easement between Mortgagor and The City of Leesburg, Florida, to which this joinder and consent is attached (the "Easement"), for the purpose of subordinating the mortgage lien encumbering all or any part of the Mortgagor's Property as described in the Easement to all of the terms and conditions of the Easement.

CL2948

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed as of this 3rd day of July, 2006.

Signed, sealed, and delivered
in the presence of:

COMPASS BANK, an Alabama banking
corporation

Marlene Cox
Print Name: Marlene Cox

Laure Livingston
Print Name: Laure Livingston

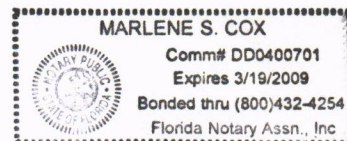
By: [Signature]
Name: Amelia B. Sterling
Title: Vice President

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was executed and acknowledged before me this 3rd day of July, 2006, by Amelia B. Sterling as Vice President of COMPASS BANK, an Alabama banking corporation, on behalf of the entity. He/she is personally known to me or has produced _____ as identification and who did/did not take an oath.

Marlene S. Cox
Printed Name: Marlene S. Cox
NOTARY PUBLIC, STATE OF _____
My Commission No.: _____
My Commission Expires: _____

{SEAL}



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in favor of the City of Leesburg, granted by James Phillip Pope, Donna Marie Bowman, Wilda Grey Taylor and Brenda Bellinger, as Trustees under the Mary W. Pope Family Irrevocable Living Trust Agreement, as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting the Utility Easement from the Trustees under the Mary W. Pope Family Irrevocable Living Trust Agreement.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated December 27, 2010, and recorded on February 3, 2011. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:41:52 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT IN FAVOR OF THE CITY OF LEESBURG, GRANTED BY JAMES PHILLIP POPE, DONNA MARIE BOWMAN, WILDA GREY TAYLOR AND BRENDA BELLINGER, AS TRUSTEES UNDER THE MARY W. POPE FAMILY IRREVOCABLE LIVING TRUST AGREEMENT, AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from James Phillip Pope, Donna Marie Bowman, Wilda Grey Taylor and Brenda Bellinger, as Trustees under the Mary W. Pope Family Irrevocable Living Trust Agreement dated June 20, 1996, a Utility Easement dated December 27, 2010, and recorded in Official Records Book 3999, Page 192, Public Records of Lake County, Florida, conveying certain real property located in Section 22, Township 19 South, Range 24 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

CFN 2011011019
Bk 03999 Pgs 0192 - 1967 (5pgs)
DATE: 02/03/2011 03:13:35 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 44.00
DEED DOC 0.70
INDEXING FEES 2.00

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 27TH day of DECEMBER, 2010, by JAMES PHILLIP POPE, DONNA MARIE BOWMAN, WILDA GREY TAYLOR, & BRENDA BELLINGER, AS TRUSTEES UNDER THE MARY W. POPE FAMILY IRREVOCABLE LIVING TRUST AGREEMENT DATED JUNE 20, 1996, whose address is 2700 Wright Ave., Winter Park, FL 32789, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property in Lake County, Florida:

The East 10 feet of the following described parcel of real property:

The South 135 feet of the North 168 feet of the West 100 feet of the East 785 feet of the NE 1/4 of the NW 1/4 of Section 22, Township 19 South, Range 24 East, Lake County, Florida.

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, stormwater drainage, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

N. WAYNE STAINBACK

(Type or print name of Witness)

John H. Mesley

(Type or print name of witness)

GRANTOR:

James Phillip Pope
JAMES PHILLIP POPE

WITNESSES:

Robert W. Leetun
(Type or print name of witness)

Donna Marie Bowman
DONNA MARIE BOWMAN

MUOIRAN NGUYEN
(Type or print name of witness)

WITNESSES:

Bob Evans
(Type or print name of witness)

Wilda Grey Taylor
WILDA GREY TAYLOR

Lester Lito
(Type or print name of witness)

WITNESSES:

Ashley Nix

(Type or print name of witness)

Heath S. Ledesma

(Type or print name of witness)

Brenda Bellinger

BRENDA BELLINGER

STATE OF NC
COUNTY OF Vance

BEFORE ME, the undersigned Notary Public, personally appeared JAMES PHILLIP POPE, who acknowledged before me that he executed this instrument on the 27th day of December, 2010, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Ramona O. Addington

NOTARY PUBLIC

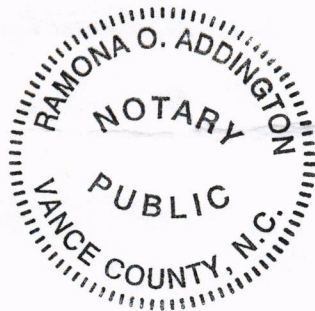
Ramona O. Addington

Type or print name of Notary

Commission Number

10/19/2013

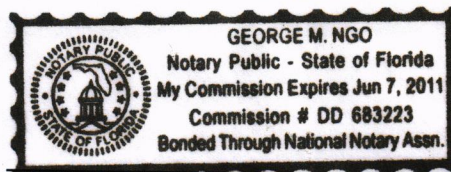
Commission expiration date



STATE OF Florida
COUNTY OF Orange

BEFORE ME, the undersigned Notary Public, personally appeared DONNA MARIE BOWMAN, who acknowledged before me that she executed this instrument on the 10th day of January, 2011, and who was either ☐ personally known to me, or who ☒ produced Florida Drivers license as identification.

George Ngo
NOTARY PUBLIC
George Ngo
Type or print name of Notary



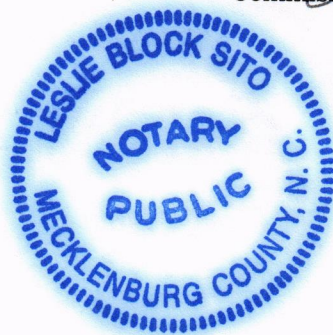
Commission Number
6/07/2011
Commission expiration date

STATE OF North Carolina
COUNTY OF Gaston

BEFORE ME, the undersigned Notary Public, personally appeared WILDA GREY TAYLOR, who acknowledged before me that she executed this instrument on the 17 day of January, 2011, and who was either ☐ personally known to me, or who ☐ produced NC DL license as identification.

Leslie Block Sito
NOTARY PUBLIC
Leslie Block Sito
Type or print name of Notary

Commission Number
July 3rd 2013
Commission expiration date



STATE OF Florida
COUNTY OF NASSH

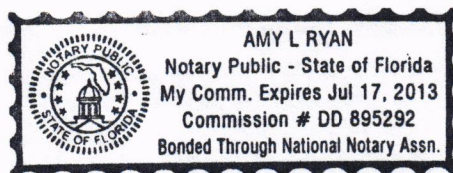
BEFORE ME, the undersigned Notary Public, personally appeared BRENDA BELLINGER, who acknowledged before me that she executed this instrument on the 13 day of January, 2011, and who was either ☐ personally known to me, or who ☒ produced RL DL as identification.

Amy L Ryan
NOTARY PUBLIC

Commission Number _____

Amy L Ryan
Type or print name of Notary

Commission expiration date _____



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from MD Expansion, LLC, to the City of Leesburg, Florida, for property lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from MD Expansion, LLC.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated August 28, 2014, and recorded on September 5, 2014. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:42:22 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM MD EXPANSION, LLC, TO THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from MD Expansion, LLC., a Utility Easement dated August 28, 2014, and recorded in Official REcords Book 4522, Pages 2451-2453, Public Records of Lake County, Florida, conveying certain real property located in Section 19, Township 19 South, Range 25 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2014097272
OR BK 4522 PG 2451 - 2453 (3 PGS)
DATE: 9/5/2014 10:33:42 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00 DEED DOC \$0.70



Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 28th day of August, 2014, by **MD EXPANSION, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose address is 18550 US Highway 441, Mount Dora, Florida 32757, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

PROPOSED UTILITY EASEMENTS 1, 2, 3 and 4 AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

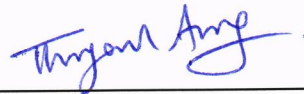
{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESSES (two required)

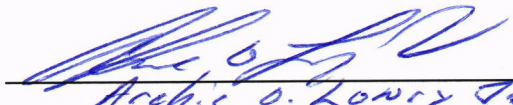
GRANTOR: MD EXPANSION, LLC



Sidney Morgan
(Type or print name of Witness)

BY: 

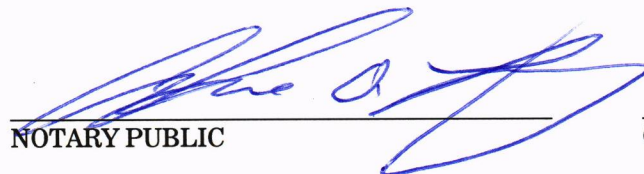
MA THUZAR AUNG, Manager



Archie O. Lowry Jr.
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Marion

BEFORE ME, the undersigned Notary Public, personally appeared Ma Thuzar Aung, as Manager of MD Expansion, LLC, who acknowledged before me that he executed this instrument on the 28 day of August, 2014, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.



NOTARY PUBLIC

Commission Number

Type or print name of Notary

Commission expiration date



PROPOSED EASEMENT
DETAIL PAGE

DESCRIPTION PROPOSED UTILITY EASEMENT #1

That portion of the East 303.52 feet of the West 321.25 feet of the South 825.00 feet of Government Lot 5, Section 19, Township 19 South, Range 25 East, Lake County, Florida. Less and except road right-of-ways, described as follows:
Commence at the Southwest corner of said Government Lot 5, run thence South 89°28'18" East (bearings based on Florida Grid East Zone, NAD 83/90) 25.73 feet along the South Boundary of said Government Lot 5 to the Point of Beginning of this description; from said Point of Beginning, departing said South boundary, run thence North 00°38'53" East parallel with the West boundary of said Government Lot 5 a distance of 724.44 feet to a point on the Southerly right-of-way of U.S. Highway 441; from said point, run thence North 53°35'58" East a distance of 0.46 feet to the Point of Curvature of a non-tangent curve concave Southeasterly having a radius of 1810.08 feet; thence Northeasterly along said right-of-way curve through a central angle of 05°40'20" an arc distance of 179.19 feet and a chord bearing and distance of North 58°22'04" East 179.12 feet; thence leaving said Southerly right-of-way of U.S. Highway 441, run thence South 89°28'18" East 38.57 feet along the North boundary of the South 825.00 feet of said Government Lot 5; thence departing said North boundary, run thence South 00°31'42" West a distance of 10.00 feet to the Point of Curvature of a curve concave Northeasterly having a radius of 30.00 feet; thence Southeasterly along said curve through a central angle of 90°00'00" an arc distance of 47.12 feet to the Point of Tangency; thence South 89°28'18" East a distance of 78.37 feet to a point on the East boundary of the West 321.25 feet of said Government Lot 5; from said point, run thence South 00°38'53" West along the East boundary of the West 321.25 feet a distance of 10.00 feet; departing said East boundary, run thence North 89°28'18" West 197.12 feet; thence South 55°58'52" West 101.40 feet to a point that is 40.73 feet East of when measured at right angles to the West boundary of said Government Lot 5; from said point, run thence South 00°38'53" West parallel with the West boundary of said Government Lot 5 a distance of 509.62 feet; thence South 44°10'30" East 10.78 feet; thence South 00°39'56" West 122.60 feet; thence South 23°09'56" East 19.74 feet; thence South 00°38'53" West parallel with the West boundary of said Government Lot 5 a distance of 59.39 feet to a point on the South boundary of said Government Lot 5; from said point, run thence North 89°28'18" West 15.00 feet along the South boundary of said Government Lot 5 to the Point of Beginning.

DESCRIPTION PROPOSED UTILITY EASEMENT #2

That portion of the East 303.52 feet of the West 321.25 feet of the South 825.00 feet of Government Lot 5, Section 19, Township 19 South, Range 25 East, Lake County, Florida. Less and except road right-of-ways, described as follows:
Commence at the Southwest corner of said Government Lot 5, run thence South 89°28'18" East (bearings based on Florida Grid East Zone, NAD 83/90) 40.73 feet along the South Boundary of said Government Lot 5; departing said South boundary, run thence North 00°38'53" East 59.39 feet parallel with the West boundary of said Government Lot 5; thence North 23°09'56" East 19.74 feet; thence North 00°39'56" East 122.60 feet; thence North 44°10'30" West 10.78 feet; thence North 00°38'53" East parallel with the West boundary of said Government Lot 5 a distance of 178.13 feet to the Point of Beginning of this description; from said Point of Beginning, run thence South 89°21'07" East 138.09 feet; thence North 00°34'58" East 7.50 feet; thence North 89°21'07" West 138.08 feet to a point that is North 00°38'53" East of the Point of Beginning; from said point, run thence South 00°38'53" West 7.50 feet to the Point of Beginning.

DESCRIPTION PROPOSED UTILITY EASEMENT #3

That portion of the East 303.52 feet of the West 321.25 feet of the South 825.00 feet of Government Lot 5, Section 19, Township 19 South, Range 25 East, Lake County, Florida. Less and except road right-of-ways, described as follows:
Commence at the Southwest corner of said Government Lot 5, run thence South 89°28'18" East (bearings based on Florida Grid East Zone, NAD 83/90) 40.73 feet along the South Boundary of said Government Lot 5; departing said South boundary, run thence North 00°38'53" East 59.39 feet parallel with the West boundary of said Government Lot 5; thence North 23°09'56" East 19.74 feet; thence North 00°39'56" East 122.60 feet; thence North 44°10'30" West 10.78 feet; thence North 00°38'53" East parallel with the West boundary of said Government Lot 5 a distance of 307.14 feet to the Point of Beginning of this description; from said Point of Beginning, run thence South 89°10'14" East 137.94 feet; thence North 00°34'58" East 10.00 feet; thence North 89°10'14" West 137.93 feet to a point that is North 00°38'53" East of the Point of Beginning; from said point, run thence South 00°38'53" West 10.00 feet to the Point of Beginning.

DESCRIPTION PROPOSED UTILITY EASEMENT #4

That portion of the East 303.52 feet of the West 321.25 feet of the South 825.00 feet of Government Lot 5, Section 19, Township 19 South, Range 25 East, Lake County, Florida. Less and except road right-of-ways, described as follows:
Commence at the Southwest corner of said Government Lot 5, run thence South 89°28'18" East (bearings based on Florida Grid East Zone, NAD 83/90) 40.73 feet along the South Boundary of said Government Lot 5; departing said South boundary, run thence North 00°38'53" East 59.39 feet parallel with the West boundary of said Government Lot 5; thence North 23°09'56" East 19.74 feet; thence North 00°39'56" East 122.60 feet; thence North 44°10'30" West 10.78 feet; thence North 00°38'53" East parallel with the West boundary of said Government Lot 5 a distance of 317.14 feet; thence South 89°10'14" East 137.93 feet to the Point of Beginning of this description; from said Point of Beginning, run thence North 00°34'58" East 63.58 feet; thence North 00°38'53" East 153.19 feet; thence North 00°38'53" East 110.82 feet; thence South 89°28'18" East 10.00 feet to a point on the East boundary of the West 321.25 feet of said Government Lot 5; from said point, run thence South 00°38'53" West along the East boundary of the West 321.25 feet a distance of 116.62 feet; departing said East boundary, run thence South 00°38'53" West 153.18 feet; thence South 00°34'58" West 314.88 feet; thence North 89°21'07" West 10.00 feet; thence North 00°34'58" East 257.07 feet to the Point of Beginning.

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	90°00'00"	30.00	47.12	30.00	42.43	S44°28'18"E

U.S. HIGHWAY NO. 441
STATE ROAD NO. 500

NOT INCLUDED

OLD TAVARES ROAD 1-4621

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LINE	LENGTH	BEARING
L14	38.27	N89°28'18"W
L15	17.73	N89°28'18"W
L16	5.67	S89°28'18"E
L17	33.63	N00°26'25"E
L18	18.96	N00°23'09"E
L19	8.99	S89°28'18"E
L20	59.72	N89°08'53"E
L21	26.53	S55°00'22"W
L22	10.00	S00°31'42"W
L23	78.29	S89°28'18"E
L24	6.46	N53°35'58"E
L25	10.02	N53°35'58"E
L26	0.00	N89°28'18"W

GRAPHIC SCALE

1 inch = 40 ft.

FERN PARK, PLAT BOOK 15, PAGE 20

Sheet 2 of 2

L.B.#6451

McGlothlen Land Surveyor, Inc.

P.O. Box 490841

1501 Alton Drive

Fort Lauderdale, FL 33304

(352) 558-9089 fax (352) 558-2326

CLIENT: Ming Chang and Thomas Adams

SURVEY DATE: APRIL 08, 2013

REVISIONS

SCALE: 1" = 40' (includes #30509)

CHANGES: (NONE)

Checked by: T.M. Drawn by: C.S.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Leesburg Regional Medical Center, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Leesburg Regional Medical Center, Inc.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated October 3, 2013, and recorded on October 18, 2013. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:44:03 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM LEESBURG REGIONAL MEDICAL CENTER, INC., AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from Leesburg Regional Medical Center, Inc., a Utility Easement dated October 3, 2013, and recorded in Official Records Book 4393, Pages 874-875, Public Records of Lake County, Florida, conveying certain real property located in Section 25, Township 19 South, Range 24 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357



INSTRUMENT #2013115669
OR BK 4393 PG 874 - 875 (2 PGS)
DATE: 10/18/2013 11:15:20 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 3rd day of October, 2013, by **LEESBURG REGIONAL MEDICAL CENTER, INC.**, whose address is 600 East Dixie Avenue, Leesburg, Florida 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE WITH THE WEST RIGHT-OF-WAY LINE OF LAKE STREET AND RUN SOUTH 89°00'47" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE 1247.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CHILDS STREET; THENCE NORTH 01°20'45" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF CHILDS STREET 805.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PINE STREET; THENCE NORTH 89°40'46" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF PINE STREET 10.00 FEET; THENCE SOUTH 01°20'45" EAST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF CHILDS STREET 779.90 FEET TO A POINT THAT IS 25 FEET NORTH OF WHEN MEASURED AT RIGHT ANGLES THERETO THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE; THENCE NORTH 89°00'47" EAST PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE 426.99 FEET; THENCE SOUTH 00°59'13" EAST 5.00 FEET TO A POINT THAT IS 20 FEET NORTH OF WHEN MEASURED AT RIGHT ANGLES THERETO THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE; THENCE NORTH 89°00'47" EAST PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE 810.75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LAKE STREET; THENCE SOUTH 01°19'49" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF LAKE STREET 20.00 FEET TO THE POINT OF BEGINNING.

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining

real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: LEESBURG REGIONAL
MEDICAL CENTER, INC.

E. Janette Mitchell
E. JANETTE MITCHELL
(Type or print name of Witness)

BY: [Signature]
DONALD G. HENDERSON, President

Christa Jergens
CHRISTA JERGENS
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Donald G. Henderson, as President of Leesburg Regional Medical Center, Inc., who acknowledged before me that he executed this instrument on the 3rd day of October, 2013, and who was either ☐ personally known to me, or who ☐ produced _____ as identification.

[Signature]
NOTARY PUBLIC
RICAFLO L. LAMPP
Type or print name of Notary

EE024142
Commission Number
09/08/14
Commission expiration date



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from East Coast Waffles, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 22, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from East Coast Waffles, Inc.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated December 28, 2012, and recorded on January 25, 2013. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:44:37 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM EAST COAST WAFFLES, INC., AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from East Coast Waffles, Inc., a Utility Easement dated December 28, 2012, and recorded in Official Records Book 4271, Pages 399-408, Public Records of Lake County, Florida, conveying certain real property located in Section 22, Township 19 South, Range 25 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357



Utility Easement

INSTRUMENT #2013009914
OR BK 4271 PG 399 - 408 (10 PGS)
DATE: 1/25/2013 10:48:40 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$86.50 DEED DOC \$0.70

RESERVED FOR RECORDING

THIS EASEMENT given the 28 day of DECEMBER, 2012, by EAST COAST WAFFLES, INC., whose address is 5986 Financial Drive, Norcross, GA 30071, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESSES (two required)



(Type or print name of Witness)

Robert A. Pence
ROBERT A. PENCE

(Type or print name of witness)

GRANTOR: EAST COAST WAFFLES, INC.

BY: 

JEFFREY S. COLE, Vice Pres.
Authorized Signatory pursuant to a
Unanimous Written Consent of Board
Of Directors of East Coast Waffles, Inc.
Dated September 6, 2011

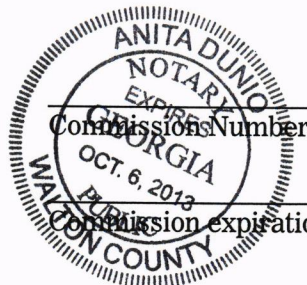
STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Gwinnett

BEFORE ME, the undersigned Notary Public, personally appeared Jeffrey S. Cole, as Vice President of Real Estate for East Coast Waffles, Inc., who acknowledged before me that he executed this instrument on the 28 day of DECEMBER, 2012, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Anita Dunio

NOTARY PUBLIC
ANITA DUNIO

Type or print name of Notary



Commission Number

Commission expiration date

Sketch & Description

Legal Description:

That portion of Lot 4, Block 45, and Lot 1, Block 46, of the revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates, recorded in Plat Book 10, Pages 66 through 69, Public Records of Lake County, Florida, described as follows:

Begin at the Northwest corner of Lot 1, Block 46, of the above said revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates; thence run North 00 degrees 44 minutes 58 seconds East along the West line of Lot 4, of Block 45 of said subdivision, a distance of 146.50 feet to the Southwesterly right-of-way line of State Road 500, U.S. Highway 441; thence run South 71 degrees 26 minutes 06 seconds East along said right-of-way line a distance of 7.88 feet; thence departing said right-of-way line run South 00 degrees 44 minutes 58 seconds West, a distance of 144.04 feet, Thence run South 00 degrees 22 minutes 25 seconds West, a distance of 197.11 feet; thence run North 89 degrees 37 minutes 35 seconds West, a distance of 7.50 feet to the West line of above said Lot 1, of Block 46; thence run North 00 degrees 22 minutes 25 seconds East along said West line, a distance of 197.11 feet to the Point of Beginning.

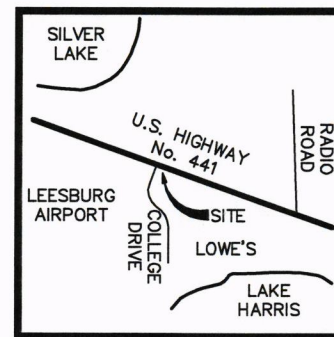
Containing 2568.02 square feet more or less.

A B B R E V I A T I O N L E G E N D:

P.R.M. - PERMANENT REFERENCE MONUMENT	C.M. - CONCRETE MONUMENT	EL - ELEVATION	CONC. - CONCRETE	W.M. - WATER METER
P.O.C. - POINT OF COMMENCEMENT	P.B. - PLAT BOOK	A/C - AIR CONDITIONER	C.L.F. - CHAIN LINK FENCE	F.H. - FIRE HYDRANT
P.C. - POINT OF CURVATURE	Pg. - PAGE	TYP. - TYPICAL	W.F. - WOOD FENCE	N & D - NAIL AND DISC
P.R.C. - POINT OF REVERSE CURVATURE	N.R. - NON-RADIAL	U.E. - UTILITY EASEMENT	C & G - CURB & GUTTER	B.M. - BENCH MARK
P.C.C. - POINT OF COMPOUND CURVATURE	RAD. - RADIAL	D.E. - DRAINAGE EASEMENT	CATV - CABLE TELEVISION RISER	P.W.T. - PAVEMENT
P.T. - POINT OF TANGENCY	R. - RADIUS	F.F. - FINISHED FLOOR	TELE - TELEPHONE RISER	F.B. - FIELD BOOK
P.I. - POINT OF INTERSECTION	L. - ARC LENGTH	B.S. - BUILDING SETBACK	TRANS - TRANSFORMER PAD	M.H. - MANHOLE
P.C.P. - PERMANENT CONTROL POINT	Δ - DELTA	C.B.S. - CONCRETE BLOCK STRUCTURE	L.P. - LIGHT POLE	(A) - ACTUAL
P.O.L. - POINT ON LINE	R.P. - RADIUS POINT	(P) - PLAT	P.P. - POWER POLE	I.D. - IDENTIFICATION
C.B. - CHORD BEARING	R/W - RIGHT-OF-WAY	(M) - MEASURED	EM - ELECTRIC METER	FND - FOUND
T.B. - TANGENT BEARING	CL - CENTER LINE	(C) - CALCULATED	R/W - RIGHT OF WAY	EOP - EDGE OF PAVEMENT

Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATA AS BEING N 90°00'00" W ALONG THE SOUTH LINE OF LOT 2, AS SHOWN.
3. THE "LAND DESCRIPTION" HEREON WAS WRITTEN BY THIS SURVEYOR PER THE CLIENTS REQUEST.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
5. THIS IS NOT BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP..



General Vicinity Map:

N.T.S.

Surveyor's Certification:

I hereby certify that the attached "Sketch & Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as done under my direction on March 26, 2012. I further certify that this "Sketch & Description" meets the minimum technical standards set forth in chapter 5J-17 of the Florida Administrative Code.

Date: 3/26/12

Project No. 060-WHC-003
Dwg file: 060-WHC-003

NOT VALID WITHOUT SHEET 2

W. C. Elliott, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 5599

DRAWN: WCE
APPROVED: WCE
DATE: 3/26/12
SCALE: N/A

Sketch & Description

East Coast Waffles, Inc..

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
& Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
(407) 402-2331
License Business # 7899

SHEET

1

OF 2

Sketch & Description



**STATE ROAD No. 500
(U. S. HIGHWAY No. 441)**
(200' PUBLIC RIGHT-OF-WAY PER FDOT MAP)
PAVED DIVIDED HIGHWAY

S 71°26'06" E
7.88'

BEING THE SOUTHERLY RIGHT-OF-WAY LINE ON
STATE ROAD No. 500 (U.S. HIGHWAY No. 441)

NOT PLATTED

P.O.B.

NW. CORNER OF
LOT 1, BLOCK 46
FOUND 6 x 6
CONCRETE MONUMENT
TOP BROKEN IRON ROD
GOOD NO ID

N 00°44'58" E 146.50'
WEST LINE OF LOT 4
S 00°44'58" W 144.04'

N 00°22'25" E 197.11'
WEST LINE OF LOT 1
S 00°22'25" W 197.11'

7.50'
N 89°37'35" W

LOT 4,
BLOCK 45,
OF THE REVISED AND CORRECTED PLAT OF
RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
ESTATES P.B. 10, PGS 66 -- 69

SOUTH LINE OF LOT 4
NORTH LINE OF LOT 1

SITE

OVERTON ROAD

(30' PUBLIC RIGHT-OF-WAY PER PLAT)

NOT OPEN
ROADWAY STATED VACATED ON ENGINEERING PLANS
FURNISHED IN OTHER DOCUMENTS PER TITLE COMMITMENT BUT
NO VACATE DOCUMENTS FURNISHED

NOT PLATTED

LOT 1,
BLOCK 46,
OF THE REVISED AND CORRECTED PLAT OF
RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
ESTATES P.B. 10, PGS 66 -- 69

DRAWN: WCE

APPROVED: WCE

DATE: 3/26/12

SCALE: 1" = 30'

Sketch & Description

East Coast Waffles, Inc..

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
& Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
(407) 402-2331
License Business # 7899

SHEET

2

OF 2

Sketch & Description

Legal Description:

That portion of Lot 4, Block 45, and Lot 1, Block 46, of the revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates, recorded in Plat Book 10, Pages 66 through 69, Public Records of Lake County, Florida, described as follows:

Commence at the Northwest corner of Lot 1, Block 46, of the above said revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates; thence run North 00 degrees 44 minutes 58 seconds East along the West line of Lot 4, of Block 45 of said subdivision, a distance of 114.99 feet to the Point of Beginning; thence continue North 00 degrees 44 minutes 58 seconds East, along the said West line, a distance of 31.51 feet, to the Southwesterly right-of-way line of State Road 500, U.S. Highway 441; thence run South 71 degrees 26 minutes 06 seconds East along said right-of-way line a distance of 113.67 feet; thence departing said right-of-way line run South 00 degrees 22 minutes 25 seconds West, a distance of 31.58 feet; thence run North 71 degrees 26 minutes 06 seconds West, a distance of 113.89 feet, to the Point of Beginning.

Containing 3433.20 square feet more or less.

A B B R E V I A T I O N L E G E N D:

P.R.M. - PERMANENT REFERENCE MONUMENT
P.O.C. - POINT OF COMMENCEMENT
P.C. - POINT OF CURVATURE
P.R.C. - POINT OF REVERSE CURVATURE
P.C.C. - POINT OF COMPOUND CURVATURE
P.T. - POINT OF TANGENCY
P.I. - POINT OF INTERSECTION
P.C.P. - PERMANENT CONTROL POINT
P.O.L. - POINT ON LINE
C.B. - CHORD BEARING
T.B. - TANGENT BEARING

C.M. - CONCRETE MONUMENT
P.B. - PLAT BOOK
Pg. - PAGE
N.R. - NON-RADIAL
RAD. - RADIAL
R. - RADIUS
L. - ARC LENGTH
Δ - DELTA
R.P. - RADIUS POINT
R/W - RIGHT-OF-WAY
C - CENTER LINE

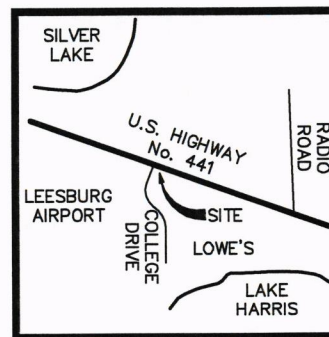
EL. - ELEVATION
A/C - AIR CONDITIONER
TYP. - TYPICAL
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
F.F. - FINISHED FLOOR
B.S. - BUILDING SETBACK
C.B.S. - CONCRETE BLOCK STRUCTURE
(P) - PLAT
(M) - MEASURED
(C) - CALCULATED

CONC. - CONCRETE
C.L.F. - CHAIN LINK FENCE
W.F. - WOOD FENCE
C & G - CURB & GUTTER
CATV - CABLE TELEVISION RISER
TELE - TELEPHONE RISER
TRANS - TRANSFORMER PAD
L.P. - LIGHT POLE
P.P. - POWER POLE
EM - ELECTRIC METER
R/W - RIGHT OF WAY

W.M. - WATER METER
F.H. - FIRE HYDRANT
N & D - NAIL AND DISC
B.M. - BENCH MARK
P.V.M.T. - PAVEMENT
F.B. - FIELD BOOK
M.H. - MANHOLE
(A) - ACTUAL
I.D. - IDENTIFICATION
FND - FOUND
EOP - EDGE OF PAVEMENT

Survey Notes:

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2. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATA AS BEING N 90°00'00" W ALONG THE SOUTH LINE OF LOT 2, AS SHOWN.
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5. THIS IS NOT BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP,.



General Vicinity Map:

N.T.S.

Surveyor's Certification:

I hereby certify that the attached "Sketch & Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as done under my direction on March 26, 2012. I further certify that this "Sketch & Description" meets the minimum technical standards set forth in chapter 5J-17 of the Florida Administrative Code.

Date: 3/26/12

Project No. 060-WHC-003
Dwg file: 060-WHC-003

NOT VALID WITHOUT SHEET 2

W. C. Elliott, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 5599

DRAWN: WCE

APPROVED: WCE

DATE: 3/26/12

SCALE: N/A

Sketch & Description

East Coast Waffles, Inc..

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
& Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
(407) 402-2331
License Business # 7899

SHEET

1

OF 2

Sketch & Description



STATE ROAD No. 500
(U. S. HIGHWAY No. 441)
 (200' PUBLIC RIGHT-OF-WAY PER FDOT MAP)
 PAVED DIVIDED HIGHWAY

BEING THE SOUTHERLY RIGHT-OF-WAY LINE ON
 STATE ROAD No. 500 (U.S. HIGHWAY No. 441)

S 71°26'06" E 113.67'
 S 71°26'06" E 113.89'

S 00°22'25" W 31.58'

LOT 4,
 BLOCK 45,

OF THE REVISED AND CORRECTED PLAT OF
 RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
 ESTATES P.B. 10, PGS 66 -- 69

SOUTH LINE OF LOT 4
 NORTH LINE OF LOT 1

NOT PLATTED

P.O.B.

P.O.C.
 NW. CORNER OF
 LOT 1, BLOCK 46
 FOUND 6 x 6
 CONCRETE MONUMENT
 TOP BROKEN IRON ROD
 GOOD NO ID

WEST LINE OF LOT 4

N 00°44'58" E 31.51'

N 00°44'58" E 114.99'

WEST LINE OF LOT 1

SITE

OVERTON ROAD

(30' PUBLIC RIGHT-OF-WAY PER PLAT)
 NOT OPEN
 ROADWAY STATED VACATED ON ENGINEERING PLANS
 FURNISHED IN OTHER DOCUMENTS PER TITLE COMMITMENT BUT
 NO VACATE DOCUMENTS FURNISHED

NOT PLATTED

LOT 1,
 BLOCK 46,
 OF THE REVISED AND CORRECTED PLAT OF
 RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
 ESTATES P.B. 10, PGS 66 -- 69

NOT VALID WITHOUT SHEET 2

Project No. 060-WHC-003
 Dwg file: 060-WHC-003

DRAWN: WCE
APPROVED: WCE
DATE: 3/26/12
SCALE: 1" = 60'

Sketch & Description

East Coast Waffles, Inc..

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
 SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
 LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
 & Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
 (407) 402-2331
 License Business # 7899

SHEET

2

OF 2

Sketch & Description

Legal Description:

That portion of Lot 4, Block 45, and Lot 1, Block 46, of the revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates, recorded in Plat Book 10, Pages 66 through 69, Public Records of Lake County, Florida, described as follows:

Commence at the Northwest corner of Lot 1, Block 46, of the above said revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates; thence run North 00 degrees 44 minutes 58 seconds East along the West line of Lot 4, of Block 45 of said subdivision a distance of 146.50 feet to the Southwesterly right-of-way line of State Road 500, U.S. Highway 441, thence run South 71 degrees 26 minutes 06 seconds East along said right-of-way line a distance of 105.78 feet, to the Point of Beginning; thence continue along the said Southwesterly right-of-way line, run South 71 degrees 26 minutes 06 seconds East, a distance of 7.89 feet, thence departing said right-of-way line run South 00 degrees 22 minutes 25 seconds West, a distance of 308.12 feet; thence run North 89 degrees 37 minutes 35 seconds West, a distance of 7.50 feet; thence run North 00 degrees 22 minutes 25 seconds East along said West line, a distance of 310.59 feet to the Point of Beginning.

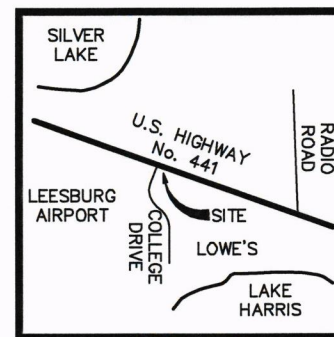
Containing 2320.15 square feet more or less.

A B B R E V I A T I O N L E G E N D:

P.R.M. - PERMANENT REFERENCE MONUMENT	C.M. - CONCRETE MONUMENT	EL. - ELEVATION	CONC. - CONCRETE	W.M. - WATER METER
P.O.C. - POINT OF COMMENCEMENT	P.B. - PLAT BOOK	A/C - AIR CONDITIONER	C.L.F. - CHAIN LINK FENCE	F.H. - FIRE HYDRANT
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P.R.C. - POINT OF REVERSE CURVATURE	N.R. - NON-RADIAL	U.E. - UTILITY EASEMENT	C & G - CURB & GUTTER	B.M. - BENCH MARK
P.C.C. - POINT OF COMPOUND CURVATURE	RAD. - RADIAL	D.E. - DRAINAGE EASEMENT	CATV - CABLE TELEVISION RISER	P.W.M. - PAVEMENT
P.T. - POINT OF TANGENCY	R. - RADIUS	F.F. - FINISHED FLOOR	TELE - TELEPHONE RISER	F.B. - FIELD BOOK
P.I. - POINT OF INTERSECTION	L. - ARC LENGTH	B.S. - BUILDING SETBACK	TRANS - TRANSFORMER PAD	M.H. - MANHOLE
P.C.P. - PERMANENT CONTROL POINT	Δ - DELTA	C.B.S. - CONCRETE BLOCK STRUCTURE	L.P. - LIGHT POLE	(A) - ACTUAL
P.O.L. - POINT ON LINE	R.P. - RADIUS POINT	(P) - PLAT	P.P. - POWER POLE	I.D. - IDENTIFICATION
C.B. - CHORD BEARING	R/W - RIGHT-OF-WAY	(M) - MEASURED	EM - ELECTRIC METER	FND - FOUND
T.B. - TANGENT BEARING	CL - CENTER LINE	(C) - CALCULATED	R/W - RIGHT OF WAY	EOP - EDGE OF PAVEMENT

Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATA AS BEING N 90°00'00" W ALONG THE SOUTH LINE OF LOT 2, AS SHOWN.
3. THE "LAND DESCRIPTION" HEREON WAS WRITTEN BY THIS SURVEYOR PER THE CLIENTS REQUEST.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
5. THIS IS NOT BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP..



General Vicinity Map:

N.T.S.

Surveyor's Certification:

I hereby certify that the attached "Sketch & Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as done under my direction on March 26, 2012. I further certify that this "Sketch & Description" meets the minimum technical standards set forth in chapter 5J-17 of the Florida Administrative Code.

Date: 3/26/12

Project No. 060-WHC-003
Dwg file: 060-WHC-003

NOT VALID WITHOUT SHEET 2

W. C. Elliott, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 5599

DRAWN: WCE
APPROVED: WCE
DATE: 3/26/12
SCALE: N/A

Sketch & Description

East Coast Waffles, Inc..

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
& Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
(407) 402-2331
License Business # 7899

SHEET

1

OF 2

Sketch & Description



STATE ROAD No. 500
(U. S. HIGHWAY No. 441)
 (200' PUBLIC RIGHT-OF-WAY PER FDOT MAP)
 PAVED DIVIDED HIGHWAY

BEING THE SOUTHERLY RIGHT-OF-WAY LINE ON
 STATE ROAD No. 500 (U.S. HIGHWAY No. 441)

NOT PLATTED

P.O.C.

NW CORNER OF
 LOT 1, BLOCK 46
 FOUND 6 x 6
 CONCRETE MONUMENT
 TOP BROKEN IRON ROD
 GOOD NO ID

S 71°26'06" E 105.78'

P.O.B.

310.59'

308.12'

LOT 4,
 BLOCK 45,

OF THE REVISED AND CORRECTED PLAT OF
 RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
 ESTATES P.B. 10, PGS 66 -- 69

SOUTH LINE OF LOT 4
 NORTH LINE OF LOT 1

OVERTON ROAD

(30' PUBLIC RIGHT-OF-WAY PER PLAT)
 NOT OPEN
 ROADWAY STATED VACATED ON ENGINEERING PLANS
 FURNISHED IN OTHER DOCUMENTS PER TITLE COMMITMENT BUT
 NO VACATE DOCUMENTS FURNISHED

SITE

N 00°22'25" E

S 00°22'25" W

7.50'

N 89°37'35" W

LOT 1,
 BLOCK 46,
 OF THE REVISED AND CORRECTED PLAT OF
 RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
 ESTATES P.B. 10, PGS 66 -- 69

NOT VALID WITHOUT SHEET 2

Project No. 060-WHC-003
 Dwg file: 060-WHC-003

DRAWN: WCE

APPROVED: WCE

DATE: 3/26/12

SCALE: 1" = 60'

Sketch & Description

East Coast Waffles, Inc.

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
 SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
 LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
 & Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
 (407) 402-2331
 License Business # 7899

SHEET

2

OF 2

Sketch & Description

Legal Description:

That portion of Lot 1, Block 46, of the revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates, recorded in Plat Book 10, Pages 66 through 69, Public Records of Lake County, Florida, described as follows:

Begin at the Northwest corner of Lot 1, Block 46, of the above said revised and corrected plat of Re-Subdivision of Subdivision of Silver Lake Estates, thence run South 00 degrees 22 minutes 25 seconds West along the West line of said Lot 1, a distance of 187.11 feet to the Point of Beginning; thence continue along the said West line run, South 00 degrees 22 minutes 25 seconds West, a distance of 10.00 feet; thence, leaving said West line, run South 89 degrees 37 minutes 35 seconds East, a distance of 108.95 feet; thence run North 00 degrees 22 minutes 25 seconds East, a distance of 10.00 feet; Thence run North 89 degrees 37 minutes 35 seconds West, a distance of 108.95 feet, to the Point of Beginning.

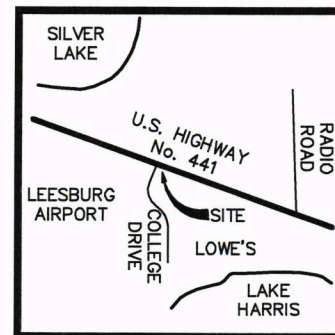
Containing 1089.50 square feet more or less.

A B B R E V I A T I O N L E G E N D :

P.R.M. - PERMANENT REFERENCE MONUMENT	C.M. - CONCRETE MONUMENT	EL. - ELEVATION	CONC. - CONCRETE	W.M. - WATER METER
P.O.C. - POINT OF COMMENCEMENT	P.B. - PLAT BOOK	A/C - AIR CONDITIONER	C.L.F. - CHAIN LINK FENCE	F.H. - FIRE HYDRANT
P.C. - POINT OF CURVATURE	Pg. - PAGE	TYP. - TYPICAL	W.F. - WOOD FENCE	N & D - NAIL AND DISC
P.R.C. - POINT OF REVERSE CURVATURE	N.R. - NON-RADIAL	U.E. - UTILITY EASEMENT	C & G - CURB & GUTTER	B.M. - BENCH MARK
P.C.C. - POINT OF COMPOUND CURVATURE	RAD. - RADIAL	D.E. - DRAINAGE EASEMENT	CATV - CABLE TELEVISION RISER	P.V.M.T. - PAVEMENT
P.T. - POINT OF TANGENCY	R. - RADIUS	F.F. - FINISHED FLOOR	TELE - TELEPHONE RISER	F.B. - FIELD BOOK
P.I. - POINT OF INTERSECTION	L. - ARC LENGTH	B.S. - BUILDING SETBACK	TRANS - TRANSFORMER PAD	M.H. - MANHOLE
P.C.P. - PERMANENT CONTROL POINT	Δ - DELTA	C.B.S. - CONCRETE BLOCK STRUCTURE	L.P. - LIGHT POLE	(A) - ACTUAL
P.O.L. - POINT ON LINE	R.P. - RADIUS POINT	(P) - PLAT	P.P. - POWER POLE	I.D. - IDENTIFICATION
C.B. - CHORD BEARING	R/W - RIGHT-OF-WAY	(M) - MEASURED	EM - ELECTRIC METER	FND - FOUND
T.B. - TANGENT BEARING	CL - CENTER LINE	(C) - CALCULATED	R/W - RIGHT OF WAY	EOP - EDGE OF PAVEMENT

Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATA AS BEING S 00°22'25" W ALONG THE WEST LINE OF LOT 1, AS SHOWN.
3. THE "LAND DESCRIPTION" HEREON WAS WRITTEN BY THIS SURVEYOR PER THE CLIENTS REQUEST.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
5. THIS IS NOT BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP..



General Vicinity Map:

N.T.S.

Surveyor's Certification:

I hereby certify that the attached "Sketch & Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as done under my direction on March 26, 2012. I further certify that this "Sketch & Description" meets the minimum technical standards set forth in chapter 5J-17 of the Florida Administrative Code.

Date: 3/26/12

Project No. 060-WHC-003
Dwg file: 060-WHC-003

NOT VALID WITHOUT SHEET 2

W. C. Elliott, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 5599

DRAWN: WCE
APPROVED: WCE
DATE: 3/26/12
SCALE: N/A

Sketch & Description

East Coast Waffles, Inc..

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
& Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
(407) 402-2331
License Business # 7899

SHEET

1

OF 2

Sketch & Description



STATE ROAD No. 500
(U. S. HIGHWAY No. 441)
 (200' PUBLIC RIGHT-OF-WAY PER FDOT MAP)
 PAVED DIVIDED HIGHWAY

BEING THE SOUTHERLY RIGHT-OF-WAY LINE ON
 STATE ROAD No. 500 (U.S. HIGHWAY No. 441)

NOT PLATTED

P.O.C.
 NW CORNER OF
 LOT 1, BLOCK 46
 FOUND 6 x 6
 CONCRETE MONUMENT
 TOP BROKEN IRON ROD
 GOOD NO ID

WEST LINE OF LOT 4

LOT 4,
 BLOCK 45,

OF THE REVISED AND CORRECTED PLAT OF
 RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
 ESTATES P.B. 10, PGS 66 -- 69

SOUTH LINE OF LOT 4
 NORTH LINE OF LOT 1

SITE

OVERTON ROAD

(30' PUBLIC RIGHT-OF-WAY PER PLAT)
 NOT OPEN

ROADWAY STATED VACATED ON ENGINEERING PLANS
 FURNISHED IN OTHER DOCUMENTS PER TITLE COMMITMENT BUT
 NO VACATE DOCUMENTS FURNISHED

WEST LINE OF LOT 1

187.11'

S 00°22'25" W

10.00'

P.O.B.

N 89°37'35" W 108.95'

S 89°37'35" E 108.95'

N 00°22'25" E

LOT 1,
 BLOCK 46,
 OF THE REVISED AND CORRECTED PLAT OF
 RE--SUBDIVISION OF SUBDIVISION OF SILVER LAKE
 ESTATES P.B. 10, PGS 66 -- 69

NOT VALID WITHOUT SHEET 2

Project No. 060-WHC-003
 Dwg file: 060-WHC-003

DRAWN: WCE
APPROVED: WCE
DATE: 3/26/12
SCALE: N/A

Sketch & Description

East Coast Waffles, Inc..

STATE ROAD No. 500, (U. S. HIGHWAY No. 441)
 SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST,
 LEESBURG, LAKE COUNTY, FLORIDA



**KLE Surveying
 & Mapping, Inc.**

121 Burns Avenue Longwood, FL 32750
 (407) 402-2331
 License Business # 7899

SHEET

2

OF 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Central Florida Health Alliance, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Block A according to the Plat of Hopson's Subdivision; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Central Florida Health Alliance, Inc.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated February 19, 2013, and recorded on March 1, 2013. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:45:18 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM CENTRAL FLORIDA HEALTH ALLIANCE, INC., AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN BLOCK A ACCORDING TO THE PLAT OF HOPSON'S SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from Central Florida Health Alliance, Inc., a Utility Easement dated February 19, 2013, and recorded in Official Records Book 4287, Pages 130-131, Public Records of Lake County, Florida, conveying certain real property located in Block A according to the plat of Hopson's Subdivision, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2013023709
OR BK 4287 PG 130 - 131 (2 PGS)
DATE: 3/1/2013 11:29:39 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$0.70



Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 19th day of February, 2013, by CENTRAL FLORIDA HEALTH ALLIANCE, INC., whose address is 600 East Dixie Avenue, Leesburg, Florida 34748, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

A 10 foot wide utility easement lying over, upon and through the following described parcel of land:

The North 10 feet of Lots 1, 2 and 3, Block "A", in Hopson's Subdivision of Block 57, in the City of Leesburg, Florida, according to the map or plat thereof as recorded in Plat Book 1, Page 69, Public Records of Lake County, Florida.

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named

above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: CENTRAL FLORIDA HEALTH
ALLIANCE, INC.

Kathy S. Magnuson
Kathy S. Magnuson
(Type or print name of Witness)

BY: [Signature]
DONALD G. HENDERSON, President

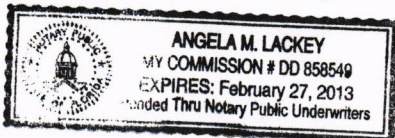
Joanne F. Bates
JOANNE F. BATES
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Donald G. Henderson, as President of Central Florida Health Alliance, Inc., who acknowledged before me that he executed this instrument on the 19th day of FEBRUARY, 2013, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Angela M Lackey
NOTARY PUBLIC
Angela M Lackey
Type or print name of Notary

858549
Commission Number
FEBRUARY 27, 2013
Commission expiration date



Legal Content Approved:
[Signature]
Compliance and Legal Dept.
Date _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Macedonia Church of The Living God, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Macedonia Church of The Living God, Inc.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated March 13, 2011, and recorded on March 29, 2011. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:45:57 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM MACEDONIA CHURCH OF THE LIVING GOD, INC., AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from Macedonia Church of The Living God, Inc., a Utility Easement date March 13, 2011, and recorded in Official Records Book 4015, Pages 2066-2069, Public Records of Lake County, Florida, conveying certain real property located in Section 15, Township 19 South, Range 24 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

RETURN

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 13th day of March, 2011, by MACEDONIA CHURCH OF THE LIVING GOD, INC., whose address is 1610 Griffin Road, Leesburg, FL 34748, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, stormwater and drainage, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESSES (two required)

GRANTOR: MACEDONIA CHURCH OF THE
LIVING GOD

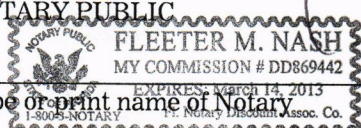
Douglas S. Major
Douglas S. Major
(Type or print name of Witness)

BY: Juanita Smalley
JUANITA SMALLEY, President

Charlene Y. Brown
CHARLENE Y. BROWN
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Juanita Smalley, as President of Macedonia Church of the Living God, Inc., who acknowledged before me that she executed this instrument on the 13th day of March, 2011, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Fleeter M. Nash
NOTARY PUBLIC

Type or print name of Notary

DD869442
Commission Number
3/14/2013
Commission expiration date

EXHIBIT "A"

PARENT PARCEL: OR. BOOK 1522, PAGE 1112, TO WIT;

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 RUN EAST ALONG THE SOUTH LINE THEREOF 273 FEET; THENCE NORTH 0°22'55" EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 33 FEET TO A POINT ON THE NORTH LINE OF THE RIGHT OF WAY OF GRIFFIN ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, CONTINUE NORTH 0°22'55" EAST 406 FEET; THENCE NORTH 89°46'12" WEST 273 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 0°22'55" WEST ALONG SAID WEST LINE TO THE NORTH LINE OF RIGHT OF WAY OF GRIFFIN ROAD; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

DESCRIPTION : 35' DRAINAGE & UTILITY EASEMENT

A 35 FOOT WIDE, PERPENDICULAR MEASURE, PARCEL OF LAND LYING EASTERLY OF AND CONTIGUOUS WITH THE WEST LINE OF THE SOUTHEAST QUARTER, (SE 1/4), OF THE SOUTHEAST QUARTER, (SE 1/4), OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN THE CITY OF LEESBURG, FLORIDA, LYING WITHIN THE ABOVE DESCRIBED PARENT PARCEL.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH 0°22'55" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 33 FEET TO A POINT ON THE NORTH LINE OF THE RIGHT OF WAY OF GRIFFIN ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 89°46'12" EAST, ALONG THE NORTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 35.00 FEET; THENCE RUN NORTH 0°22'55" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 406.00 FEET; THENCE RUN NORTH 89°46'12" WEST, A DISTANCE OF 35.00 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 0°22'55" WEST ALONG SAID WEST LINE, A DISTANCE OF 406.00 FEET TO THE NORTH LINE OF RIGHT OF WAY OF GRIFFIN ROAD, AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 16,100.000 SQUARE FEET OR 0.370 ACRE, MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Legal Descriptions as described in O R Book 1522 , page 1112, Section 15, Township 19 South, Range 24 East, Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Survey Division, under the direction of David Ough, Environmental Services, Maintenance Manager. for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 15-19-24

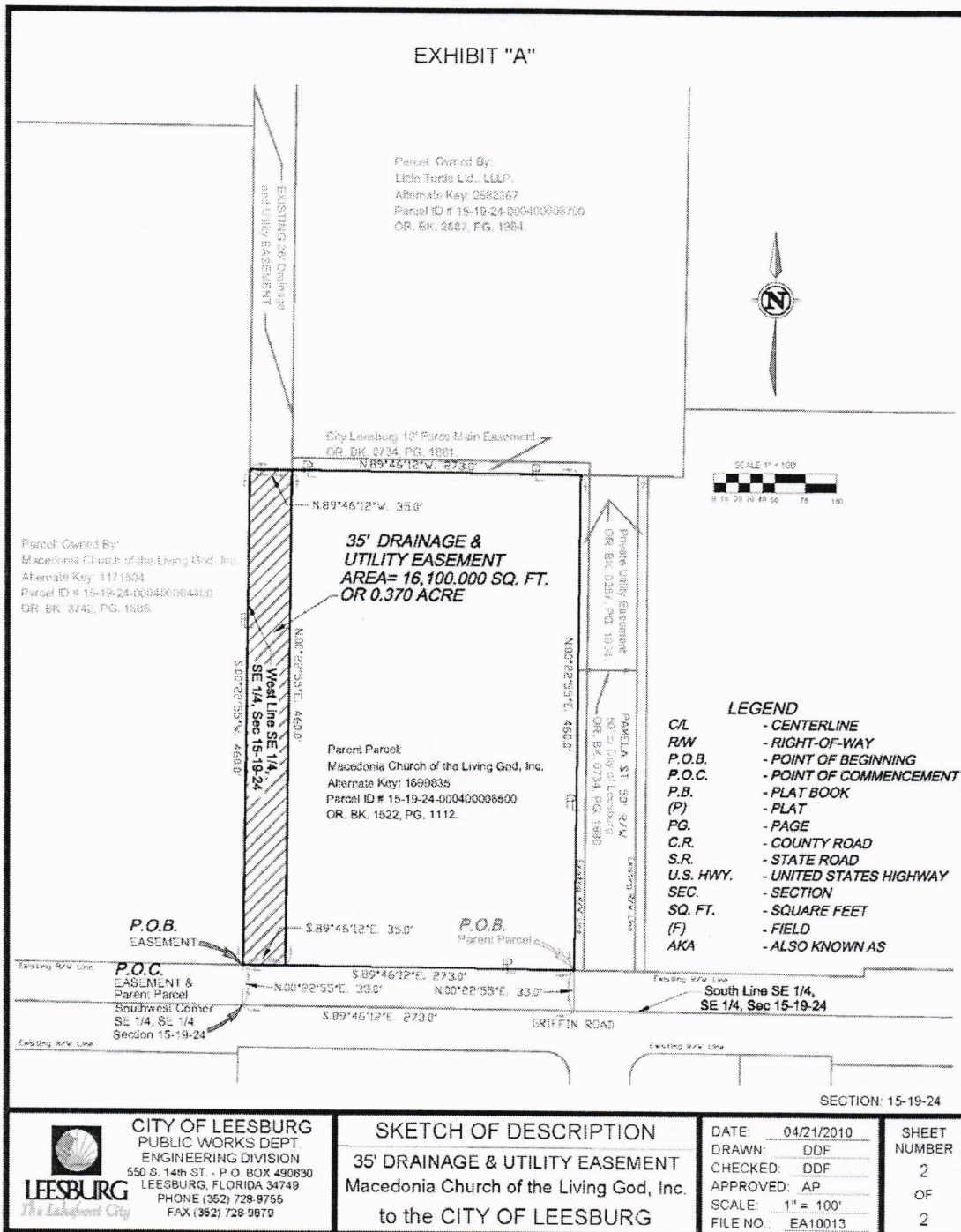


CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH OF DESCRIPTION
35' DRAINAGE & UTILITY EASEMENT
Macedonia Church of the Living God, Inc.
to the CITY OF LEESBURG

DATE:	04/21/2010	SHEET	
DRAWN:	DDF	NUMBER	
CHECKED:	DDF		1
APPROVED:	AP		OF
SCALE:	NTS		
FILE NO.:	EA10013		2

EXHIBIT "A"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from Mark D. Daigneau and Susan M. Daigneau, as Grantor, to the City of Leesburg, Florida, as Grantee, pertaining to land located along the South Line of Government Lot 4, in the City of Leesburg, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Temporary Construction Easement from Mark D. Daigneau and Susan M. Daigneau.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Temporary Construction Easement dated July 20, 2010, and recorded on July 23, 2010. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:46:33 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM MARK D. DAIGNEAU AND SUSAN M. DAIGNEAU, AS GRANTOR, TO THE CITY OF LEESBURG, FLORIDA, AS GRANTEE, PERTAINING TO LAND LOCATED ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida does hereby accept from Mark D. Daigneau and Susan M. Daigneau, a Temporary Construction Easement dated July 20, 2010, and recorded in Official Records Book 3930, Pages 956-957, Public Records of Lake County, Florida, conveying certain real property located along the south line of Government Lot 4 in the City of Leesburg, Lake County, Florida, and more particularly described in said Temporary Construction Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357



Temporary Construction Easement

CFN 2010074225
Bk 03930 Pgs 0956 - 957; (2pgs)
DATE: 07/23/2010 12:16:38 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 0.70

RESERVED FOR RECORDING

THIS EASEMENT given the 20 day of July, 2010, by **MARK D. DAIGNEAU & SUSAN M. DAIGNEAU, HUSBAND AND WIFE**, whose mailing address is P.O. Box 491117, Leesburg, FL 34749 - 1117, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a temporary construction easement over and across the following described real property:

From the Southwest corner of Government Lot 4 run South 89°40'10" East along the South line of Government Lot 4 925.0 feet to the Point of Beginning. From said Point of Beginning run North 0°17'00" East 100.00 feet to the South right of way of Griffin Road; thence North 89°40'10" West along right of way of Griffin Road 236.31 feet to a concrete monument; thence South 0°07'10" East 100.00 feet to the South line of Government Lot 4; thence South 89°40'10" East along said South line of Government Lot 4 to the Point of Beginning.

for the purpose of access to and from an adjacent body of water (Lake Lorraine) to facilitate the de-silting of the lake bottom in certain areas, and other water body and drainage improvements. This temporary construction easement shall exist for a term of 120 days from the date of its recording in the Public Records of Lake County, Florida, or until completion of the project, whichever first occurs, and anyone examining title to the parent tract over which the easement passes shall be entitled to presume conclusively that after the expiration of 120 days from the date of recording of this easement, it has been extinguished and no longer constitutes a cloud or encumbrance on the title of the Grantor. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given a license to cross the adjoining real property owned by Grantor, during the term of the temporary construction easement but not beyond, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property. In any litigation arising out of this Easement the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs in addition to any other relief granted.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESSES (two required)

GRANTOR:

RON WATSON
Ron Watson
(Type or print name of witness)

Ashley M. Jones
Ashley M. Jones
(Type or print name of witness)

MARK D. DAIGNEAU
MARK D. DAIGNEAU

SUSAN M. DAIGNEAU
SUSAN M. DAIGNEAU

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned Notary Public, personally appeared Mark D. Daigneau and Susan M. Daigneau, husband and wife, who acknowledged before me that they executed this instrument on the 20 day of July, 2010, and who were either personally known to me, or who produced as identification.

Ashley M. Jones
NOTARY PUBLIC
Ashley M. Jones
Type or print name of Notary

DD578260
Commission Number
July 26, 2010
Commission expiration date



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from James F. Parman and Barbara C. Parman, as Grantor, to the City of Leesburg, Florida, as Grantee, pertaining to land located on Lot 21, of Whispering Pines Annex No. 2, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Temporary Construction Easement from James F. Parman and Barbara C. Parman.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Temporary Construction Easement dated July 21, 2010, and recorded on July 30, 2010. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:47:13 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT FROM JAMES F. PARMAN AND BARBARA C. PARMAN, AS GRANTOR, TO THE CITY OF LEESBURG, FLORIDA, AS GRANTEE, PERTAINING TO LAND LOCATED ON LOT 21, OF WHISPERING PINES ANNEX NO. 2, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from James F. Parman and Barbara C. Parman, husband and wife, a Temporary Construction Easement dated July 21, 2010, and recorded in Official Records Book 3932, Pages 2087-2088, Public Records of Lake County, Florida, conveying certain real property located in Lot 21, of Whispering Pines Annex No. 2, Lake County, Florida, and more particularly described in said Temporary Construction Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

CFN 2010076807
Bk 03932 Pgs 2087 - 2088 (2pgs)
DATE: 07/30/2010 09:50:48 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 0.70

Temporary Construction Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 21st day of July, 2010, by **JAMES F. PARMAN & BARBARA C. PARMAN, HUSBAND AND WIFE**, whose mailing address is 1002 Lee Lane, Leesburg, Florida 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a temporary construction easement over and across the following described real property:

Lot 21, WHISPERING PINES ANNEX NO. 2, according to the plat thereof recorded in Plat Book 13, Page 15, Public Records of Lake County, Florida.

for the purpose of access to and from an adjacent body of water (Lake Lorraine) to facilitate the de-silting of the lake bottom in certain areas, and other water body and drainage improvements. This temporary construction easement shall exist for a term of 120 days from the date of its recording in the Public Records of Lake County, Florida, or until completion of the project, whichever first occurs, and anyone examining title to the parent tract over which the easement passes shall be entitled to presume conclusively that after the expiration of 120 days from the date of recording of this easement, it has been extinguished and no longer constitutes a cloud or encumbrance on the title of the Grantor. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given a license to cross the adjoining real property owned by Grantor, during the term of the temporary construction easement but not beyond, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property. In any litigation arising out of this Easement the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs in addition to any other relief granted.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

William Hill
William Hill
(Type or print name of witness)

Lee Ashby
Lee Ashby
(Type or print name of witness)

GRANTOR:

James F. Parman
JAMES F. PARMAN

Barbara C. Parman
BARBARA C. PARMAN

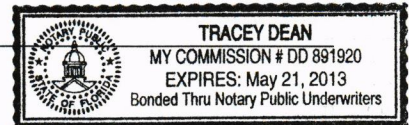
STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared James F. Parman and Barbara C. Parman, husband and wife, who acknowledged before me that they executed this instrument on the 21st day of July, 2010, and who were either _____ personally known to me, or who ✓ produced Florida Drivers Lic. James Parman P655446416530 exp 2/13/11 as identification. Barbara Parman P655063418692 exp 10/9/14

Tracey Dean.
NOTARY PUBLIC
Tracey Dean
Type or print name of Notary

Commission Number

Commission expiration date



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: January 10, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from PKAA Enterprises, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from PKAA Enterprises, Inc.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Utility Easement dated December 5, 2011, and recorded on December 8, 2011. For whatever reason, this easement was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/5/2022 10:48:48 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM PKAA ENTERPRISES, INC., AS GRANTOR, TO THE CITY OF LEESBURG, AS GRANTEE, PERTAINING TO LAND LOCATED IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from PKAA Enterprises, Inc., a Utility Easement dated December 5, 2011, and recorded in Official Records Book 4102, Pages 801-805, Public Records of Lake County, Florida, conveying certain real property located in Section 26, Township 19 South, Range 24 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

B
RETURN

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2011117932
OR BK 4102 PG 801 - 805 (5 PGS)
DATE: 12/8/2011 11:38:57 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$44.00 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 5th day of January, 2011, by PKAA ENTERPRISES, INC., whose address is 4026 Greystone Drive, Clermont, FL 34711, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED AND DEPICTED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: PKAA ENTERPRISES, INC.

Mary Riley
Mary Riley
(Type or print name of Witness)

BY: Peter A. Ankoh
PETER A. ANKOH, President

Barbara J. Heim
Barbara Heim
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Peter A. Ankoh as President of PKAA Enterprises, Inc., who acknowledged before me that he executed this instrument on the 5th day of December, 2011, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Linda S. Booth
NOTARY PUBLIC
Linda S. Booth
Type or print name of Notary

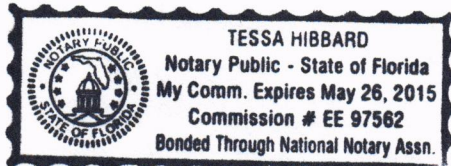
DD0756627
Commission Number
4/16/2012
Commission expiration date



JOINDER & CONSENT OF MORTGAGEE

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 4097, Page 608, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

CENTERSTATE BANK WEST FLORIDA, N.A.



BY: Steve Knowles
Steve Knowles
Type or print name and position or title

STATE OF Florida
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Steve Knowles
Vice President, the Vice President
of Centerstate Bank West Florida, N.A., who acknowledged before me that (s)he executed this
instrument on the 5th day of December, 2011, 2011, and who was either ☒
personally known to me, or who ☐ produced NA
as identification.

Tessa Hibbard
NOTARY PUBLIC

Commission Number

Type or print name of Notary

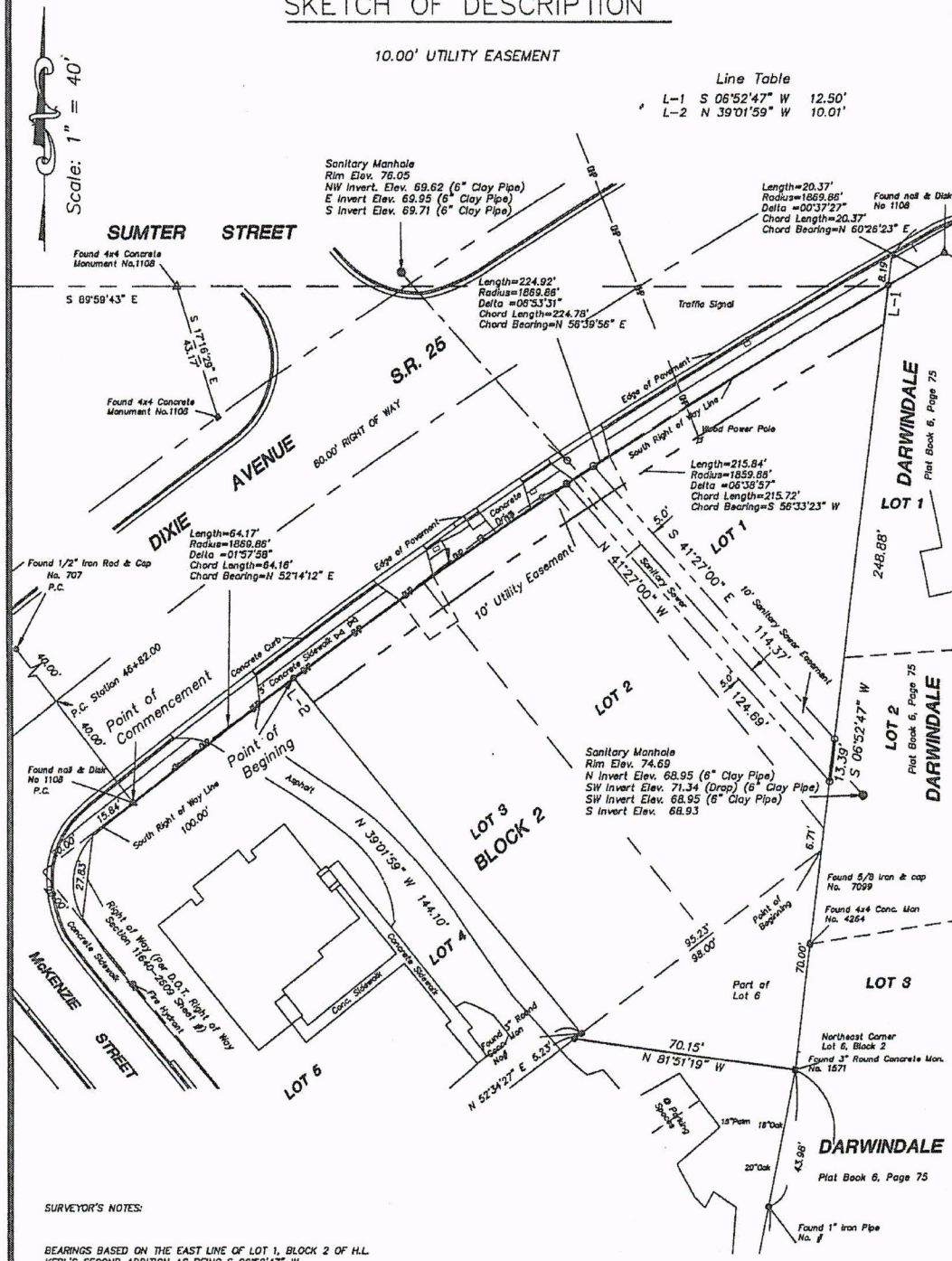
Commission expiration date

SKETCH OF DESCRIPTION

10.00' UTILITY EASEMENT

Line Table

L-1 S 06°52'47" W 12.50'
L-2 N 39°01'59" W 10.01'



SURVEYOR'S NOTES:

BEARINGS BASED ON THE EAST LINE OF LOT 1, BLOCK 2 OF H.L. KERL'S SECOND ADDITION AS BEING S 06°52'47" W.

Edward R. Petulla
11/29/11
EDWARD R. PETULLA,
PROFESSIONAL LAND SURVEYOR AND MAPPER,
FLORIDA REGISTRATION #4447

SHEET 1 of 2

PETULLA SURVEYING INC.

101 WEBER AVENUE
LEESBURG, FLORIDA 34748
(352) 753-3458 FAX: (352) 315-0500

EDWARD R. PETULLA
PROFESSIONAL LAND SURVEYOR AND MAPPER



Utility Easement	ERP	11/09/11		
REVISIONS	DRAWN	DATE	FB/PG	CHKD

Legal Description:

Commence at a point on the South Right of Way Line of Dixie Avenue (SR 25), 40.00 feet from centerline of said Dixie Avenue (SR 25) at the Beginning of a curve concave to the Southeast having a radius of 1869.86 feet, chord bearing of North 54°14'12" East and chord length of 64.16 feet, thence run Northeasterly along the arc thereof, through a central angle of 01°57'58" for 64.17 feet to a point on the said South Right of Way Line of Dixie Avenue (SR 25) the Point of Beginning; thence continuing along said South Right of Way Line on a curve concave to the Southeast having a radius of 1869.86 feet, chord bearing of North 56°39'56" East and a chord length of 224.78 feet, thence run Northeasterly along the arc thereof, through a central angle of 06°53'31" for 224.92 feet to the Northeast Corner and the West Line of Lot 1, Darwindale, Plat Book 6, Page 75; thence along said West Line of Darwindale South 06°52'47" East 12.50 feet to a point on said West Line; thence departing said West Line and parallel with the South Right of Way Line on a curve concave to the Southeast having a radius of 1859.86 feet, chord bearing of South 56°33'23" West and chord length of 215.72 feet, thence run southwesterly along the arc thereof, through a central angle of 06°38'57" for 215.84 feet to the West Line of Property; thence North 39° 01'59" West 10.01 feet to the point of Beginning.

SHEET 2 of 2

PETULLA SURVEYING INC.

101 WEBER AVENUE
LEESBURG, FLORIDA 34748
(352) 753-3458 FAX: (352) 315-0500

EDWARD R. PETULLA
PROFESSIONAL LAND SURVEYOR AND MAPPER



REVISIONS	DRAWN	DATE	FB/PG	CHKD

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: January 10, 2022

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving special transfers in Fiscal Year 21-22 from the Electric fund in the amount of \$400,000 and from the Wastewater fund in the amount of \$400,000 to the General Fund for the Downtown Building Redevelopment Grant Program; and providing an effective date.

Staff Recommendation:

Staff recommends approval of special transfers in FY 21-22 from the Electric Utility in the amount of \$400,000 and from the Wastewater Utility in the amount of \$400,000 to the General Fund for the Downtown Building Redevelopment Grant Program.

Analysis:

At the December 13, 2021 City Commission meeting, the Downtown Building Redevelopment Program was established and detailed using:

\$400,000 from Electric Fund Reserve Cash

\$400,000 from Wastewater Fund Reserve Cash

In making this transfer to the General Fund, the City must adhere to the cash policies adopted in Ordinance 07-80, Section 2-230. This section provides for utilization of surplus cash when cash exceeds 115% of the minimum acceptable level of cash reserve. Utilization of Surplus Cash can be approved for any one of the following: (1) elimination of shortfalls in related funds; (2) reduction or avoidance of debt, (3) funding of a renewal and replacement program, (4) one time capital needs, and (5) for use in funding tax, fee or rate stabiliation. In addition to the Surplus Cash test, Ordinance 07-82 provides for a five-year pro forma cash flow projection to determine the financial impact if any on the fund from which the transfer is drawn (attached).

The following test reflects the amount of Surplus Electric Cash available as of December 31, 2021:

Minimum Cash Reserve Requirement	\$8,372,520
Add 15% Reserve	<u>1,255,878</u>
Minimum Level of Acceptable Cash Reserve	\$9,628,398
Unaudited Cash Balance as of December 2021	21,285,917
Surplus Cash	\$11,657,519

The following test reflects the amount of Surplus **Wastewater** Cash available as of December 31, 2021:

Minimum Cash Reserve Requirement	\$3,962,664
Add 15% Reserve	<u>594,400</u>
Minimum Level of Acceptable Cash Reserve	\$4,557,064
Unaudited Cash Balance as of December 2021	8,185,823
Surplus Cash	\$3,628,759

These calculations as prescribed by ordinance reflect adequate surplus cash to allow for the special transfers.

Procurement Analysis:

N/A

Options:

1. Approve the special transfers in FY 21-22 from the Electric fund in the amount of \$400,000 and the Wastewater fund in the amount of \$400,000 to the General Fund for the Downtown Building Redevelopment Grant Program; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The fiscal impact of the current Surplus Cash of the **Electric** utility is decreasing surplus cash from \$11,657,519 to \$11,257,519.

The fiscal impact of the current Surplus Cash of the **Wastewater** utility is decreasing surplus cash from \$3,628,759 to \$3,228,759.

Account No. 041-1088-581-9101 & 044-4088-581-9101

Submission Date and Time: 1/5/2022 10:54:20 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING SPECIAL TRANSFERS IN FISCAL YEAR 21-22
FROM THE ELECTRIC FUND IN THE AMOUNT OF \$400,000 AND FROM
THE WASTEWATER FUND IN THE AMOUNT OF \$400,000 TO THE
GENERAL FUND FOR THE DOWNTOWN BUILDING REDEVELOPMENT
GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes Special Transfers of \$400,000 from the Electric Utility and \$400,000 from the Wastewater Utility to the General Fund for the Downtown Building Redevelopment Grant Program.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of January 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Electric Fund
Five Year Cash Flow Pro Forma

12/31/2021 Cash Not Externally Restricted

21,285,917

	2022 Final Budget	2023 Projected	2024 Projected	2025 Projected	2026 Projected	Cumulative Total
Revenue						
Charges For Services	\$ 63,730,376	\$ 67,490,468	\$ 71,472,406	\$ 75,689,278	\$ 80,154,945	\$ 294,807,097
Other Operating Revenue	489,218	518,082	548,649	581,019	615,299	2,263,049
Total Operating Revenues	<u>64,219,594</u>	<u>68,008,550</u>	<u>72,021,054</u>	<u>76,270,297</u>	<u>80,770,244</u>	<u>297,070,145</u>
Expenses						
Purchased Power	39,831,485	42,181,543	44,670,254	47,305,799	50,096,841	184,254,436
Administration	616,634	653,015	691,543	732,344	775,553	2,852,456
Distribution	5,074,980	5,374,404	5,691,494	6,027,292	6,382,902	23,476,091
Smart Grid	1,458,201	1,544,235	1,635,345	1,731,830	1,834,008	8,203,619
Other Operating Expenses	12,642,553	13,388,464	14,178,383	15,014,908	15,900,787	58,482,541
Total Operating Expenses	<u>59,623,853</u>	<u>63,141,660</u>	<u>66,867,018</u>	<u>70,812,172</u>	<u>74,990,091</u>	<u>277,269,143</u>
Net Income From Operations	<u>4,595,741</u>	<u>4,866,890</u>	<u>5,154,036</u>	<u>5,458,124</u>	<u>5,780,154</u>	<u>21,259,204</u>
Nonoperating Revenue (Expense)						
Other Nonoperating Income (Expense)	(75,000)	(79,425)	(84,111)	(89,074)	(94,329)	(346,939)
Total Nonoperating Rev (Exp)	<u>(75,000)</u>	<u>(79,425)</u>	<u>(84,111)</u>	<u>(89,074)</u>	<u>(94,329)</u>	<u>(346,939)</u>
Income Before Operating Transfers	<u>4,520,741</u>	<u>4,787,465</u>	<u>5,069,925</u>	<u>5,369,051</u>	<u>5,685,825</u>	<u>20,912,265</u>
Interfund Transfers						
Transfers to Other Funds						
General Fund	3,027,198	3,205,803	3,394,945	3,595,247	3,807,366	14,003,361
Surcharge Transfer	1,624,943	1,720,815	1,822,343	1,929,861	2,043,723	7,516,741
Total Transfers	<u>(4,652,141)</u>	<u>(4,926,617)</u>	<u>(5,217,288)</u>	<u>(5,525,108)</u>	<u>(5,851,089)</u>	<u>(21,520,102)</u>
Net Income After Transfers	<u>(131,400)</u>	<u>(139,153)</u>	<u>(147,363)</u>	<u>(156,057)</u>	<u>(165,264)</u>	<u>(607,837)</u>
Other Sources						
Other Sources	520,000	550,680	583,170	617,577	654,014	2,405,441
Capital Projects	(5,599,200)	(5,321,770)	(5,040,627)	(4,471,817)	(5,548,402)	(20,382,616)
Net Other Sources	<u>5,079,200</u>	<u>4,771,090</u>	<u>4,457,457</u>	<u>3,854,240</u>	<u>4,894,388</u>	<u>17,977,175</u>
Incr (Decr) to Unappropriated Net Position	\$ <u>(5,210,600)</u>	\$ <u>(4,910,243)</u>	\$ <u>(4,604,819)</u>	\$ <u>(4,010,297)</u>	\$ <u>(5,059,652)</u>	\$ <u>(18,585,011)</u>
Annual Depr added back to Net Inc/(Loss)	4,371,330	4,629,238	4,902,364	5,191,603	5,497,908	20,221,113
FYE Est Unrestricted/Unreserved Pooled Cash Bal Before Special Transfer(s)		<u>\$ 21,004,912</u>	<u>\$ 21,302,457</u>	<u>\$ 22,483,763</u>	<u>\$ 22,922,018</u>	<u>\$ 22,922,018</u>

Pro Forma Assumptions:

* Capital Projects FY22 is from the FY22 Budget. Capital Projects from FY21-FY25 are from the City's 2020-32 Capital Improvement Plan for the fund.

* Fund principal paydowns and interest expense payments are included in "Other Operating Expenses above", and are presumed to be fairly level, debt principal increases over time per bond documents, offsetting interest expense decreases over time.

City of Leesburg Wastewater Fund
Five Year Cash Flow Pro Forma

	2022 Adopted Budget	2023 Projected	2024 Projected	2025 Projected	2026 Projected	Cumulative Total
Revenue						
Charges For Services	\$ 12,687,901	\$ 13,436,487	\$ 14,229,240	\$ 15,068,765	\$ 15,957,822	\$ 71,380,215
Other Operating Revenue	1,332,756	1,411,389	1,494,661	1,582,846	1,676,233	7,497,884
Total Operating Revenues	<u>14,020,657</u>	<u>14,847,876</u>	<u>15,723,900</u>	<u>16,651,611</u>	<u>17,634,056</u>	<u>78,878,099</u>
Expenses						
Administration	453,720	480,489	508,838	538,860	570,653	2,552,560
Canal Street-Treatment	1,324,266	1,402,398	1,485,139	1,572,762	1,665,555	7,450,121
Turnpike-Treatment	1,071,345	1,134,554	1,201,493	1,272,381	1,347,452	6,027,225
Laboratory	220,076	233,060	246,811	261,373	276,794	1,238,114
Sprayfield	-	-	-	-	-	-
Collections	1,197,002	1,267,625	1,342,415	1,421,617	1,505,493	6,734,153
Lift Stations	1,590,148	1,683,967	1,783,321	1,888,537	1,999,960	8,945,933
Other Operating Expenses	3,307,709	3,502,864	3,709,533	3,928,395	4,160,171	18,608,671
Total Operating Expenses	<u>9,164,266</u>	<u>9,704,958</u>	<u>10,277,550</u>	<u>10,883,926</u>	<u>11,526,077</u>	<u>51,556,777</u>
Net Income From Operations	<u>4,856,391</u>	<u>5,142,918</u>	<u>5,446,350</u>	<u>5,767,685</u>	<u>6,107,978</u>	<u>27,321,323</u>
Nonoperating Revenue (Expense)						
Interest Income	-	-	-	-	-	-
Other Nonoperating Income	-	-	-	-	-	-
Debt Service	(2,579,210)	(2,731,383)	(2,892,535)	(3,063,195)	(3,243,923)	(14,510,246)
Other Nonoperating Expense	-	-	-	-	-	-
Total Nonoperating Rev (Exp)	<u>(2,579,210)</u>	<u>(2,731,383)</u>	<u>(2,892,535)</u>	<u>(3,063,195)</u>	<u>(3,243,923)</u>	<u>(14,510,246)</u>
Income Before Operating Transfers	<u>2,277,181</u>	<u>2,411,535</u>	<u>2,553,815</u>	<u>2,704,490</u>	<u>2,864,055</u>	<u>12,811,076</u>
Interfund Transfers						
Transfers to Other Funds						
General Fund	987,324	1,045,576	1,107,265	1,172,594	1,241,777	5,554,536
Total Transfers	<u>(987,324)</u>	<u>(1,045,576)</u>	<u>(1,107,265)</u>	<u>(1,172,594)</u>	<u>(1,241,777)</u>	<u>(5,554,536)</u>
Net Income After Transfers	<u>1,289,857</u>	<u>1,365,959</u>	<u>1,446,550</u>	<u>1,531,897</u>	<u>1,622,278</u>	<u>7,256,541</u>
Other Sources (Uses)						
Appropriated Renewal & Replacement	1,830,000	1,014,122	1,530,000	535,000	225,000	5,134,122
Appropriated Retained Earnings	-	-	-	650,000	1,580,000	2,230,000
Capital Projects	(1,755,000)	(1,814,122)	(1,530,000)	(1,185,000)	(1,805,000)	(8,089,122)
Net Other Sources	<u>75,000</u>	<u>(800,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(725,000)</u>
Incr (Decr) to Unappropriated Fund Balance	<u>\$ 1,364,857</u>	<u>\$ 565,959</u>	<u>\$ 1,446,550</u>	<u>\$ 1,531,897</u>	<u>\$ 1,622,278</u>	<u>\$ 6,531,541</u>
Annual Depr added back to Net Inc/(Loss)	1,750,000	1,853,250	1,962,592	2,078,385	2,201,009	9,845,236
Cash Flow Effect of Special Transfer						
FYE Est Un-restricted Pooled Cash Bal	<u>\$ 8,185,823</u>	<u>\$ 10,605,031</u>	<u>\$ 14,014,173</u>	<u>\$ 17,624,455</u>	<u>\$ 21,447,742</u>	<u>\$ 21,447,742</u>

Pro Forma Assumptions:

Cash balance is a calculated estimated.

Years two -five cash balance equals prior year balance plus total Income(Loss) for the year excluding depreciation values.

Capital Projects and associated funding sources were taken from the 2016-2022 Capital Improvement Plan (CIP).